

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (REVISED)

NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: TUESDAY, JANUARY 23, 2024
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE BLVD.
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

An electronic copy of the agenda packet can be obtained at www.hcrma.net

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER OF A WORKSHOP

1. Review of Quarterly Investment Report for the period ending December 31, 2023.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR A REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

- A. Report on Program Management Activity for 365 Tollway Project – HCRMA Staff
- B. Report on Construction Activity for 365 Tollway Project – Ramon Navarro IV, HCRMA.
- C. Report on Overweight/Oversized Vehicle Permits Issued in 2023 – Pilar Rodriguez, HCRMA

2. **CONSENT AGENDA** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item on this agenda, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Public Meeting Act.)*

- A. Approval of Minutes for the Regular Board Meeting held December 12, 2023.
- B. Approval of Project & General Expense Report for the period from December 5, 2023, to January 12, 2024.
- C. Approval of Financial Reports for September 2023, October 2023, and November 2023.
- D. Approval of Quarterly Investment Report for the Period Ending December 31, 2023.

- E. Resolution 2024-01 – Annual review and approval of the Investment Policy for the Hidalgo County Regional Mobility Authority.
- F. Resolution 2024-02 – Rescinding approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide Plans, Specifications and Estimates for the 365 Tollway, Seg. 2 & 4.

3. REGULAR AGENDA

- A. Resolution 2024-04 – Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority.
- B. Resolution 2024-03 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 1 to the Professional Services Agreement with Atlas Technical Consultants, LLC to provide Independent Assurance Testing for the 365 Tollway Project.
- C. Resolution 2024-05 – Consideration and Approval of Contract Amendment 1 to the Professional Services Agreement with Atlas Technical Consultants, LLC to increase the maximum payable amount for Supplemental Number 1 Work Authorization Number 1.
- ~~D. Resolution 2024-06 – Consideration and Approval of Change Order Number 6 to that Certain Construction Contract with Pulice Construction Inc. for the 365 Tollway.~~
- ~~E. Resolution 2024-07 – Consideration and Approval of an agreement with the City of Mission for participation in Utility Relocation.~~
- F. Resolution 2024-08 – Consideration and Approval of Award of Contract for Wetland Mitigation Project.

4. CHAIRMAN'S REPORT

- A. None.

5. TABLED ITEMS

- A. None.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

- A. Consultation with Attorney on legal issues pertaining to Change Order Number 5 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (551.071 T.G.C.)
- B. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (551.071 T.G.C.)
- C. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services to include construction material testing (Section 551.071 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- F. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Regional Mobility Authority office (203 W. Newcombe Ave, Pharr, Texas 78577), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 17th day of January 2024 at 5:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Maria E. Alaniz at 956-402-4762 at least 96 hours before the meeting.

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. Speakers addressing the Board through a translator will be allowed a maximum of six (6) minutes.

All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. For meetings being held by telephonic or videoconference, individuals may contact Maria. E. Alaniz at (956) 402-4762 before 5:00 pm day of the meeting.

The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations applies."

Note: Participation by Telephone/Video Conference Call – One or more members of the HCRMA Board of Directors may participate in this meeting through a telephone/video conference call, as authorized by Sec. 370.262, Texas Transportation Code.

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Workshop

Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2023.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
 Presentation of the quarterly investment report.

2. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Report Only.**

6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: Approved Disapproved X None
9. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: Approved Disapproved X None



Board of Directors

S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Ángel, Director
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

January 11, 2024

To: S. David Deanda, Chairman
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer

RE: Quarterly Investment Report for Quarter Ending December 31, 2023/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter investment disbursements totaled \$25,660,042, which consisted of project activities in the amount of \$20,169,866 and debt services payments for principal--\$2,240,000 and interest--\$3,250,176 for a combined total of \$5,490,176. Included in the debt service payments was defeasement of the bond series 2013. Other sources included: internal transfers-in totaling \$2,050,382; contributions: (TxDOT Grant)--\$15,318,429; and interest earned was \$2,233,472.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officer, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the Hidalgo County Regional Mobility Authority's (RMA) adopted investment policy. The RMA follows all provisions of the Public Investment Act and the RMA's investment policy.

Presented by RMA Investment Officer:

Pilar Rodriguez, Investment Officer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
QUARTERLY INVESTMENT SUMMARY REPORT
Quarter Ending December 31, 2023

	<u>Local Govt. Investment Pool</u>	<u>Government Securities</u>	<u>Total</u>
COST			
Beginning Balance	\$ 12,505,581	\$ 166,316,291	\$ 178,821,872
Additions:			
Interfund Transfers-in	1,150,000	900,382	2,050,382
Restated	(6,186,271)	6,186,271	-
Contributions	-	15,318,429	15,318,429
Investment earnings-LOGIC	91,052	845,073	936,125
Investment earnings-Wilmington Trust	-	1,388,399	1,388,399
Deductions:			
Disbursements-Debt Service	-	(5,490,176)	(5,490,176)
Construction and related expenses	-	(20,169,866)	(20,169,866)
Ending Balance	<u>\$ 7,560,362</u>	<u>\$ 165,294,803</u>	<u>\$ 172,855,165</u>
MARKET VALUE			
Beginning Balance	<u>\$ 6,316,581</u>	<u>\$ 173,508,060</u>	<u>\$ 179,824,641</u>
Ending Balance	<u>\$ 7,562,283</u>	<u>\$ 166,316,766</u>	<u>\$ 173,879,049</u>

*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

Weighted Average Maturity- Logic/Gov. Sec.	50	30
Logic/Gov Sec. Weighted Average Yield	5.55%	5.20%

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
Quarter Ending December 31, 2023

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Interfund		Disbursements	Ending Cost	Market Value
				Transfers/Contributions	Contributions			
Local Govt. Investment Pool:								
Debt Service Jr. Lien: #7731494002	\$ 184	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 186	186
Contingency: #2731494001	5,262,490	-	76,206	1,150,000	-	-	6,488,696	6,490,344
Road Maintenance: #2731494002	1,056,637	-	14,844	-	-	-	1,071,481	1,071,753
Total Local Govt. Investment Pool	\$ 6,319,310	\$ -	\$ 91,052	\$ 1,150,000	\$ -	\$ -	\$ 7,560,362	\$ 7,562,283
Government Securities: (Federated Govt Obligations):								
Project Account: #1432555-000	\$ 3,144,892	\$ -	\$ 44,180	\$ -	\$ -	\$ -	\$ 3,189,072	3,189,882
Disbursement Account: #106912-006 & #7731494008	49,134,758	348,296	355,823	15,318,429	(19,977)	-	65,137,329	65,180,774
Debt Service Fund 2020: #143255-001	1,272,394	15,643	-	691,217	(1,642,426)	-	336,828	337,032
Debt Service Fund: #106912-001	1,241,528	15,337	-	209,165	(1,460,625)	-	5,405	5,425
Debt Service Account Sr. Rev Bonds #154037-000	-	700	-	1,647,950	(1,647,950)	-	700	1,649
Debt Service Account #154037-001	6,038,039	74,819	-	(1,647,950)	-	-	4,464,908	4,483,865
DSRF Account #154037-002 & #7731494006	12,805,904	-	179,902	-	-	-	12,985,806	12,989,105
Debt Service Account #154038-001	428,404	5,269	-	(316,163)	-	-	117,510	118,007
DSRF Account #154038-002 & #7731494005	5,775,536	-	81,138	-	-	-	5,856,674	5,858,161
Project Account #154037-006 & #7731494009	85,485,330	923,129	89,116	-	(20,149,889)	-	66,347,686	67,298,232
Project Account #154038-003 & #7731494010	2	-	-	-	-	-	2	2
Debt Service Account #154038-000	419,544	5,206	-	316,163	(739,175)	-	1,738	1,746
General FD #154037-003 & #7731494007	6,756,231	-	94,914	-	-	-	6,851,145	6,852,886
Total Government Securities								
	\$ 172,502,562	\$ 1,388,399	\$ 845,073	\$ 16,218,811	\$ (25,660,042)	\$ -	\$ 165,294,803	\$ 166,316,766
Combined Totals								
	\$ 178,821,872	\$ 1,388,399	\$ 936,125	\$ 17,368,811	\$ (25,660,042)	\$ -	\$ 172,855,165	\$ 173,879,049

*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

**Wilmington Trust Investments Detail Activity
Quarter Ending December 31, 2023**

HIDALGO CO RMA DEBT SERVICE FD #106912-001

Debt Svc.:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	1,241,528	4,656	-	-	-	-	1,246,184
November	1,246,184	5,276	-	-	209,165	-	1,460,625
December	1,460,625	5,405	-	-	-	(1,460,625)	5,405
		<u>15,337</u>	<u>-</u>	<u>-</u>	<u>209,165</u>	<u>(1,460,625)</u>	

HIDALGO CO RMA 2020 DS FUND #143255-001

Debt Svc.:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	1,272,394	4,519	-	-	-	-	1,276,913
November	1,276,913	5,406	-	-	360,108	-	1,642,427
December	1,642,427	5,718	-	-	331,109	(1,642,426)	336,828
		<u>15,643</u>	<u>-</u>	<u>-</u>	<u>691,217</u>	<u>(1,642,426)</u>	

CONTINGENCY ACCOUNT-LOGIC #2731494001

Debt Svc-SIB:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	5,262,490	-	24,771	-	-	-	5,287,261
November	5,287,261	-	24,161	-	-	-	5,311,422
December	5,311,422	-	27,274	-	1,150,000	-	6,488,696
		<u>-</u>	<u>76,206</u>	<u>-</u>	<u>1,150,000</u>	<u>-</u>	

DEBT SERVICE ACCOUNT-LOGIC #7731494002

Debt Svc-SIB:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	184	-	1	-	-	-	185
November	185	-	-	-	-	-	185
December	185	-	1	-	-	-	186
		<u>-</u>	<u>2</u>	<u>-</u>	<u>-</u>	<u>-</u>	

ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002

Debt Svc-SIB:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	1,056,637	-	4,974	-	-	-	1,061,611
November	1,061,611	-	4,851	-	-	-	1,066,462
December	1,066,462	-	5,019	-	-	-	1,071,481
		<u>-</u>	<u>14,844</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HIDALGO CO RMA 2020 A&B #143255-000 & LOGIC #7731494004

Project:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	3,144,892	-	14,803	-	-	-	3,159,695
November	3,159,695	-	14,439	-	-	-	3,174,134
December	3,174,134	-	14,938	-	-	-	3,189,072
		<u>- *</u>	<u>44,180</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HIDALGO CO RMA DISBURSEMENT ACCT #106912-006 & LOGIC #7731494008

Disbursement:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	49,134,758	95,703	119,226	5,507,095	-	-	(15,920)	54,840,862
November	54,840,862	117,743	116,289	7,024,541	-	-	-	62,099,435
December	62,099,435	134,850	120,308	2,786,793	-	-	(4,057)	65,137,329
		<u>348,296</u> *	<u>355,823</u>	<u>15,318,429</u>	<u>-</u>	<u>-</u>	<u>(19,977)</u>	

HCRMA SR LIEN 2022A REV BDS ACCT. #154037-000

DS Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	700	-	-	1,647,950	-	(1,647,950)	700
		<u>700</u>	<u>-</u>	<u>-</u>	<u>1,647,950</u>	<u>-</u>	<u>(1,647,950)</u>	

HCRMA SR LIEN 2022A DS ACCT. #154037-001

DS Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	6,038,039	24,124	-	-	-	-	-	6,062,163
November	6,062,163	25,664	-	-	-	-	-	6,087,827
December	6,087,827	25,031	-	-	(1,647,950)	-	-	4,464,908
		<u>74,819</u>	<u>-</u>	<u>-</u>	<u>(1,647,950)</u>	<u>-</u>	<u>-</u>	

HCRMA SR LIEN 2022A DSRF #154037-002 & LOGIC #7731494006

DSRF Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	12,805,904	-	60,280	-	-	-	-	12,866,184
November	12,866,184	-	58,795	-	-	-	-	12,924,979
December	12,924,979	-	60,827	-	-	-	-	12,985,806
		<u>-</u> *	<u>179,902</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN 2022B DS ACCT #154038-001

DS Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	428,404	1,672	-	-	-	-	-	430,076
November	430,076	1,821	-	-	-	-	-	431,897
December	431,897	1,776	-	-	(316,163)	-	-	117,510
		<u>5,269</u>	<u>-</u>	<u>-</u>	<u>(316,163)</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN 2022B DSRF #154038-002 & LOGIC #7731494005

DSRF Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	5,775,536	-	27,187	-	-	-	-	5,802,723
November	5,802,723	-	26,517	-	-	-	-	5,829,240
December	5,829,240	-	27,434	-	-	-	-	5,856,674
		<u>-</u> *	<u>81,138</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA SR LIEN 2022A PROJECT FD #154037-006 & LOGIC #7731494009

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	85,485,330	198,106	42,126	-	-	(5,421,352)	80,304,210
November	80,304,210	424,160	23,096	-	-	(6,172,155)	74,579,311
December	74,579,311	300,863	23,894	-	-	(8,556,382)	66,347,686
		<u>923,129</u> *	<u>89,116</u>	<u>-</u>	<u>-</u>	<u>(20,149,889)</u>	

HCRMA JR LIEN 2022B PROJECT FD #154038-003 & LOGIC #7731494010

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	2	-	-	-	-	-	2
November	2	-	-	-	-	-	2
December	2	-	-	-	-	-	2
		<u>-</u> *	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN REV BDS 2022B #154038-000

Rev Bds 2022B	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	419,544	1,684	-	-	-	-	421,228
November	421,228	1,783	-	-	-	-	423,011
December	423,011	1,739	-	-	316,163	(739,175)	1,738
		<u>5,206</u>	<u>-</u>	<u>-</u>	<u>316,163</u>	<u>(739,175)</u>	

HCRMA SR LIEN 2022A GENERAL FD #154037-003 & LOGIC #7731494007

General FD Account	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	6,756,231	-	31,802	-	-	-	6,788,033
November	6,788,033	-	31,020	-	-	-	6,819,053
December	6,819,053	-	32,092	-	-	-	6,851,145
		<u>-</u> *	<u>94,914</u>	<u>-</u>	<u>-</u>	<u>-</u>	

*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)



★
LOGIC
MONTHLY
NEWSLETTER
DECEMBER
2023

PERFORMANCE

As of December 31, 2023

Current Invested Balance	\$ 11,458,079,921.27
Weighted Average Maturity (1)	50 Days
Weighted Average Life (2)	70 Days
Net Asset Value	1.000254
Total Number of Participants	688
Management Fee on Invested Balance	0.0975%*
Interest Distributed	\$ 52,096,469.54
Management Fee Collected	\$ 900,801.58
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

December Averages

Average Invested Balance	\$ 10,878,401,209.56
Average Monthly Yield, on a simple basis	5.5411%
Average Weighted Maturity (1)	53 Days
Average Weighted Life (2)	77 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the LOGIC Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the LOGIC co-administrators at any time as provided for in the LOGIC Information Statement.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the LOGIC program in December:

* Quitman Development Corporation * Young County

HOLIDAY REMINDER

In observance of Martin Luther King Jr. Day, **LOGIC will be closed Monday, January 15, 2024**. All ACH transactions initiated on Friday, January 12th will settle on Tuesday, January 16th.

ECONOMIC COMMENTARY

Market review

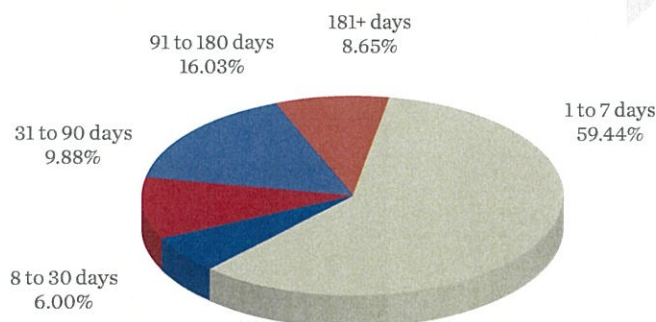
2023 was a year filled with many twists and turns. Yet, through it all, the U.S. economy remained resilient, posting three quarters of positive GDP growth despite facing aggressive monetary tightening by the Federal Reserve (Fed), heightened geopolitical risks and a regional banking crisis. Data released in December pointed to the continued possibility of the Fed engineering a soft landing while making progress in achieving its goal of 2% inflation. Inflation continued to trend downward with headline CPI rising 0.1% month-over-month (m/m) and 3.1% year-over-year (y/y) in November, slightly above consensus but down from October, while core CPI rose 0.3% m/m and 4.0% y/y. The Fed's preferred measure of inflation, the Personal Consumption Expenditures Price Index (PCE), was softer than expected. Headline PCE fell 0.1% m/m, bringing the year ago level down from 2.9% in October to 2.6% in November. With expectations for a further slowdown in rent inflation in the coming months, this reading provides further evidence that price growth is softening.

Cooling inflation was also met with strong labor market data as the U.S. labor market continued to demonstrate improved demand/supply balance. The demand for labor, as measured by the Job Openings and Labor Turnover Survey (JOLTS) report, showed openings falling 6.6% to 8.73 million, the lowest level since 2021, but still slightly above pre-pandemic norms. The job openings to unemployed ratio is now at 1.3x, near pre-pandemic levels. The November Jobs report showed healthy employment gains but provided further evidence that the labor market is moderating. Nonfarm payrolls rose by 199,000, beating expectations of 180,000 but were below the 2023 average of 233,000. The unemployment rate declined to 3.7% from 3.9% the prior month, as new workers joined the labor force, but has moved up from its 50-year low of 3.4% earlier in the year. Average hourly earnings came in slightly above expectations, rising 0.4% m/m, with the year ago level unchanged at 4.0%.

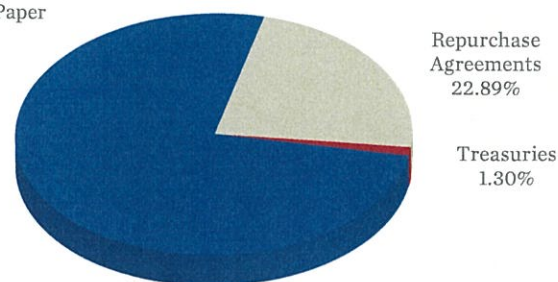
(continued page 4)

INFORMATION AT A GLANCE

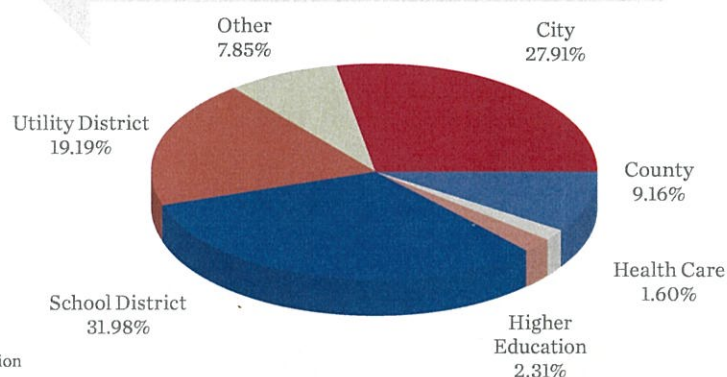
PORTFOLIO BY TYPE OF INVESTMENT AS OF DECEMBER 31, 2023



Commercial Paper
75.81%



PORTFOLIO BY MATURITY AS OF DECEMBER 31, 2023 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF DECEMBER 31, 2023

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

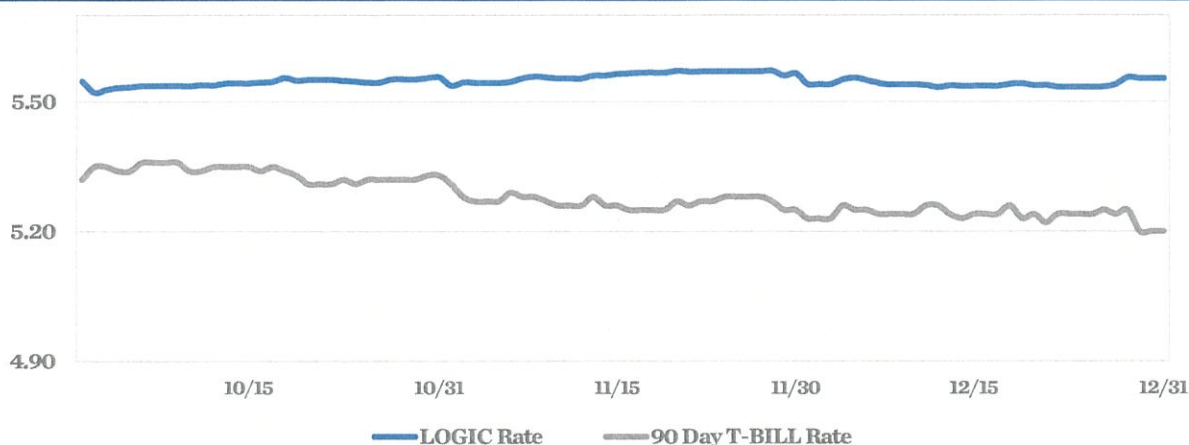
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Dec 23	5.5411%	\$11,458,079,921.27	\$11,462,048,344.52	1.000254	53	77	688
Nov 23	5.5598%	10,489,760,450.40	10,492,958,358.89	1.000093	52	83	686
Oct 23	5.5432%	10,227,801,398.83	10,228,563,319.46	1.000074	44	82	684
Sep 23	5.5168%	10,186,401,619.84	10,186,001,313.15	0.999858	39	82	681
Aug 23	5.4721%	10,680,710,251.18	10,680,559,242.38	0.999985	32	74	679
Jul 23	5.2985%	10,153,858,654.20	10,152,546,069.51	0.999870	34	73	676
Jun 23	5.2554%	9,896,613,552.15	9,894,613,184.44	0.999660	40	74	675
May 23	5.1866%	10,091,234,151.85	10,088,568,744.46	0.999735	35	66	675
Apr 23	4.9970%	10,193,217,769.39	10,190,727,181.45	0.999755	31	57	674
Mar 23	4.8163%	10,512,348,285.80	10,511,021,861.94	0.999706	28	54	668
Feb 23	4.7387%	10,538,772,564.95	10,539,885,630.32	1.000105	28	53	667
Jan 23	4.5538%	10,833,655,695.67	10,835,509,806.87	1.000171	18	52	660

PORTFOLIO ASSET SUMMARY AS OF DECEMBER 31, 2023

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 304,352.15	\$ 304,352.15
Accrual of Interest Income	10,019,831.30	10,019,831.30
Interest and Management Fees Payable	(51,123,937.70)	(51,123,937.70)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,632,453,999.88	2,632,453,999.88
Commercial Paper	8,716,630,913.07	8,720,576,818.39
Government Securities	149,794,762.57	149,817,280.50
TOTAL	\$ 11,458,079,921.27	\$ 11,462,048,344.52

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR DECEMBER 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
12/1/2023	5.5403%	0.000151790	\$10,436,220,352.38	1.000100	53	80
12/2/2023	5.5403%	0.000151790	\$10,436,220,352.38	1.000100	53	80
12/3/2023	5.5403%	0.000151790	\$10,436,220,352.38	1.000100	53	80
12/4/2023	5.5516%	0.000152100	\$10,449,068,184.46	1.000339	52	78
12/5/2023	5.5550%	0.000152191	\$10,438,794,024.89	1.000355	54	81
12/6/2023	5.5494%	0.000152038	\$10,446,808,888.90	1.000373	55	82
12/7/2023	5.5427%	0.000151856	\$10,531,545,807.01	1.000360	55	81
12/8/2023	5.5394%	0.000151764	\$10,610,896,711.10	1.000110	53	79
12/9/2023	5.5394%	0.000151764	\$10,610,896,711.10	1.000110	53	79
12/10/2023	5.5394%	0.000151764	\$10,610,896,711.10	1.000110	53	79
12/11/2023	5.5380%	0.000151725	\$10,693,788,514.09	1.000319	53	78
12/12/2023	5.5333%	0.000151596	\$10,789,761,908.77	1.000322	52	77
12/13/2023	5.5370%	0.000151698	\$10,808,047,796.41	1.000322	55	80
12/14/2023	5.5361%	0.000151673	\$10,753,772,524.27	1.000500	54	78
12/15/2023	5.5362%	0.000151678	\$10,818,827,993.66	1.000257	54	78
12/16/2023	5.5362%	0.000151678	\$10,818,827,993.66	1.000257	54	78
12/17/2023	5.5362%	0.000151678	\$10,818,827,993.66	1.000257	54	78
12/18/2023	5.5407%	0.000151801	\$10,785,165,270.73	1.000491	55	78
12/19/2023	5.5416%	0.000151825	\$10,836,922,630.00	1.000490	55	78
12/20/2023	5.5371%	0.000151702	\$10,971,372,263.43	1.000507	54	77
12/21/2023	5.5377%	0.000151717	\$11,074,361,883.63	1.000499	55	77
12/22/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/23/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/24/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/25/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/26/2023	5.5347%	0.000151636	\$11,257,509,067.96	1.000475	52	73
12/27/2023	5.5407%	0.000151800	\$11,293,244,498.16	1.000477	52	73
12/28/2023	5.5564%	0.000152231	\$11,176,711,027.18	1.000537	54	75
12/29/2023	5.5538%	0.000152158	\$11,458,079,921.27	1.000254	50	70
12/30/2023	5.5538%	0.000152158	\$11,458,079,921.27	1.000254	50	70
12/31/2023	5.5538%	0.000152158	\$11,458,079,921.27	1.000254	50	70
Average	5.5411%	0.000151812	\$10,878,401,209.56		53	77



ECONOMIC COMMENTARY (cont.)

At its final meeting of the year, the Federal Open Market Committee (FOMC) delivered an early holiday gift with a dovish shift in policy expectations, leaving the federal funds rate target range unchanged at 5.25%-5.50%, while strongly hinting that rates are at their cycle peak and the next move will be a rate cut. The median FOMC member now expects three rate cuts next year to 4.6%, an extra cut compared to the dot plot in September's Summary of Economic Projections (SEP). Moreover, updates to the SEP showed lower inflation forecasts for 2023, 2024 and 2025 without material revisions to the growth or employment forecasts, suggesting that the Fed is forecasting a soft landing. In the press conference, Chair Powell did not push back on dovish market pricing and said the Fed had started to discuss cuts at this meeting. Markets interpreted the December FOMC meeting as a pivot in policy and began to price in more aggressive rate cuts for 2024. Consequently, Treasury yields rallied across the curve in December and with longer maturities declining more. The three-month Treasury bill yield declined 5 basis points (bps) on the month to 5.34%, while one-year T-bill and two-year Treasury yields fell 35 bps and 43 bps to end the year at 4.77% and 4.25%, respectively.

Outlook

The U.S. economy is entering the new year in a better place than expected as the largely anticipated recession did not occur. Strong consumption, supported by a solid labor market has led to economic resilience despite significant monetary policy tightening by the Fed. The Fed's recent dovish pivot has tipped the odds away from recession toward a soft landing. Following the December FOMC announcement, investors are breathing a sigh of relief now that the Fed is done raising interest rates. Indeed, yields fell based on a more accommodative interest rate outlook for 2024. Markets are now pricing in 150 bps of easing in 2024, with the first rate cut as early as March. We believe these expectations have gone too far and are anticipating something closer to the Fed's projections with rate cuts beginning in May or June this year.

Looking ahead, it is reasonable to expect that the balance of risks is now skewed towards the impact higher rates will have on growth and labor markets, not necessarily inflation. That said, the past two years have shown that inflation can come down even with tight labor markets and above trend growth. If this dynamic continues, a less restrictive monetary policy stance should allow for a soft landing in the U.S. economy.

This information is an excerpt from an economic report dated December 2023 provided to LOGIC by JP Morgan Asset Management, Inc., the investment manager of the LOGIC pool.



LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	City of Grapevine	Governing Board Vice President
Jeanne Chipperfield	North Texas Municipal Water District	Governing Board Treasurer
Darla Moss	Arlington ISD	Governing Board Secretary
Rene Barajas	Northside ISD	Advisory Board Member
Monte Mercer	Qualified Non-Participant	Advisory Board Member
Cindy Demers	Qualified Non-Participant	Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

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Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REPORT ON PROGRAM MANAGEMENT ACTIVITY FOR 365 TOLLWAY PROJECT AND HIDALGO COUNTY LOOP**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Report on 365 Tollway, Section 4, and Section A West and Section C Projects

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Report only.**

6. Program Manager's Recommendation: Approved Disapproved X None

7. Planning Committee's Recommendation: Approved Disapproved X None

8. Board Attorney's Recommendation: Approved Disapproved X None

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: Approved Disapproved X None

11. Chief Development Engineer's Recommendation: Approved Disapproved None

12. Chief Construction Engineer's Recommendation: X Approved Disapproved None

13. Executive Director's Recommendation: X Approved Disapproved None

HCRMA Board of Directors

S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Angel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director
Ramon Navarro IV, PE, CFM, Chief Constr. Eng.
Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.
Jose Castillo, Chief Financial Ofcr.

General Engineering Consultant
HDR ENGINEERING, INC.

Overview

- ❑ 365 TOLL Project Overview
- ❑ Granjeno WLM Project
- ❑ Segment 4 / Section A West Plan
- ❑ Overweight Permit Summary

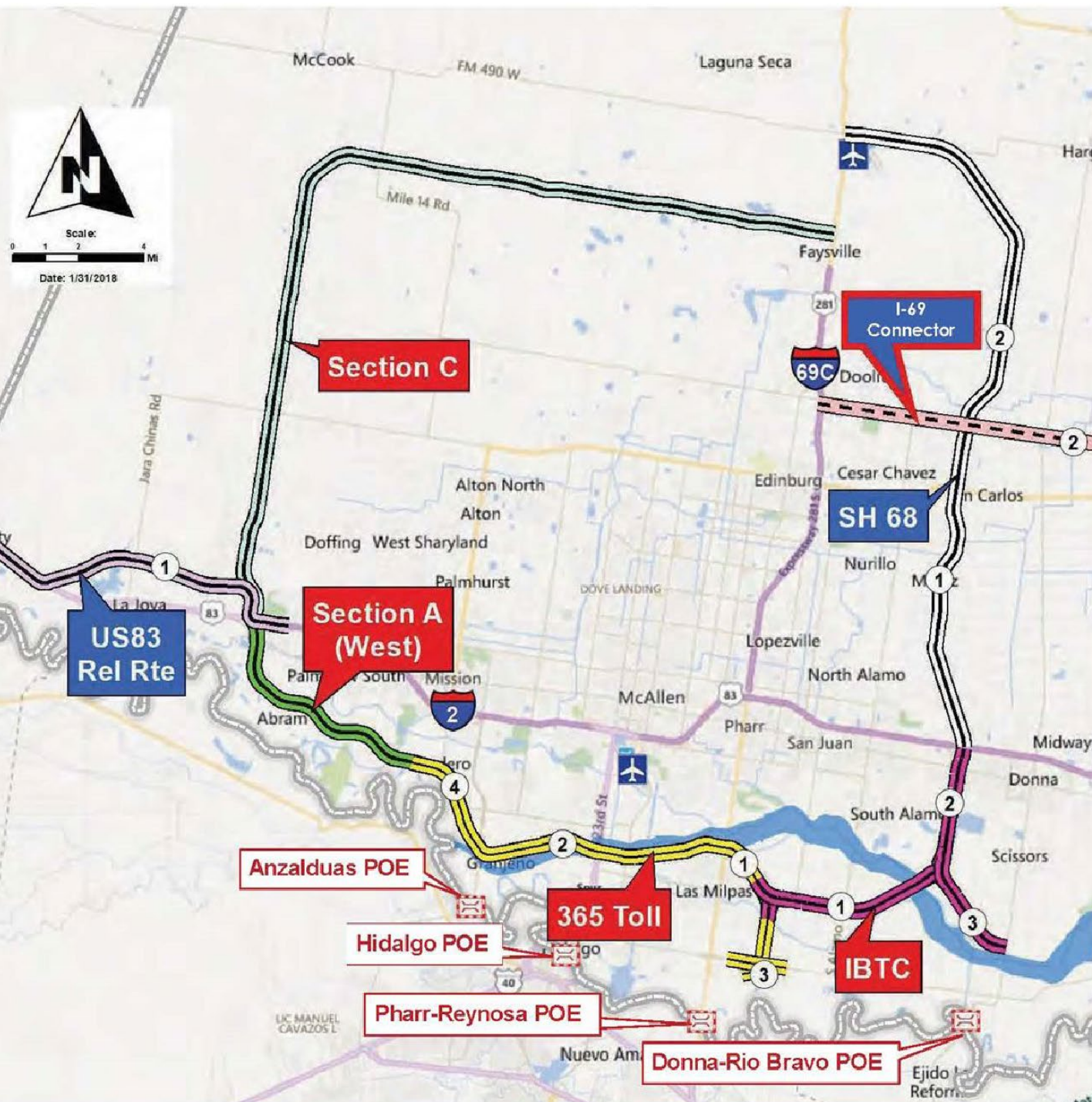
MISSION STATEMENT:

To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods, and services.



HCRMA STRATEGIC PLAN

DEVELOP THE
INFRASTRUCTURE TO
SERVE A POPULATION
OF APPROXIMATELY
800,000 RESIDENTS
AND
5 INTERNATIONAL
PORTS OF ENTRY



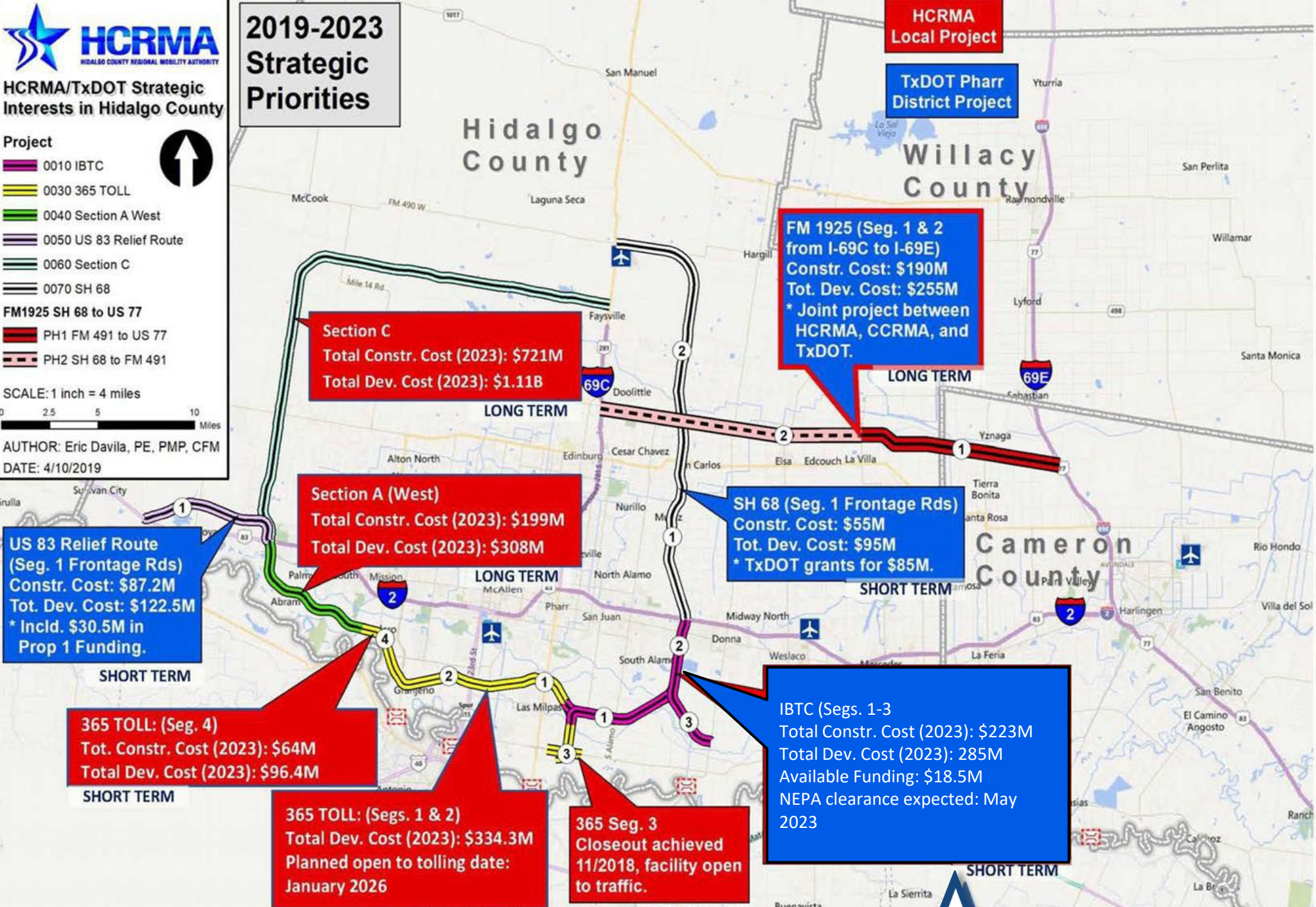
- Project**
-  0010 IBTC
 -  0030 365 TOLL
 -  0040 Section A West
 -  0050 US 83 Relief Route
 -  0060 Section C
 -  0070 SH 68
 - FM1925 SH 68 to US 77**
 -  PH1 FM 491 to US 77
 -  PH2 SH 68 to FM 491

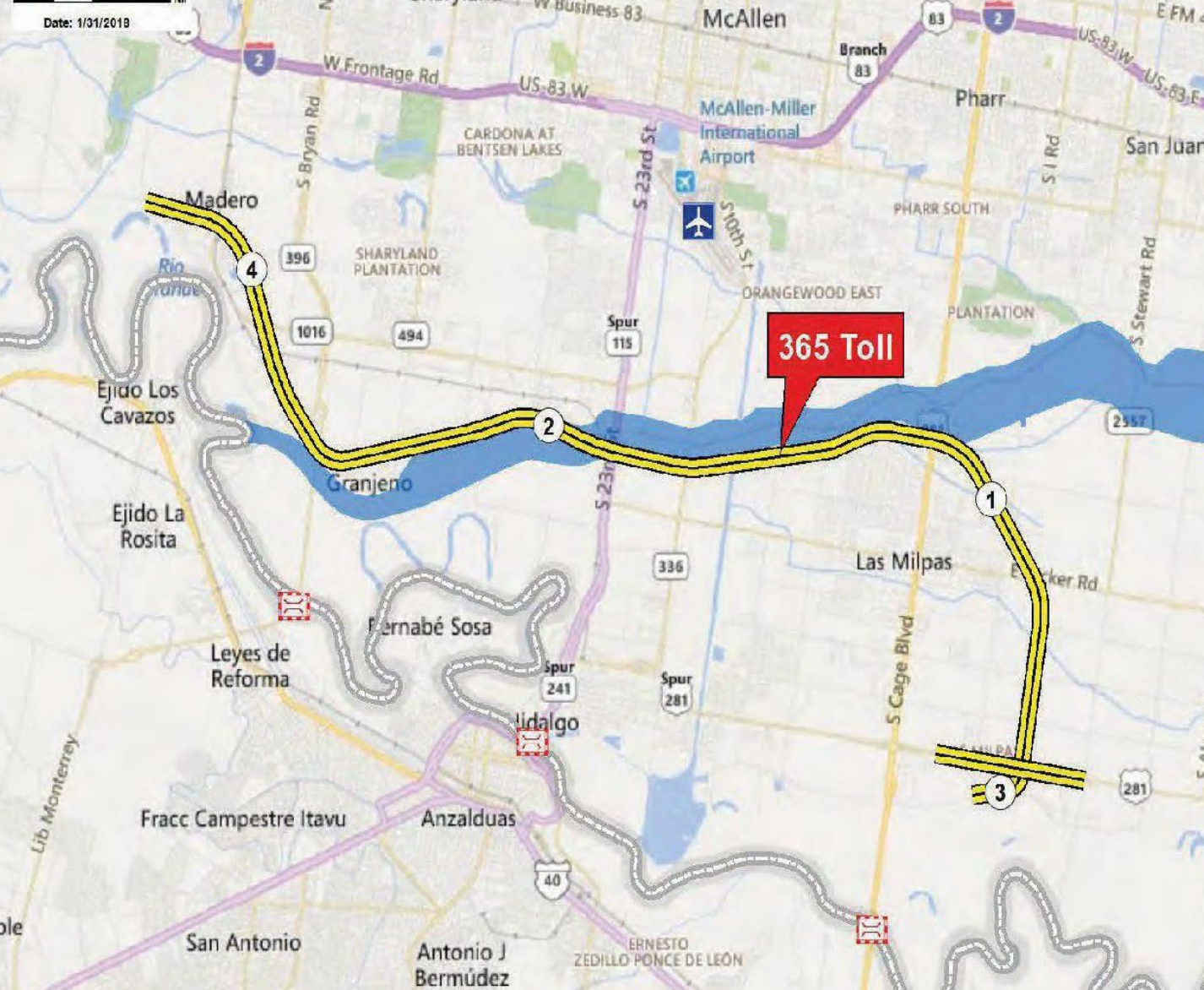
SCALE: 1 inch = 4 miles



AUTHOR: Eric Davila, PE, PMP, CFM
DATE: 4/10/2019

2019-2023 Strategic Priorities





MAJOR MILESTONES:
 NEPA CLEARANCE
 07/03/2015

100% ROW ACQUIRED

PH 1: 365 SEG. 3
 LET: 08/2015
COMPLETED

PH 2: 365 TOLL
SEGS. 1 & 2
LET: 11/2021
 OPEN: 01/2026

[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.
 TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]
 [SEG. 4 FUTURE] LIMITS FROM FM 16 / CONWAY
 TO 0.8 MI. W. FM 396 / ANZALDUAS HIGHWAY

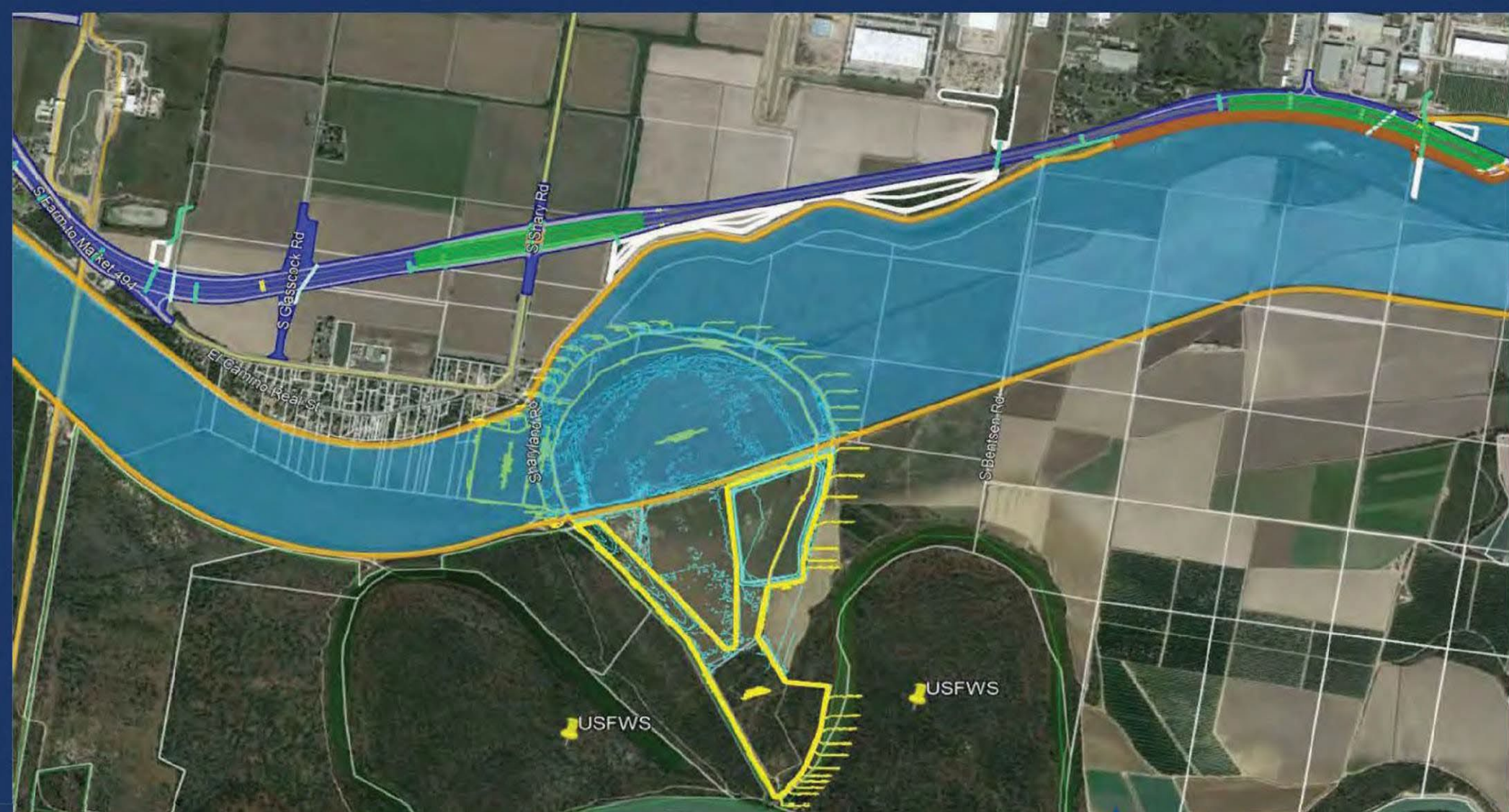




365 TOLLWAY COLLECTION SYSTEM INSTALLATION, INTEGRATION and MAINTENANCE PROJECT

- SEPTEMBER 8, 2022** -Request for Proposals was released
- OCTOBER 3, 2022** -Mandatory Pre-bid meeting was conducted with In-Person or Virtual Attendance option
- DECEMBER 9, 2022** -Five Proposals were received for the 365 Toll Collection System, Integration, and Maintenance Project
- DECEMBER 16, 2022** -Compliance reviews were conducted of all electronic bids;
- FEBRUARY 6, 2023** -Evaluation committee [HCRMA staff and HDR [GEC]] thoroughly reviewed proposals, conducted oral presentations and in accordance with RFP's two-step scoring process
- FEBRUARY 14, 2023** -Proposal bid prices opened, evaluated, scored by evaluation committee
- FEBRUARY 28, 2023** -First Executive
- MARCH 13, 2023** -Second Executive Briefing
- MARCH 14, 2023** -Negotiation of contract terms, condition, & BAFO
- MARCH 28, 2023** -Award of contract to SICE, Inc. for \$13,980,669 with a score of 905

GRANJENO WETLAND MITIGATION SITE



LETTING:

PROJECT DETAILS:

The HCRMA Granjeno Wetland Mitigation Site project is for the restoration of 23.88 acres of land, including approximately 17 acres planned specifically for wetland restoration. The project consists of grading and compaction of approximately 19 acres to establish a wetland which includes the placement of a clay liner and plant root zone soil strata. It also includes berm grading and compaction of approximately 6 acres of upland area. The project includes construction of an access driveway and road including maintenance and brush clearing/trimming. The project includes construction of a groundwater well with controls, approximately 3,000 linear feet of pvc distribution pipe, associated equipment, and a security fence.

- (MANDATORY) In-person or Virtual Attendance Option.

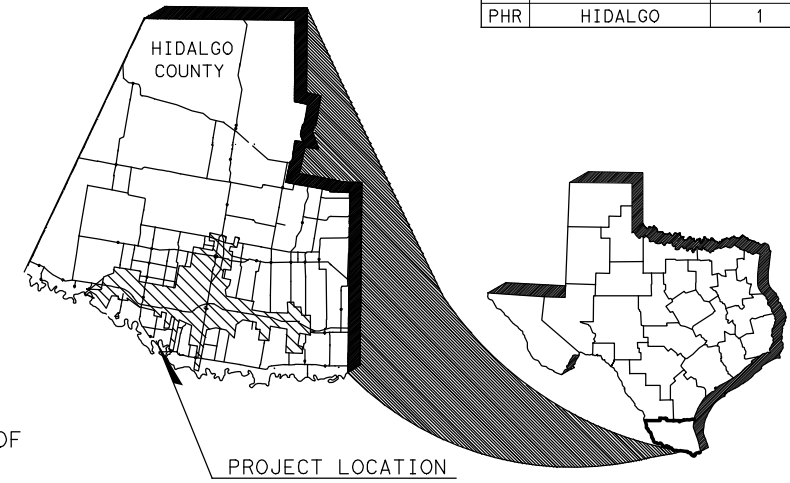
Pre-Bid Meeting: Tuesday, November 21, 2023, 2 P.M. C.S.T.

- All inquiries shall be submitted by 3:00PM CST on Wednesday, November 29, 2023. Inquiries beyond this date will not be responded
- Bid opening date & time: Wednesday, December 6, 2023, Until 3:00 P.M. C.S.T.



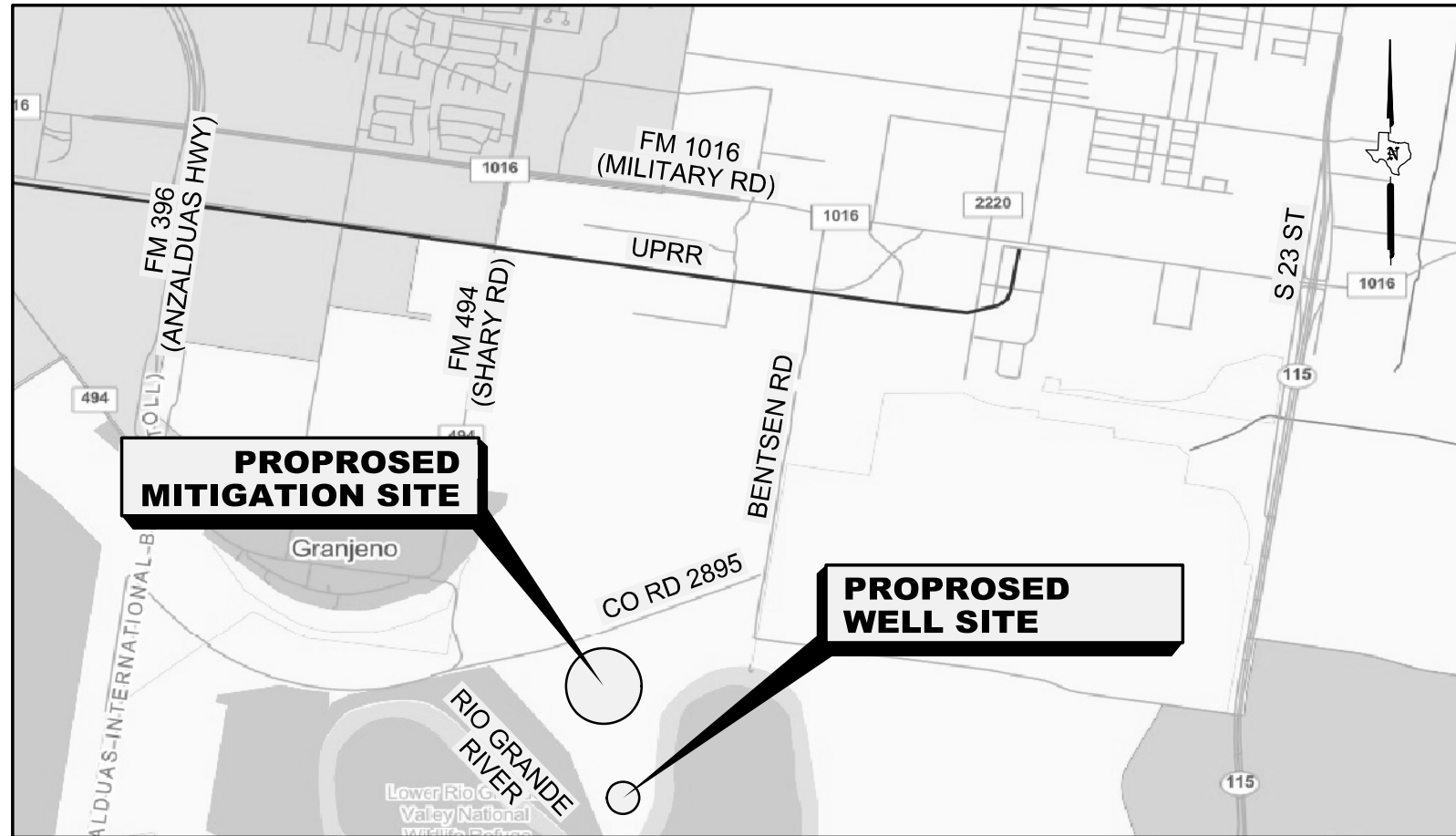
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED WETLAND MITIGATION SITE



CONSTRUCTION OF

A WETLAND MITIGATION SITE CONSISTING OF 26.51 ACRES OF LAND INCLUDING 23.89 ACRES PLANNED SPECIFICALLY OF WETLAND RESTORATION. IMPROVEMENTS INCLUDE DE-COMPACTION OF SOILS, REGRADING, DRAINAGE STRUCTURES, IRRIGATION STRUCTURES, CULVERT STRUCTURES, AND INSTALLATION OF SPECIFIED VEGETATION.



FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
 CONTRACTORS NAME: _____
 CONTRACTORS ADDRESS: _____
 LETTING DATE: _____
 DATE WORK BEGAN: _____
 DATE WORK COMPLETED: _____
 DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

SHEET NO.	DESCRIPTION
1	GENERAL
2	TITLE SHEET
3	PROJECT LAYOUT
4	PROPOSED TYPICAL SECTION
5	GENERAL NOTES
6	ESTIMATE & QUANTITY SHEET
7	SURVEY CONTROL MAP
8	SURVEY BENCHMARK
8	MITIGATION PLANS
9	SITE PLAN
10	BORING LAYOUT
11	GRADING LAYOUT
12	HORIZONTAL ALIGNMENT DATA
13	ACCESS ROAD PLAN AND PROFILE
14	CROSS SECTIONS
22	DRAINAGE
23	DRAINAGE AREA MAP
24	DRAINAGE LATERALS
24	DRAINAGE STANDARDS
25	PB
26	PDD
27	PAZD
27	ELECTRICAL
28	LEGENDS AND ABBREVIATIONS
29	ELECTRICAL LINE DIAGRAM AND DETAILS
30	ELECTRICAL WELL PUMP SITE PLAN
31	ELECTRICAL ENLARGED WELL PUMP SITE PLAN
32	MISCELLANEOUS
33	WELL SITE DETAILS
35	SOILS
36	SOIL MANAGEMENT PLAN
36	SW3P
37	SW3P SHEETS
39	SW3P STANDARDS
40	EC(1)-16
41	EC(2)-16
42	EC(3)-16
43	EC(4)-16
44	EC(5)-16

HCRMA GRANJENO WETLAND MITIGATION SITE

DATE: 8/2/2022 10:09:37 AM

FILE: \$FILE\$
 COUNTY: HIDALGO
 PROJ. NO.:
 HWY. NO.: SAKAL WETLAND
 LETTING DATE:
 DATE ACCEPTED:

APPROVED FOR LETTING : <input type="checkbox"/>	APPROVED FOR LETTING : <input type="checkbox"/>
<input type="text"/>	<input type="text"/>
HCRMA, CHAIRMAN	HCRMA, EXECUTIVE DIRECTOR
APPROVED FOR LETTING : <input type="checkbox"/>	APPROVED FOR LETTING : <input type="checkbox"/>
<input type="text"/>	<input type="text"/>
HCRMA, CHIEF CONSTRUCTION ENGINEER	HCRMA, CHIEF DEVELOPMENT ENGINEER
SUBMITTED FOR LETTING : <input type="checkbox"/>	
<input type="text"/>	
DANNENBAUM ENGINEERING, PROGRAM MANAGER	

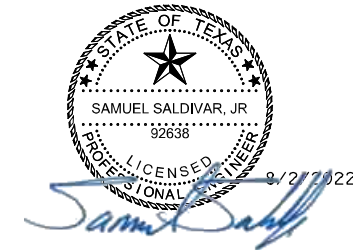


HCRMA



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



HDR
 Firm Registration No. F-754
 4828 Loop Central Drive, Suite 800
 Houston, Texas 77081-2220
 713.622.9264

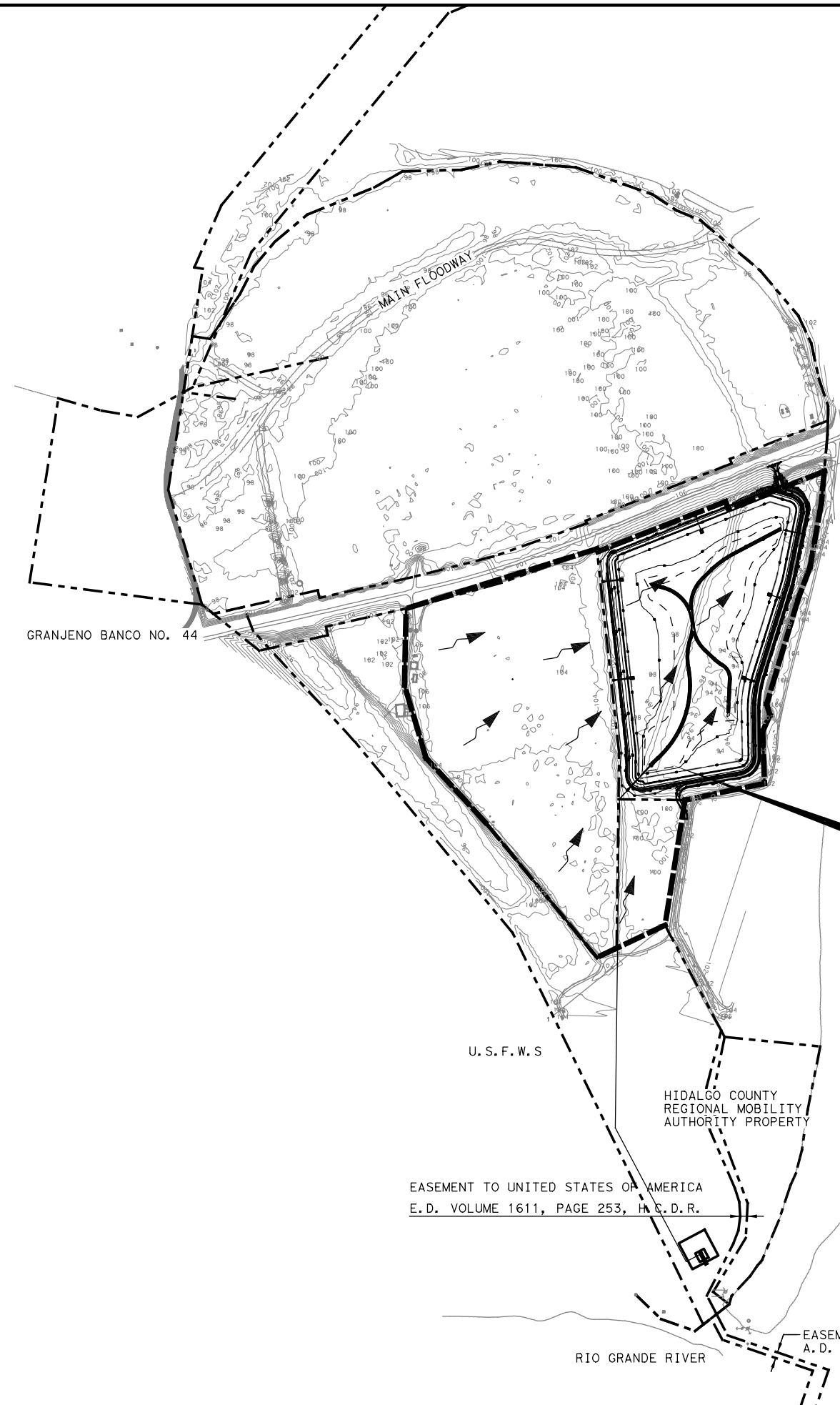


LEGEND:

-  DRAINAGE BOUNDARY
-  DIRECTION OF FLOW

NOTES:

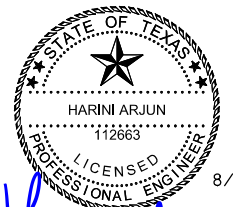
1. SITE VOLUME IS 25.98 AC-FT.



HUNT VALLEY INDUSTRIAL I, L.P.,
A TEXAS LIMITED PARTNERSHIP
W.D. DOCUMENT NUMBER 1153789,
H.C.O.R.

HUNT VALLEY INDUSTRIAL I, L.P.,
A TEXAS LIMITED PARTNERSHIP

PROP. SAKAI
23.89 AC (WET)
26.51 AC (TOTAL)



Harini Arjun



HDR HDR
Firm Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77081-2220
713.622.9264

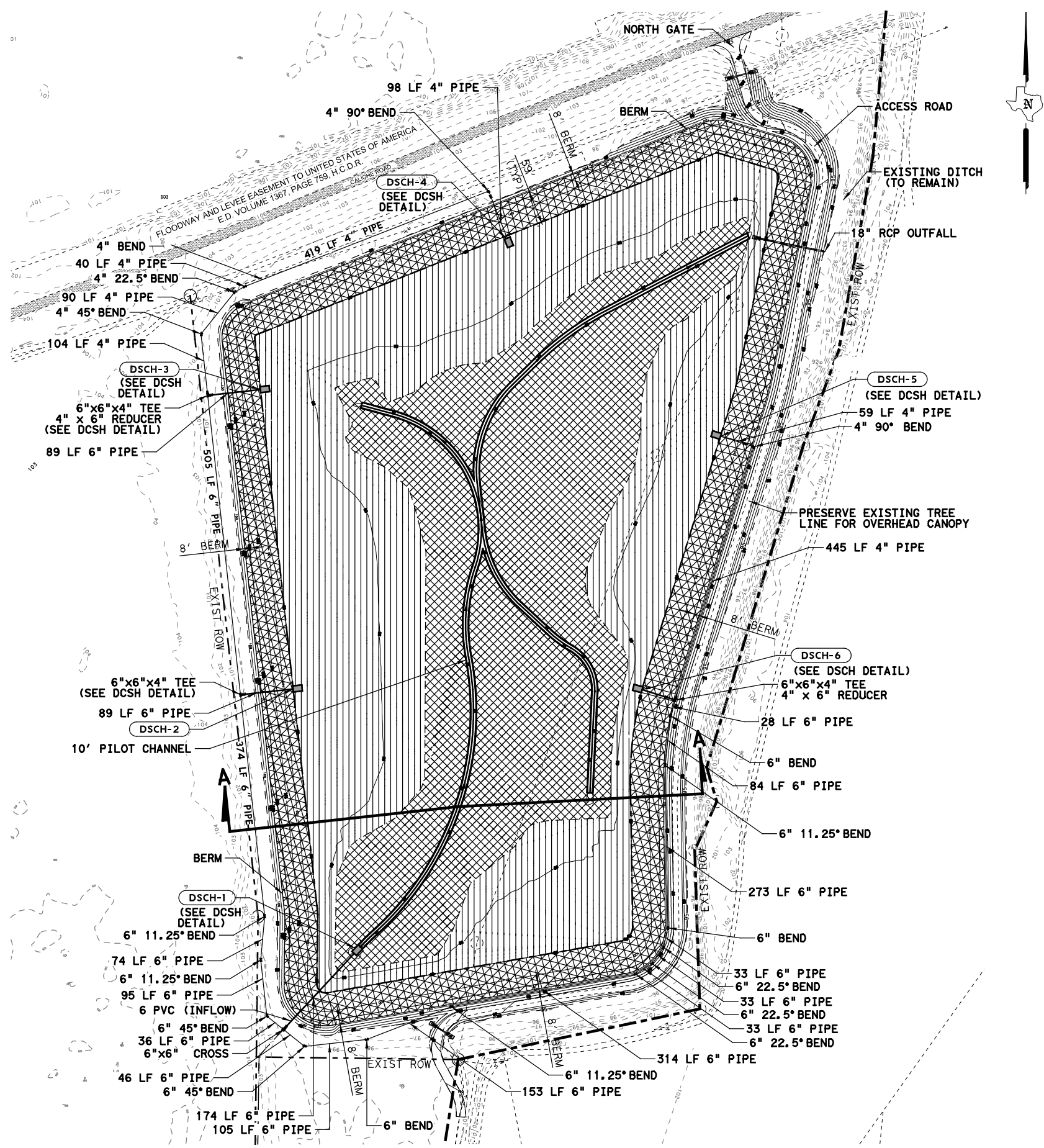
**HCRMA GRANJENO
WETLAND MITIGATION SITE
DRAINAGE AREA MAP**

SCALE:
HOR: 1" = 700'

SHEET 1 OF 1

DN:			HIGHWAY
CK DN:			365 TOLL
DW:			
CK DW:		DIST	COUNTY
TR:		PHR	HILDAGO
CK TR:			SHEET NO. 22

DATE: 10/18/2023
 FILE: Sheet - Wetlands Mitigation Site Plan



PLANTING ZONE AREAS IN ACRES	
10' PILOT CHANNEL PEM	AREA = 0.51 AC
PEM-AREA	AREA = 7.94 AC
PSS-PEM-AREA	AREA = 10.30 AC
UPLAND PRAIRIE AREA	AREA = 5.14 AC
TOTALS	AREA = 23.89 AC

LEGEND:

- 10' PILOT CHANNEL
- MITIGATION SITE BOUNDARY
- PSS-PEM-AREA
- PEM-AREA
- UPLAND AREA

NOTE:
 1. REFER TO PLANTING SPECIFICATION FOR DETAILS ON PLANT SPECIES, SPACING AND LOCATION. PLANTING LOCATION IS BASED ON PLANTING ZONE AREAS.

Harini Arjun

HCRMA GRANJENO WETLAND MITIGATION SITE PLAN

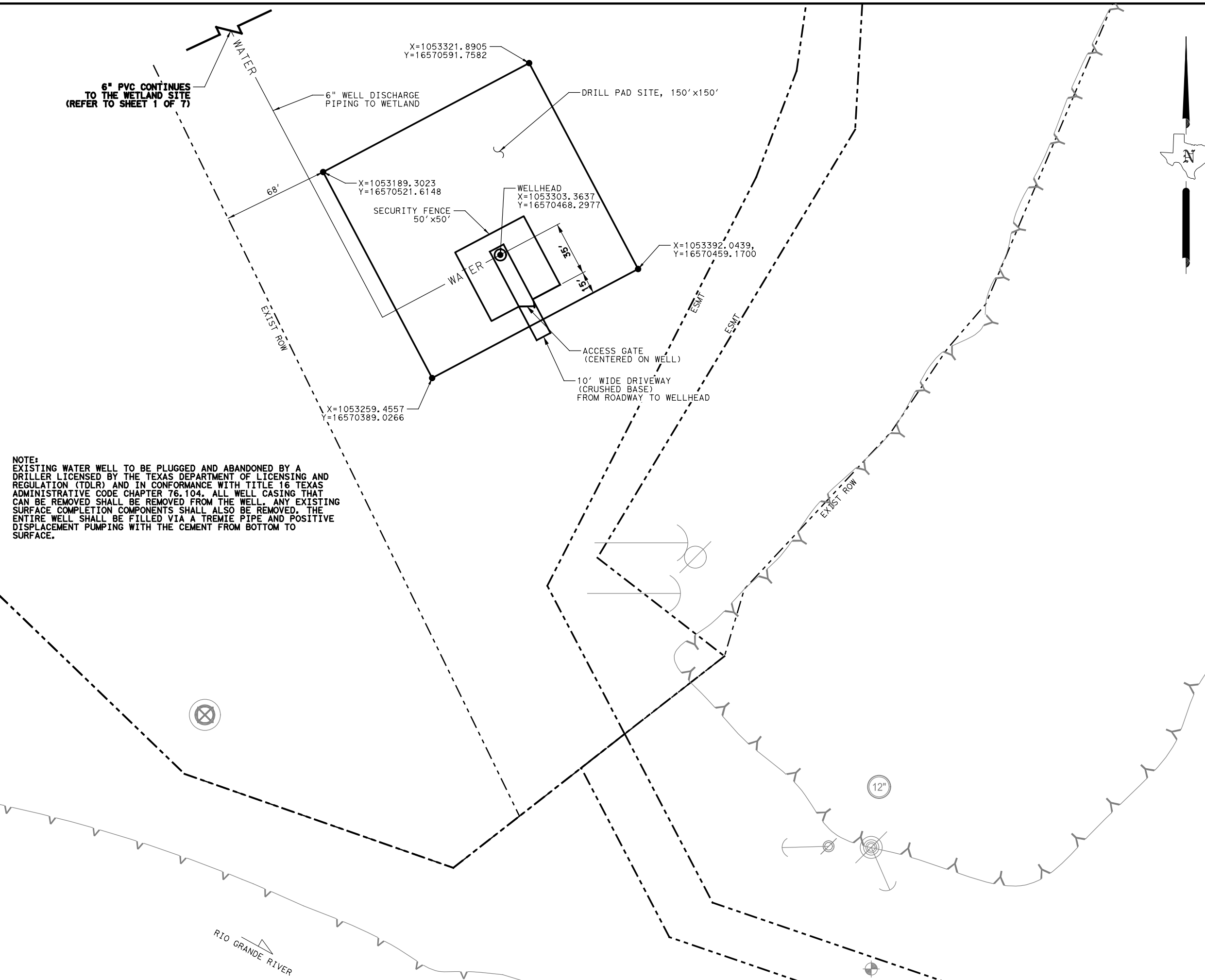
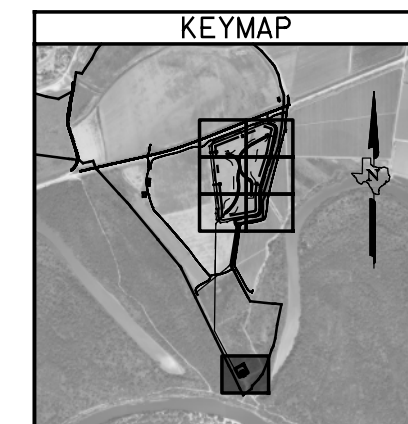
SCALE: 1"=200'		SHEET 1 OF 1	
DN:		HIGHWAY	
CK DN:		365 TOLL	
DW:		DIST:	COUNTY:
CK DW:		PHR	HILDAGO
TR:		SHEET NO. 8	
CK TR:			

LEGEND:

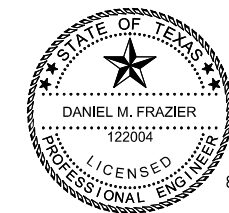
- POINT NUMBER
- DIRECTION OF FLOW
- EXIST DIRT ROAD (TO BE OBLITERATED)
- EXIST ROW
- WATER LINE
- ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
- PROPOSED CONTOURS
- EXISTING CONTOURS

NOTE:

1. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
2. SEE WETLAND MITIGATION PLAN SHEET FOR DRAINAGE ELEVATION 12"
3. SEE DRAINAGE ELEVATION 12"
4. SEE ELECTRICAL PLAN SHEET FOR WELL PUMP DETAIL AND ELECTRICAL CONNECTION.



NOTE:
 EXISTING WATER WELL TO BE PLUGGED AND ABANDONED BY A DRILLER LICENSED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) AND IN CONFORMANCE WITH TITLE 16 TEXAS ADMINISTRATIVE CODE CHAPTER 76.104. ALL WELL CASING THAT CAN BE REMOVED SHALL BE REMOVED FROM THE WELL. ANY EXISTING SURFACE COMPLETION COMPONENTS SHALL ALSO BE REMOVED. THE ENTIRE WELL SHALL BE FILLED VIA A TREMIE PIPE AND POSITIVE DISPLACEMENT PUMPING WITH THE CEMENT FROM BOTTOM TO SURFACE.



Daniel M. Frazier
 8/2/2022



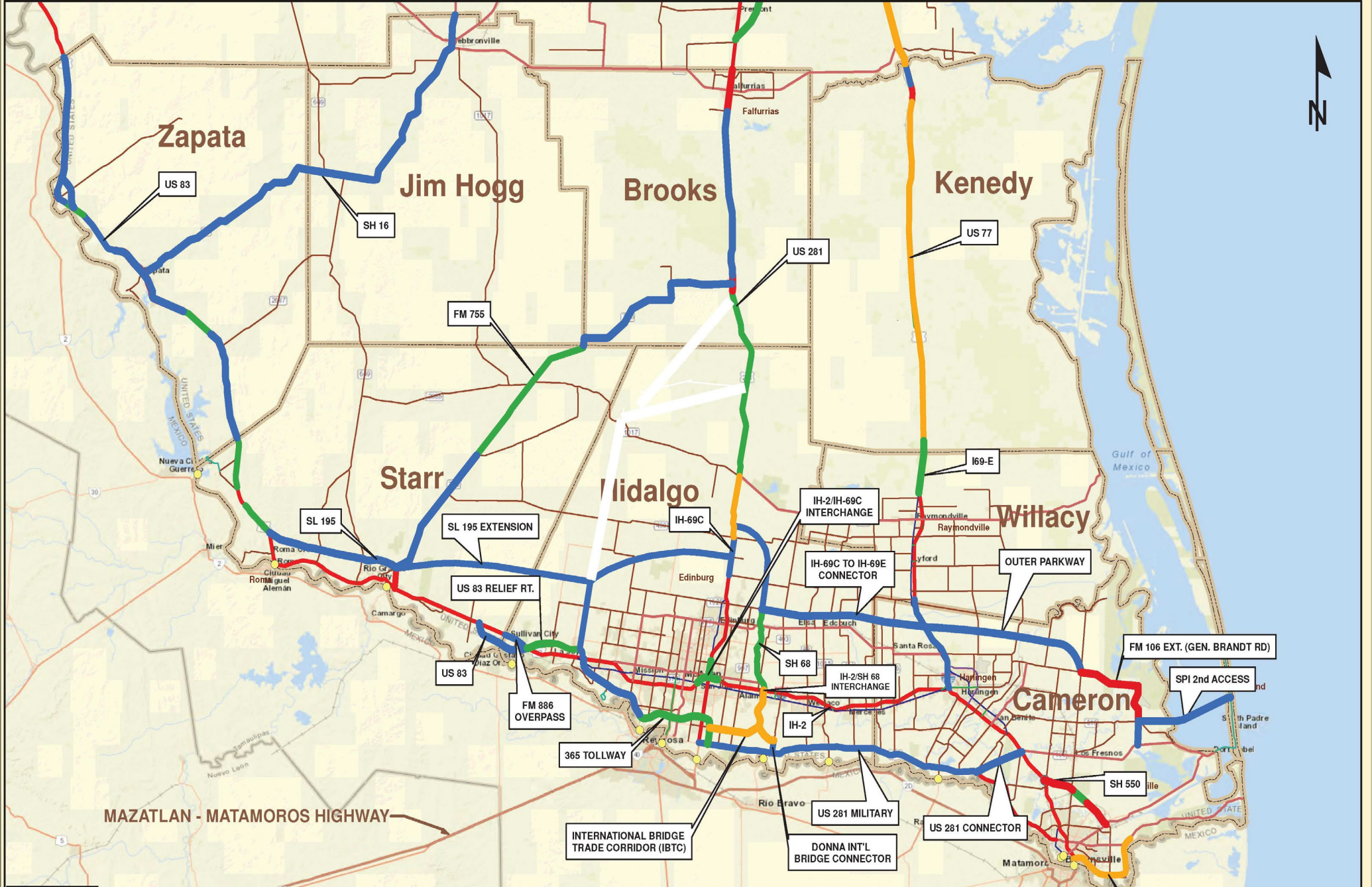
HDR
 HDR
 Firm Registration No. F-754
 4828 Loop Central Drive, Suite 800
 Houston, Texas 77081-2220
 713.622.9264

HCRMA GRANJENO WETLAND MITIGATION SITE GRADING PLAN

SCALE: HOR: 1" = 60' SHEET 7 OF 7

DW:		HIGHWAY	
CK DW:		365 TOLL	
DW:			
CK DW:		DIST	COUNTY
TR:		PHR	HILDAGO
CK TR:			SHEET NO. 16

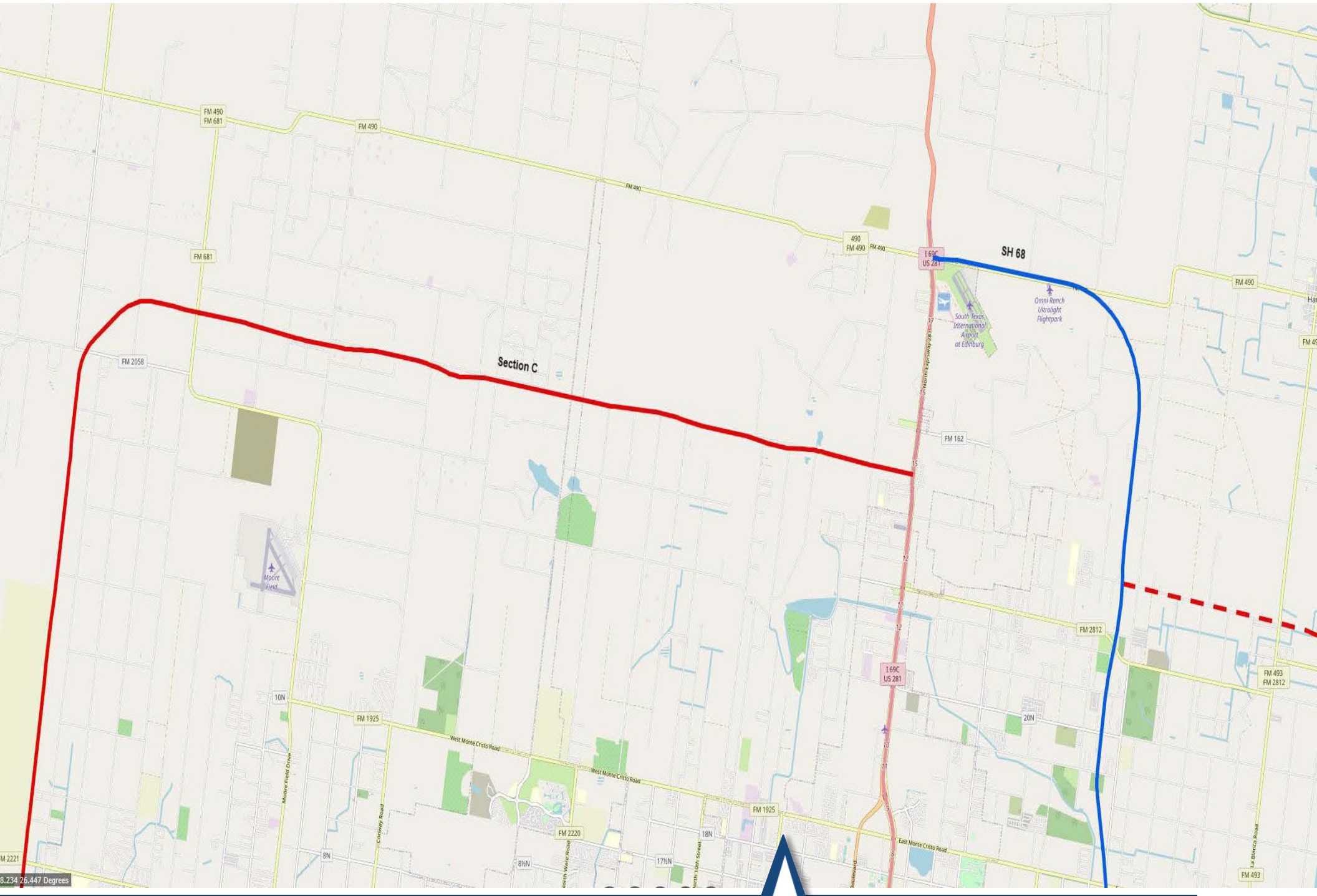
DATE: 8/2/2022
 FILE: 7072-S-GRDPLN-07



- COMPLETE
- FUNDED
- PARTIALLY FUNDED
- UNFUNDED
- INT'L CROSSING

**PHARR DISTRICT MAJOR PROJECTS
LONG RANGE PLAN**
(NOTE: NOT APPROVED BY TXDOT COMMISSION AND SUBJECT TO CHANGE)

REVISED
8:02 am, Sep 18, 2020



M 2221
B.234 26.447 Degrees



Section C Project Summary

- Project Description: Construct 4 lane controlled access tolled highway.
 - Length (Mi.): 29.85 from Schematic
 - ROW (Ac.): 1176 - 75% 300-ft / 25% 400-ft Road Width
 - Project Limits
 - From: I-2, 0.8 Mi W of Showers Rd
 - To: I-69C, 0.6 Mi. S. of FM 162

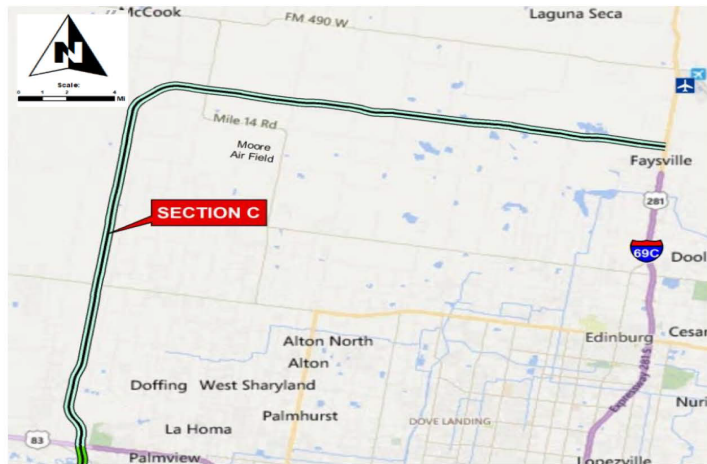
Key Assumptions

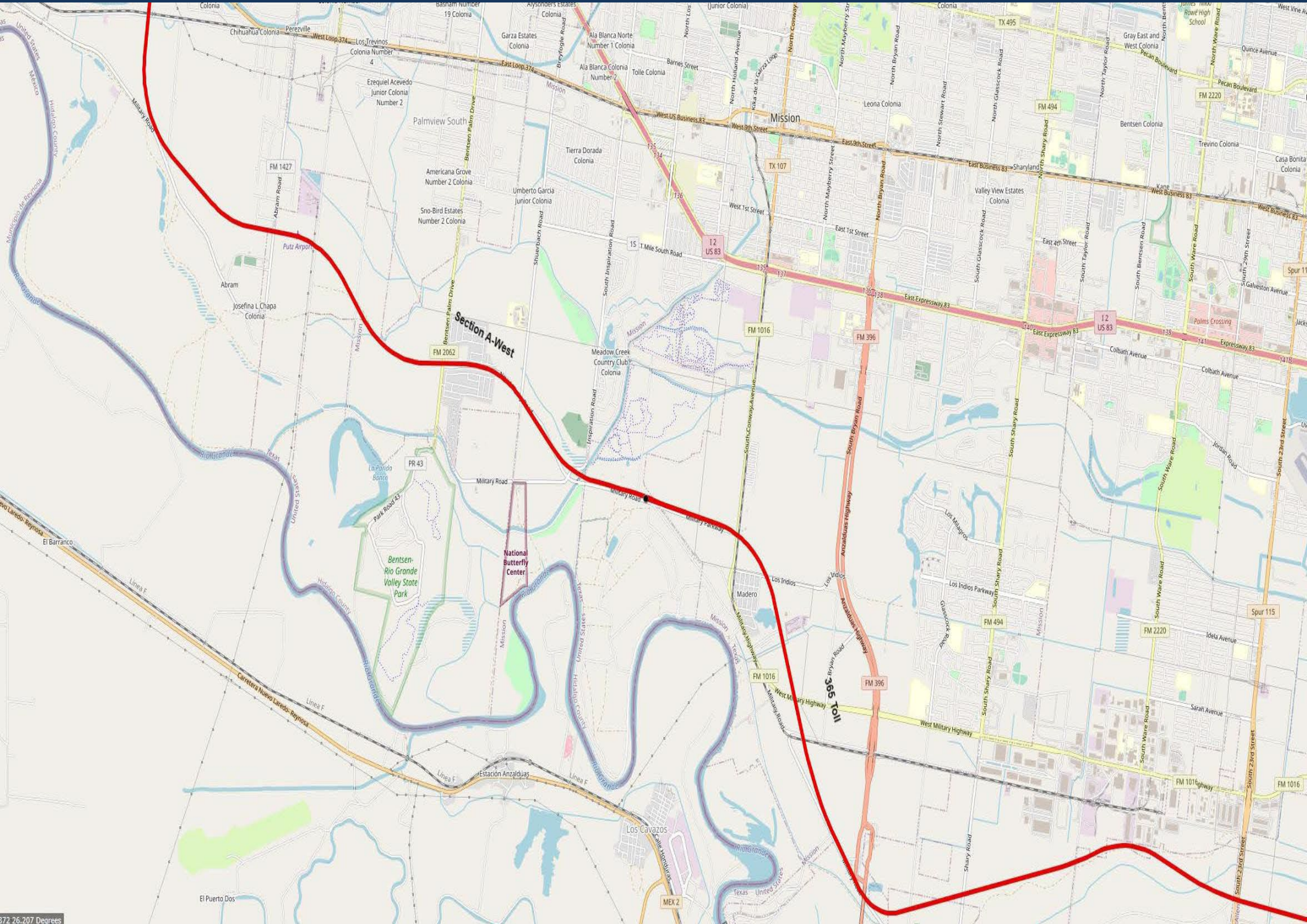
- Independent Env. Document (EIS), Overweight Pavement Design, Toll Collection System, and Partially Compensable Utilities.

Project Cost Overview

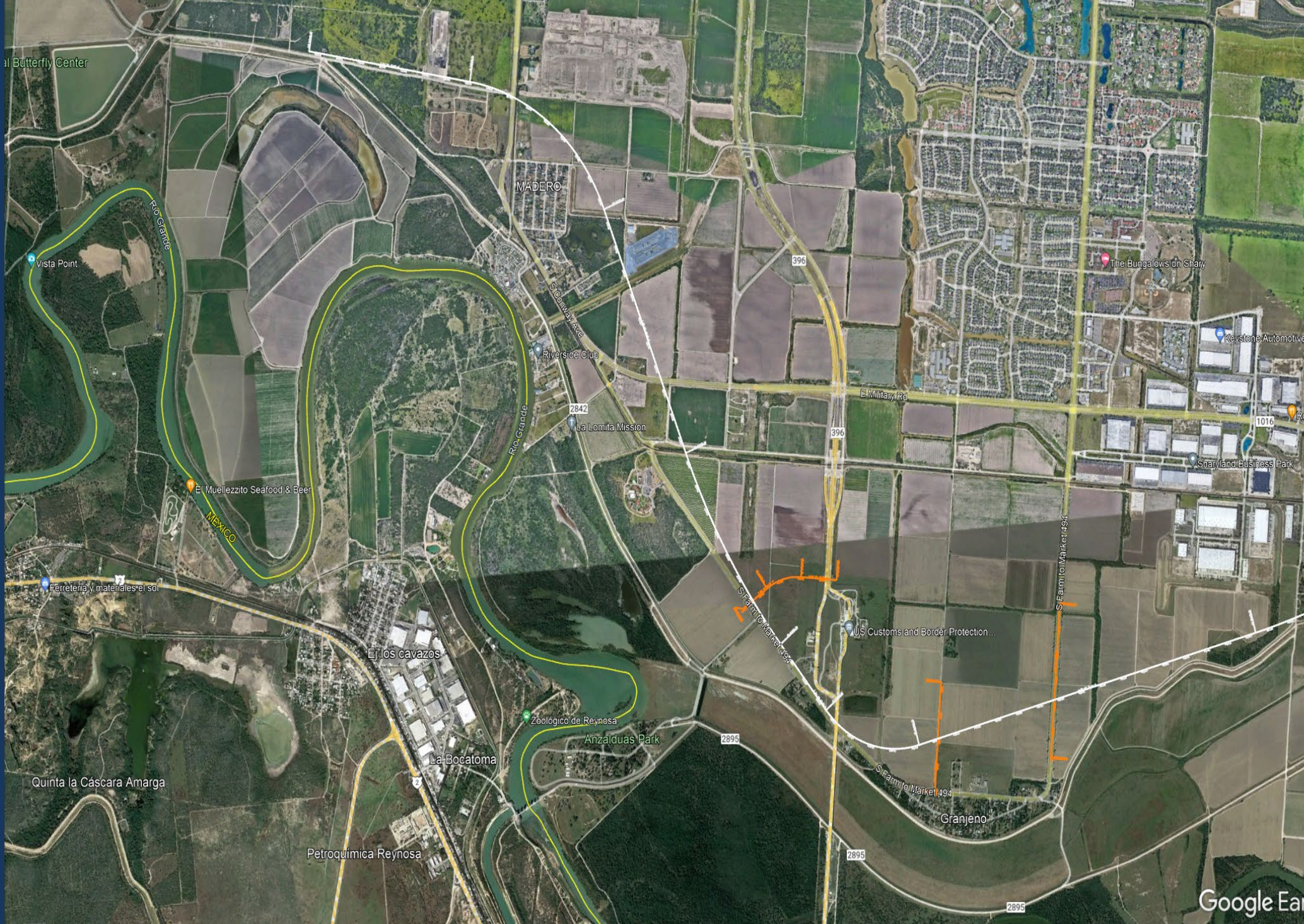
Total Development Cost: \$1,113,452,600 in 2023 Dollars

- **Mgt. Support: \$10,813,200** - 1.5% of CC: GEC Oversight
- **Prelim. Engr.: \$39,648,400** - 5.5% of CC: Environmental (EIS), Schematic, Low Level Flight, Surveys
- **Final Design: \$50,461,600** - 7.0% of CC: PS&E, Geotech, Pavement Design, SUE, Topo
- **ROW Acq.: \$152,880,000** - \$130,000/AC for ROW Services, Title Services, Land Acquisition
- **Utility Relo.: \$57,670,400** - 8.0% of CC for Utility Relocations / Drainage
- **Toll Collect. Sys.: \$41,450,600** - 5.75% of CC: 5% for TSI + TCS Des. + 0.75% T&R
- **Construction: \$720,880,000** - \$23MM/Mi. (Approx.) for CRCP 2+2 Facility + 5% Contingency
- **Constr. Mgt.: \$39,648,400** - 5.5% of CC: CEI & CMT





372.26,207 Degrees



365 Tollway Segment 4 Project Summary

- Project Description: Construct 4 lane controlled access tolled highway.
 - Length (Mi.): 2.65 from Schematic
 - ROW (Ac.): 104 - 75% 300-ft / 25% 400-ft Road Width
 - Project Limits
 - From: FM 1016 / Conway Ave
 - To: FM 396 / Anzalduas Hwy

Project Cost Overview

Total Development Cost: \$96,400,000 in 2023 Dollars

- **Mgt. Support: \$960,000** - 1.5% of CC: GEC Oversight
- **Prelim. Engr.: \$1,120,000** - 1.75% of CC: Environmental Re-evaluation (EA), Low Level Flight, Surveys
- **Final Design: 4,480,000** - 7.0% of CC: PS&E, Geotech, Pavement Design, SUE, Topo
- **ROW Acq.: \$13,520,000** - \$130,000/AC for ROW Services, Title Services, Land Acquisition
- **Utility Relo.: \$5,120,000** - 8.0% of CC for Utility Relocations / Drainage
- **Toll Collect. Sys.: \$3,680,000** - 5.75% of CC: 5% for TSI + TCS Des. + 0.75% T&R
- **Construction: \$64,000,000** - \$23MM/Mi. (Approx.) for CRCP 2+2 Facility + 5% Contingency
- **Constr. Mgt.: \$3,520,000** -5.5% of CC: CEI & CMT



Section A (West) Project Summary

- Project Description: Construct 4 lane controlled access tolled highway.
 - Length (Mi.): 8.26 from Schematic
 - ROW (Ac.): 325 - 75% 300-ft / 25% 400-ft Road Width
 - Project Limits
 - From: I-2, 0.8 Mi W of Showers Rd
 - To: FM 1016 / Conway Ave

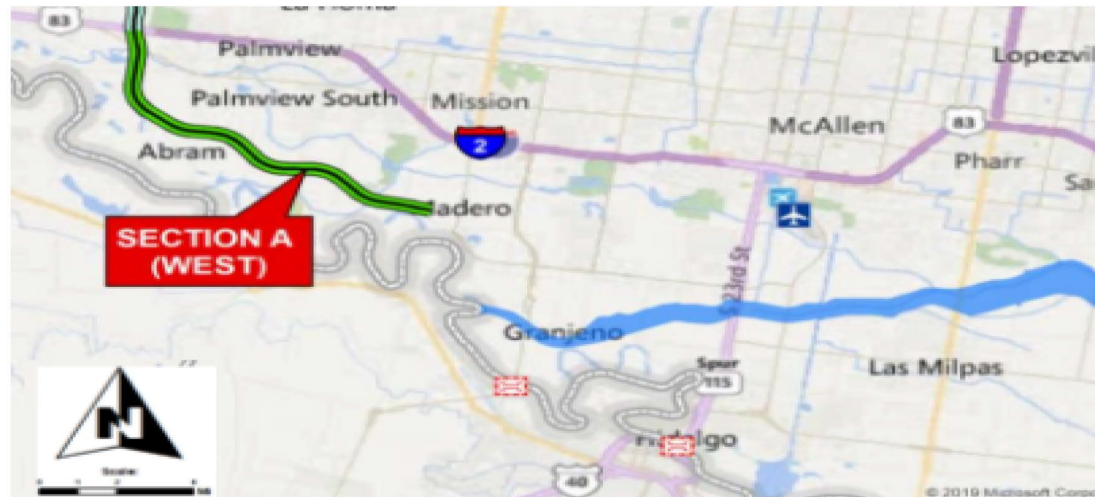
Key Assumptions

- Independent Env. Document (EIS), Overweight Pavement Design, Toll Collection System, and Partially Compensable Utilities.

Project Cost Overview

Total Development Cost: \$308,057,100 in 2023 Dollars

- **Mgt. Support: \$2,992,200** - 1.5% of CC: GEC Oversight
- **Prelim. Engr.: \$10,971,400** - 5.5% of CC: Environmental (EIS), Schematic, Low Level Flight, Surveys
- **Final Design: \$13,963,600** - 7.0% of CC: PS&E, Geotech, Pavement Design, SUE, Topo
- **ROW Acq.: \$42,250,000** - \$130,000/AC for ROW Services, Title Services, Land Acquisition
- **Utility Relo.: \$15,958,400** - 8.0% of CC for Utility Relocations / Drainage
- **Toll Collect. Sys.: \$11,470,100** - 5.75% of CC: 5% for TSI + TCS Des. + 0.75% T&R
- **Construction: \$199,480,000** - \$23MM/Mi. (Approx.) for CRCP 2+2 Facility + 5% Contingency
- **Constr. Mgt.: \$10,971,400** - 5.5% of CC: CEI & CMT



Thursday, September 14, 2023

Lenguaje ▼

Specialized Overweight Permits

Hidalgo County allows shippers to securely order specialized overweight permits online. The permits cover travel over the Hidalgo County roads listed below for vehicles weighing no more than the Mexican Legal Weight Limit or 125,000 lbs. For a more detailed explanation, see below.

Permit Information

The Hidalgo County Regional Mobility Authority (HCRMA) administers the overweight permit corridor system for the Hidalgo County. Overweight permits issued through the HCRMA are only valid for destinations originating from the following points of entry:

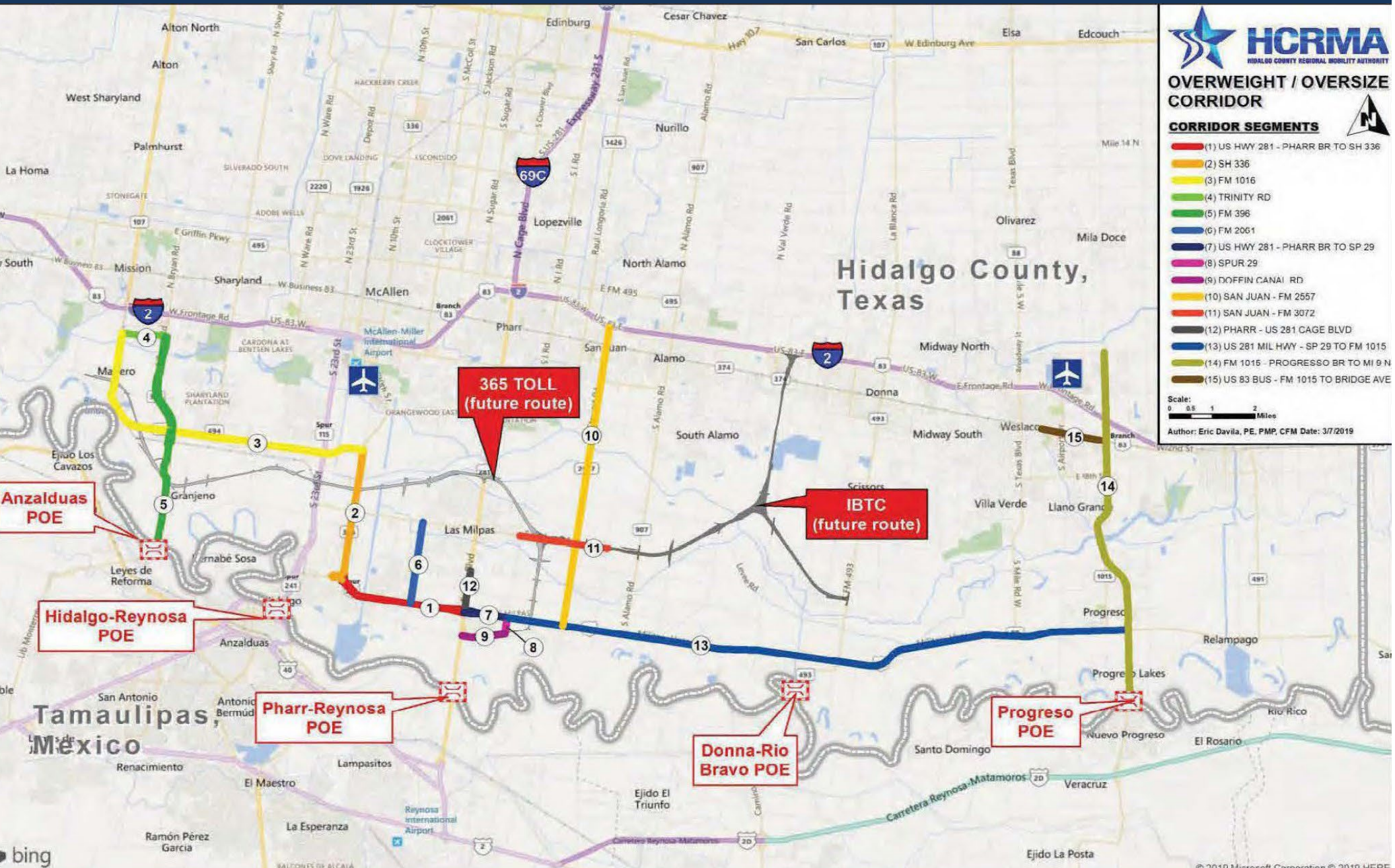
- Anzalduas Bridge
- Pharr-Reynosa Bridge
- Donna-Rio Bravo Bridge
- Progreso Bridge

Or for movement on the following roads:

- (1) U.S. Highway 281 between its intersection with Pharr-Reynosa International Bridge and its intersection with State Highway 336.
- (2) State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016.
- (3) Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road.
- (4) Trinity Road between its intersection with Farm-to-Market Road 1016 and its intersection with Farm-to-Market Road 396.
- (5) Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge.
- (6) Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281.
- (7) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29.
- (8) Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road.
- (9) Doffin Canal Road between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29.
- (10) FM 2557 (Stewart Road) from US 281/Military Highway to Interstate 2 (US 83).
- (11) FM 3072 (Dicker Road) from Veterans Boulevard ('I' Road) to Cesar Chavez Road.
- (12) Route 12: US 281 (Cage Boulevard) from US 281/Military Highway to Anaya Road.
- (13) US 281/Military Highway from Spur 29 to FM 1015.
- (14) Farm to Market 1015 - Progreso International Bridge to Mile 9 North.
- (15) US 83 Business - Farm to Market 1015 to South Bridge Avenue.

The gross weight of cargo and equipment shall not exceed the allowable permissible axle load, the Mexican Legal Weight Limit or 125,000 lbs, whichever is less, and the dimensions of the load and vehicle shall not exceed 12' wide, 15'6" high, or 110' long.

OVERWEIGHT / OVERSIZE CORRIDOR SEGMENTS



► OVERWEIGHT REPORT FOR 2023:

January 1, 2023- December 31, 2023

Total Permits Issued:	49,652
Total Amount Collected:	\$10,141,570
■ Convenience Fees:	\$211,170
■ Total Permit Fees:	\$9,930,400
-Pro Miles:	\$ 148,956
-TxDOT:	\$8,440,840
-HCRMA	\$1,340,604



▶ ACCUMULATED OVERWEIGHT REPORT:

January 14, 2014 - December 31, 2023

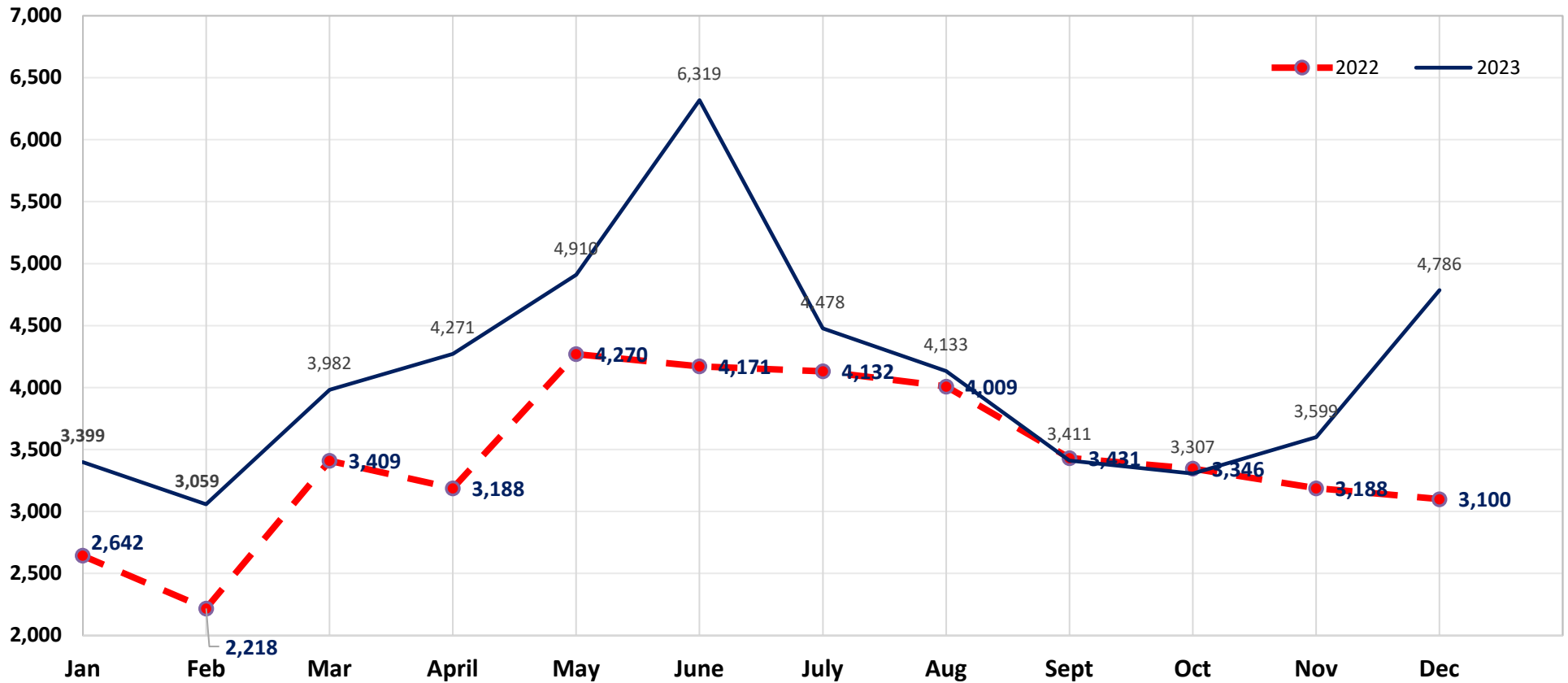
Total Permits Issued:	314,707
Total Amount Collected:	\$54,844,562
■ Convenience Fees:	\$1,066,962
■ Total Permit Fees:	\$53,777,600
-Pro Miles:	\$944,121
-TxDOT:	\$45,710,960
-HCRMA	\$7,122,519

*Effective November 13, 2017, permit fee increased from \$80 to \$200



JANUARY 1, 2023 – DECEMBER 31, 2023

Overweight/Oversized Permit Count 2022 - 2023 Monthly Comparison



NOTES:

1. The accumulated permit count for 2023: 49,652 in comparison to 2022: 41,104 and 2021: 39,273.

Annual increase of: 2022: 8,548 [20.8%] and 2021: 10,379 [26.4%]

2. Monthly permit count of 4,786 represents a 54.38% (increase, 1,686) compared to the same month in 2022 (3,100).

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/18/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REPORT ON CONSTRUCTION ACTIVITY FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Report on 365 Tollway Project Construction Activities.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
5. Staff Recommendation: **Report only.**
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None

HCRMA Board of Directors

S. David Deanda, Jr., Chairman

Eziquiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Gabriel Kamel, Director

Sergio Saenz, Director

Francisco “Frank” Pardo, Director

Michael J. Williamson, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

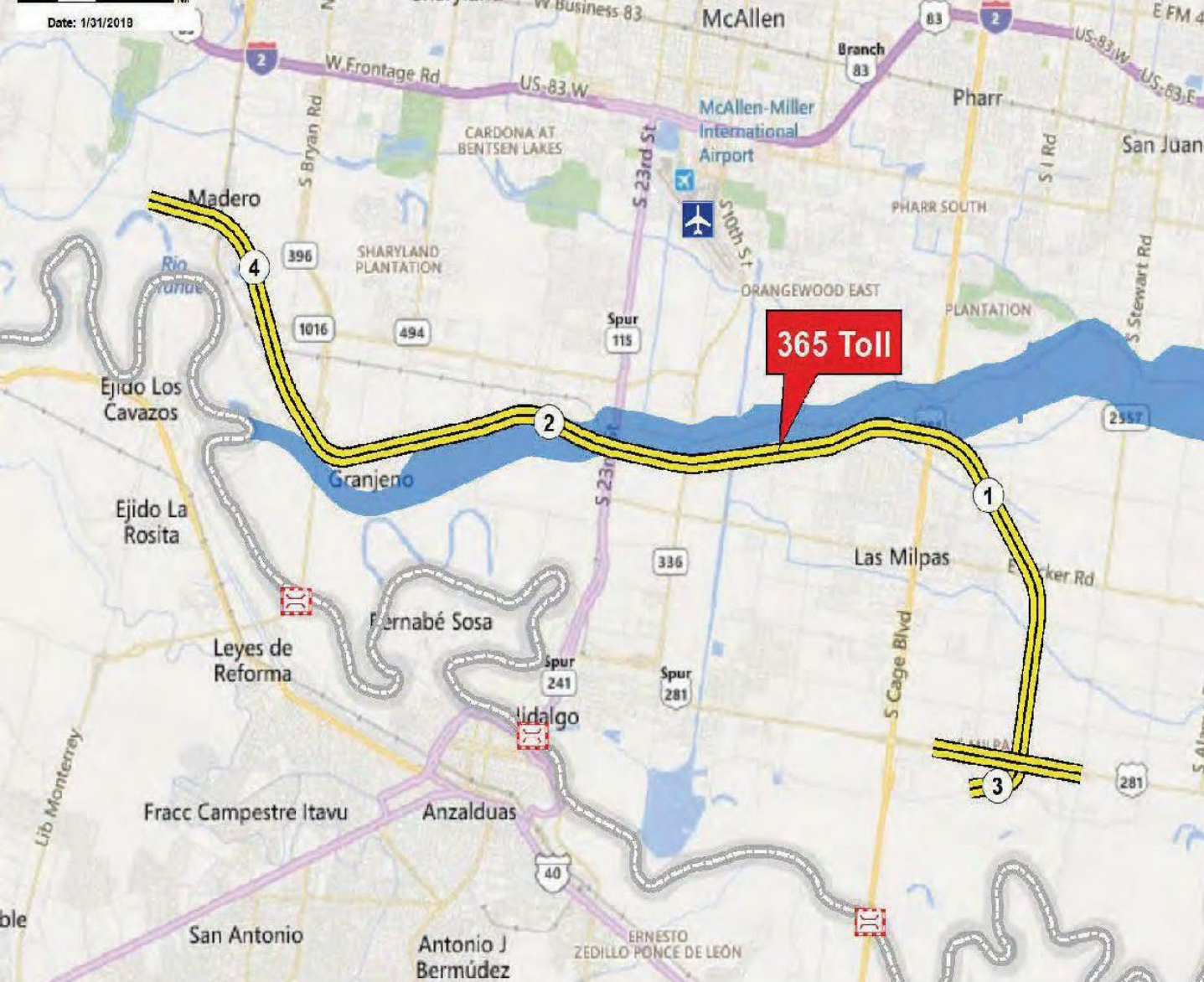
Ramon Navarro IV, PE, CFM, Chief Constr. Eng.

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Jose Castillo, Chief Financial Ofcr.

General Engineering Consultant

HDR Engineering, Inc.



MAJOR MILESTONES:
 NEPA CLEARANCE
 07/03/2015

100% ROW ACQUIRED

PH 1: 365 SEG. 3
 LET: 08/2015
COMPLETED

PH 2: 365 TOLL
SEGS. 1 & 2
LET: 11/2021
OPEN: 01/2026

[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.
 TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]
 [SEG. 4 FUTURE] LIMITS FROM FM 16 / CONWAY
 TO 0.8 MI. W. FM 396 / ANZALDUAS HIGHWAY





365 TOLLWAY COLLECTION SYSTEM INSTALLATION, INTEGRATION and MAINTENANCE PROJECT

- SEPTEMBER 8, 2022** -Request for Proposals was released
- OCTOBER 3, 2022** -Mandatory Pre-bid meeting was conducted with In-Person or Virtual Attendance option
- DECEMBER 9, 2022** -Five Proposals were received for the 365 Toll Collection System, Integration, and Maintenance Project
- DECEMBER 16, 2022** -Compliance reviews were conducted of all electronic bids;
- FEBRUARY 6, 2023** -Evaluation committee [HCRMA staff and HDR [GEC]] thoroughly reviewed proposals, conducted oral presentations and in accordance with RFP's two-step scoring process
- FEBRUARY 14, 2023** -Proposal bid prices opened, evaluated, scored by evaluation committee
- FEBRUARY 28, 2023** -First Executive
- MARCH 13, 2023** -Second Executive Briefing
- MARCH 14, 2023** -Negotiation of contract terms, condition, & BAFO
- MARCH 28, 2023** -Award of contract to SICE, Inc. for \$13,980,669 with a score of 905
- OCTOBER 28, 2023** -Single Gantry amendment

EXECUTIVE SUMMARY

- The Notice to Proceed (NTP) was issued to Pulice Construction Inc. (PCI) on February 15, 2022, with time charges commencing on March 17, 2022.
- The work under this contract shall be substantially completed within **1,264 CALENDAR** days [September 22, 2025] After Substantial Completion, Pulice will be allowed up to an additional 60 calendar days for Final Acceptance. Therefore, all improvements must be final accepted by [November 21, 2025].
- Working days will be charged Sunday through Saturday, including all holidays [with exception of:

New Year's Day (January 1st)

Independence Day (July 4th)

Labor Day (1st Monday in the month of September)

Thanksgiving Day and day after (4th Thursday and Friday in the month of November);

Christmas Eve and Day (December 24th and 25th)

regardless of weather conditions, material availability, or other conditions not under the control of the Contractor, except as expressly provided for in the Contract. If Contractor fails to complete the work on or before the contract time, Pulice Construction Inc. agrees to pay the Authority \$ 16,500 per day as liquidated damages to cover losses, expenses and damages of the Authority for every Calendar Day which the Contractor fails to achieve Substantial Completion of the Project.

- The total construction cost submitted \$ 295,932,420.25.

HCRMA 365 TOLL PROJECT CSJ#0921-02-368: CHANGE ORDER SUMMARY

Four (5) approved Changes Order(s): **[\$9,711, 974.93]** +0 days

CO#1	11/11/2021 entering VECP process	+000 days	\$000,000,000.00	.0%
CO#2	12/21/2021 VECP Plan Revisions	+000 days	\$(14,208,622.30)	(4.80%)
CO#3	04/26/2022 VECP Contractor Risk	+000 days	\$000,000,000.00	(0%)
CO#4	01/24/2023 Drill Shafts	+000 days	\$171,516.59	0.06%
CO#5	06/24/2023 VECP True Realized Savings	+000 days	<u>\$4,325,130.78</u>	1.44%
CO#6	11/29/2023 PLAN REVISIONS \ FIELD CHANGES	+000 days	TBD [PENDING]	

CHANGE ORDERS:

Change Order No.1 Summary: November 10, 2021, Resolution 2021-54

- The Primary purpose of Change Order No. 1 is for the HCRMA and contractor to enter a defined VECP proves to reduce the overall cost of the project based on a 30% design furnished by the contractor.
- Cost to the Project include: 30% of 5% of the project savings to the project or direct costs to the contractor, whichever is less. These costs are intended to pay the contractor for design work achieve a 30% design.
- The HCRMA assumes ownership of all design work developed by the contractor, and cost savings are shared by the HCRMA and contractor by 40% and 60% respectively.

Change Order No. 2 Summary: December 20, 2021, Resolution 2021-78

- Change order No. 2 amended the contract price from \$295,932,420.25 to \$281,723,797.95.
- By execution of Change Order No. 1, the contractor completed a 30% design to an effort to estimate cost savings for the project. Payment for the contractor's initial design work is \$613,285.06 in accordance with calculations presented in Change Order No. 1. This is the only cost due to the contractor based on the execution of Change Order No. 2 and is non-participating.
- Notice to proceed was issued 2/15/2022, the HCRMA reimburse the contractor for the remaining design costs to not exceed 5% of the total cost savings. Payments made will be based upon design milestones at 60%, 90% and 100% completion and acceptance.

VECP calculations for Contract Price of	\$281,723,797.95	
VECP Gross Savings	\$38,010,382.63	
Less est. Total Design Cost	\$1,943,648.45	(Schematics + Final Design)
Less Est. Owner's Fees	\$545,178.43	(GEC, Environmental, T&R Costs)
VECP Net Savings	\$35,521,555.75	
60% Contractor Saving:	\$21,312,933.45	Paid as Progress Payments
40% Owner Savings:	\$14,208,622.30	Reduced from original Project

Change Order No. 3 Summary: April 26, 2022, Resolution 2022-36

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net savings includes the "Contractor Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the saving approved by the parties. To the extent total actual costs exceed the total amount approved, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor 60% portion of the net savings.
- To the extent actual costs exceed the amounts presented in Exhibit A, Contractor agrees that such overages due to errors, oversight, omission additions, or corrections to final units, quantities or unit pricing shall be deducted from contractor's 60% portion of the net savings (the "Contractor Risk").
- Contractor VECP Savings Payments.

Contractor's share of the savings shall be calculated and paid out as progress payments under the terms of the contract, as follows:

Construction Progress	Proposed Savings Payment
20% Completion	\$4,262,586.69
40% Completion	\$4,262,586.69
60% Completion	\$4,262,586.69
80% Completion	\$4,262,586.69
Final Acceptance	<u>\$4,262,586.69</u>
	\$21,312,933.45

The parties agrees that if the Savings are not apparent or justified during a designated progress period, all, or part of any such Savings Payment, on the recommendation of the General Engineering Consultant, may be (i) deferred to the next progress period or (iii) reduced to reflect the Contractor's Risk for unrealized Savings/overages.

Change Order No. 4 Summary: January 24, 2023, Resolution 2023-05

Change Order No. 4 removes 1,524LF of Item 416-6005 Drill Shaft (42") introduces 48" drill shafts to incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Change Order No. 4 introducing 1,585LF of Item 416-6006 Drill Shaft (48 IN) at a unit cost of \$308.39/LF for a net cost of \$171,516.59 to be fully paid by HCRMA [Owner].

Change Order No. 5 Summary: June 24, 2023, Resolution 2023-30

In Lieu of \$38,010,382.63 savings, they only can truly account for \$30,565,888. They are claiming that of the \$7,444,494.63 shortfall, only \$3,186,525.45 is from their 60%; additional \$4,257,969.18 are contributable to busts in original plans, design errors and quantity mistakes and are to be attributed to HCRMA contingency[\$ 5,000,000>>\$570,514.23].

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net savings includes the "Contractor Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the saving approved by the parties. To the extent total actual costs exceed the total amount approved, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor 60% portion of the net savings. **The unrealized savings presented are \$2,367,208.20**
 - To the extent actual costs exceed the amounts presented in Exhibit A, Contractor agrees that such overages due to errors, oversight, omission additions, or corrections to final units, quantities or unit pricing shall be deducted from contractor's 60% portion of the net savings (the "Contractor Risk"), **revised shall be \$18,945,725.25**
 - Contractor VECP Savings Payments **are amended, as such:**

Contractor's share of the savings shall be calculated and paid out as progress payments under the terms of the contract, as follows:

Construction Progress	Proposed Savings Payment	Paid Date
**20% Completion	\$4,262,586.69	12/22/22
40% Completion	\$4,262,586.69 \$3,670,784.64	
60% Completion	\$4,262,586.69 \$3,670,784.64	
80% Completion	\$4,262,586.69 \$3,670,784.64	
Final Acceptance	\$4,262,586.69 \$3,670,784.64	
	\$21,312,933.45 \$18,945,725.25	

**[\$18,945,725.25 - \$4,262,586.69 = \$14,683,138.56 / 4 = \$3,670,784.64]

PROJECT PRODUCTION

□ CAPTURING VECP PACKETS

- 2/8/23 VECP Team met, exchanged concepts, formats
- 3/8/23 VECP meeting formal report submitted
- 4/20/23 VECP concepts completed and negotiations underway
- 7/07/23 New revised baseline schedule
- 7/10/23 CO#5 terms and conditions

□ FORMAL SUBMITTALS, REVIEW OF DOCUMENTS

- RFIs 137
 - SUBMITTALS 144
- 01/18/2024

□ TESTING [Soils/Concrete]

- Levees / embankment / select fill
- Drill Shafts / Bents / Slab
- Roadway: limed subgrade / Cement Treated base

□ ENVIRONMENTAL JUSTICES [SW3Ps]

□ EMBANKMENT Shary / SH336 / SP115 / Highline/ McColl /Anaya

□ UNDERGROUND WORK Storm Sewer / Irrigation structures / Tolling Conduit

□ LEVEE WORK

□ Bridge Substructure FM494 / Floodway / SP115 / SH336 / McColl / Ditch Bridge / Highline

- BEAMS SET: McColl / Canal Bridge / Floodway/ FM494

□ RETAINING WALLS Highline / Anaya / SP115

365 TOLL PROJECT CSJ:0921-02-368 Under Construction

GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368

Contractors

Organization	Contractor ID
A.H. BECK FOUNDATION CO, INC.	741202926
CERTIFIED PLACERS, LLC.	21719
D&G ENERGY CORPORATION	20077921
Electro-Hi, LLC	19355
HIGHWAY BARRICADES & SERVICES, LLC	15122
Indus Road & Bridge, Inc.	26681
IOC COMPANY, LLC	36-4576062
IZAGUIRE CONSTRUCTION	24903
L&R PRECAST CONCRETE WORKS, INC.	943417491
PULICE CONSTRUCTION, INC. Prime	071463
RIO GRANDE REBAR RODBUSTERS, LLC	47-2109618
SCOTT DERR PAINTING COMPANY, LLC	90-0430133
SICE, INC.	20-8429863
Southwest Road & Safety Contractors, Ltd.	76-0651711
TEXAS HIGHWAY SYSTEMS, INC.	5963
TEXAS ICON CONSTRUCTION, LLC.	25775
Texas Sterling Construction dba RDI Foundation Drilling	06958
US-MENARD, INC.	56-18323473

Payment History

Payment Number	Pay Period	Payment Amount	Payment To Date	Payment Status
22	12/16/2023 to 01/15/2024	\$3,798,704.58	\$106,906,037.80	Pending
21	11/16/2023 to 12/15/2023	\$7,678,808.97	\$103,107,333.22	Paid
20	10/16/2023 to 11/15/2023	\$6,172,155.46	\$95,428,524.25	Paid
19	09/16/2023 to 10/15/2023	\$5,115,697.33	\$89,256,368.79	Paid
18	08/16/2023 to 09/15/2023	\$7,157,089.08	\$84,140,671.46	Paid
17	07/16/2023 to 08/15/2023	\$5,532,158.94	\$76,983,582.38	Paid
16	06/16/2023 to 07/15/2023	\$2,803,225.26	\$71,451,423.44	Paid
15	05/16/2023 to 06/15/2023	\$2,402,150.75	\$68,648,198.18	Paid
14	04/16/2023 to 05/15/2023	\$1,672,812.23	\$66,246,047.43	Paid
13	03/16/2023 to 04/15/2023	\$2,302,505.87	\$64,573,235.20	Paid
12	02/16/2023 to 03/15/2023	\$1,571,621.63	\$62,270,729.33	Paid
11	01/16/2023 to 02/15/2023	\$1,519,297.77	\$60,699,107.70	Paid

Payment History:

365 TOLL PROJECT CSJ:0921-02-368

01/17/2024

Page 1 of 2

Payment Number	Pay Period	Payment Amount	Payment To Date	Payment Status
10	12/16/2022 to 01/15/2023	\$943,705.68	\$59,179,809.93	Paid
9	11/15/2022 to 12/15/2022	\$8,892,613.75	\$58,236,104.25	Paid
8	10/15/2022 to 11/14/2022	\$4,085,602.35	\$49,343,490.50	Paid
7	09/16/2022 to 10/14/2022	\$1,427,873.36	\$45,257,888.15	Paid
6	08/19/2022 to 09/15/2022	\$657,136.92	\$43,830,014.79	Paid
5	07/20/2022 to 08/18/2022	\$378,458.17	\$43,172,877.87	Paid
4	06/21/2022 to 07/19/2022	\$2,793,575.17	\$42,794,419.70	Paid
3	06/01/2022 to 06/20/2022	\$2,336,832.39	\$40,000,844.53	Paid
2	05/01/2022 to 05/31/2022	\$14,029,200.82	\$37,664,012.14	Paid
1	02/15/2022 to 04/30/2022	\$23,634,811.32	\$23,634,811.32	Paid
Total:		\$106,906,037.80		

Payment Summary

	Previous	Current	To Date
Credits			
Authorized Work	\$83,667,096.25	\$3,934,632.47	\$87,601,728.72
Stockpile Advancement	\$25,575,014.36	\$1,053,582.11	\$26,628,596.47
Reductions			
Stockpile Recovery	\$6,134,777.39	\$1,189,510.00	\$7,324,287.39
Retainage	\$0.00	\$0.00	\$0.00
Liquidated Damages	\$0.00	\$0.00	\$0.00
Payment			
Adjustment	\$0.00	\$0.00	\$0.00
Retainage Released	\$0.00	\$0.00	\$0.00
Totals	\$103,107,333.22	\$3,798,704.58	\$106,906,037.80

365 TOLL PROJECT CSJ:0921-02-368 Under Construction

GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368

Overview

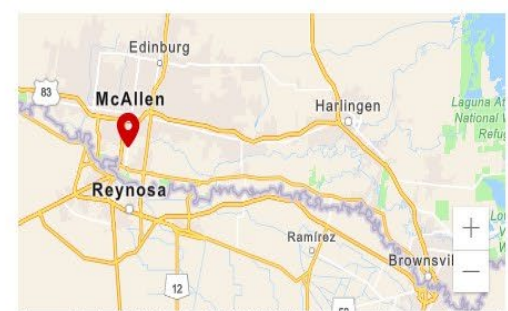
Edit

General Information

Project

Work Type
Heavy Highway

Location



Texas Parks & Wildlife, CONANP, Esri, Tom... Powered by Esri

Coordinates
26.14052384945899, -98.24062242016183

Location
FM-396 (ANZALDUAS HIGHWAY) TO US-281 MILITARY HIGHWAY

Management

Prime Contractor
PULICE CONSTRUCTION, INC.

Project Manager
Ramon Navarro, IV., P.E.

Managing Office
HCRMA Construction Department

Created By
Sergio Mandujano

Awarded Amount \$295,932,420.25	Authorized Amount \$265,126,088.59	Approved Changes -\$30,806,331.66
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Description
GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368

Amount Paid

Amount paid so far \$103,107,333.22	35% of your Awarded \$295,932,420.25	39% of your Authorized \$265,126,088.59	100% of your Approved Payments \$103,107,333.22
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Important Dates

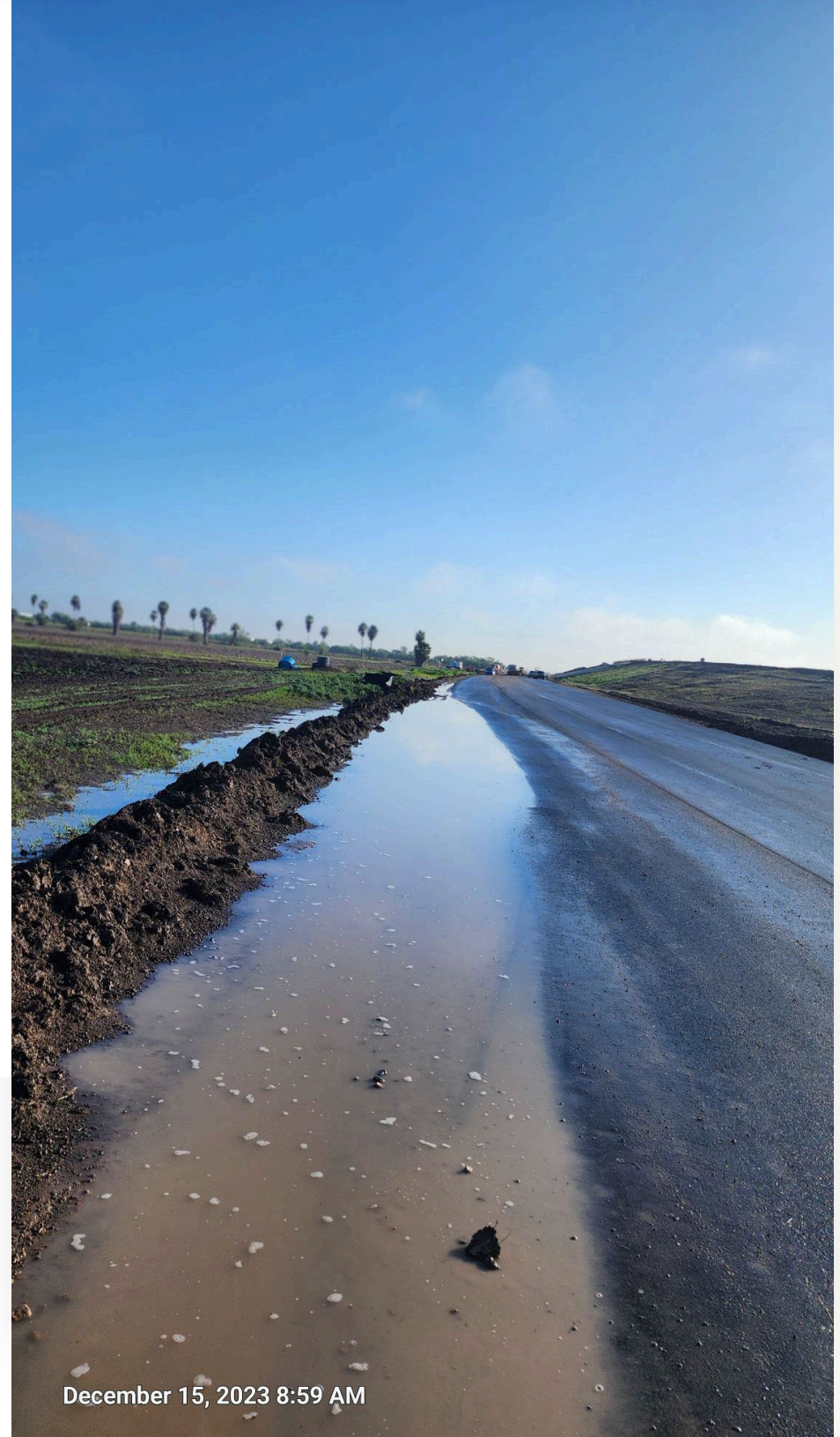
Date Created	Notice to Proceed	Construction Start	Work Completion
Apr 22, 2022	Feb 15, 2022	Mar 17, 2022	Sep 22, 2025

Progress

Time Complete: 672 Days Time Remaining: 592 Days

Amount Posted: \$87,601,728.69 30%	Awarded Amount: \$295,932,420.25
Amount Posted: \$87,601,728.69 33%	Authorized Amount: \$265,126,088.59

INCLEMENT WEATHER DECEMBER 2023



December 15, 2023 8:59 AM

STA 825+00, Levee work along floodway





Setting Floodway Beams

TOLL COLLECTION SYSTEM INFRASTRUCTURE (Conduit / Pull Boxes)





Retaining wall erection at
Highline, Anaya and SP115

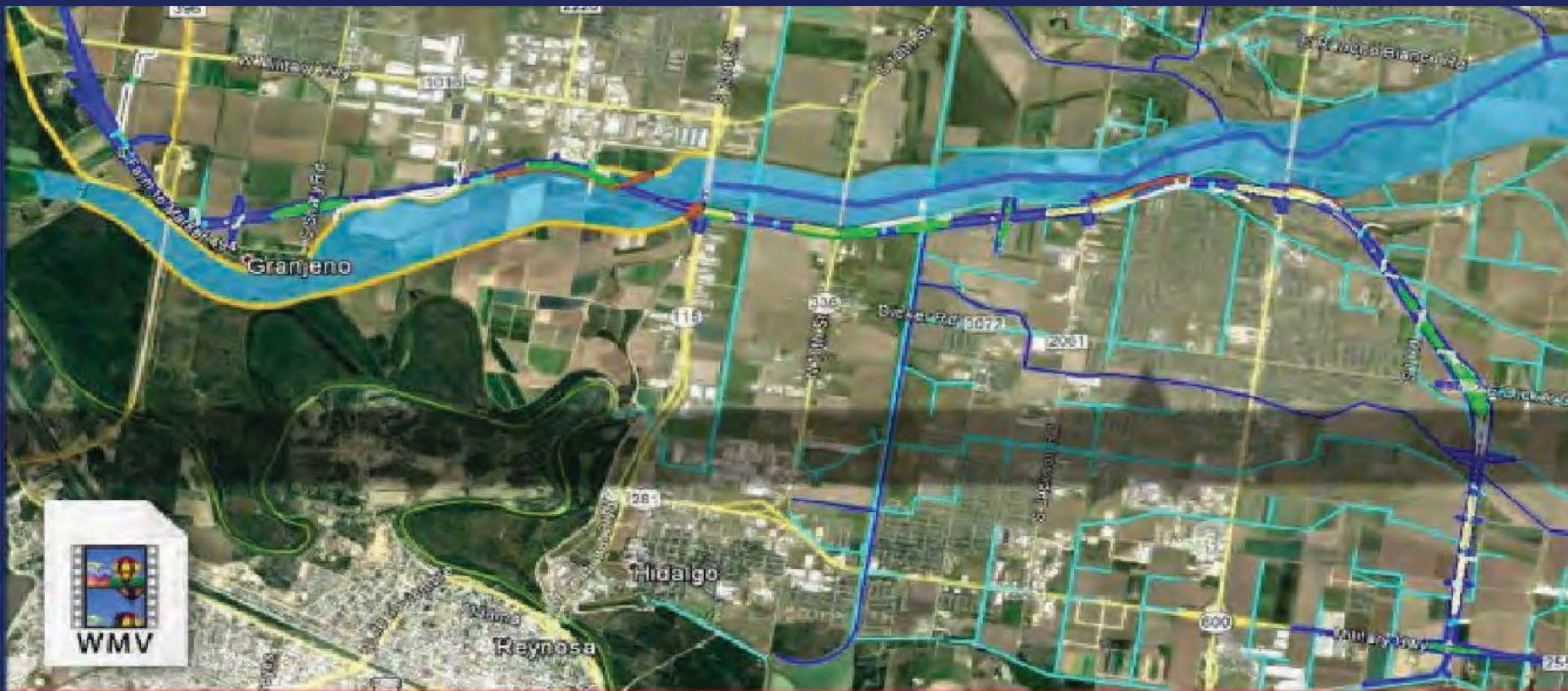


STA. 655+00 >> 745+00
PAVEMENT SUBSTRUCTURE
(1" bond Breaker; 6" Cement Treated Base;
12" Lime Subgrade)



STA. 960+70
HCID#2
COORDINATION
RCP PIPE
ENCASEMENT /
SPACERS





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Item 1C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REPORT ON OVERWEIGHT/OVERSIZED VEHICLE PERMITS ISSUED IN 2023.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Report on Overweight/Oversized vehicle permits issued in 2023 - Pilar Rodriguez

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Report only.**

6. Program Manager's Recommendation: Approved Disapproved X None

7. Planning Committee's Recommendation: Approved Disapproved X None

8. Board Attorney's Recommendation: Approved Disapproved X None

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: Approved Disapproved X None

11. Chief Development Engineer's Recommendation: Approved Disapproved X None

12. Chief Construction Engineer's Recommendation: Approved Disapproved X None

13. Executive Director's Recommendation: Approved Disapproved X None



Memorandum

To: S. David Deanda, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: January 15, 2024
Re: **Overweight/Oversized Annual Permit Activity - 2023**

Attached is a report indicating the statistic for the issuance of Overweight/Oversized Permits for the 2022 calendar year for the Authority. The permit system went live on April 11, 2014 with a permit fee of \$80. Effective November 13, 2017, the fee increased to \$200. Allocation of these permits remains the same with TxDOT receiving 85% and the HCRMA 15% less the ProMiles fee, which is \$3.00 per permit issued. ProMiles also charges a 3% credit card pass-through convenience fee to those that pay by credit card.

For the period of January 1, 2015 to December 31, 2015, the Authority issued 14,427 permits for the overweight cargo shipments and generated permit fees in the amount of \$1,183,442.40. Of the total collected, TxDOT received \$981,036; HCRMA \$129,843; ProMiles \$43,281 and \$29,282.40 in credit card pass-through convenience fees.

For the period of January 1, 2016 to December 31, 2016, the Authority issued 28,357 permits for the overweight cargo shipments and generated permit fees totaling \$2,331,860. Of this amount, TxDOT received \$1,928,276; HCRMA \$255,213; ProMiles \$85,071 and \$63,300 in credit card pass-through fees.

For the period of January 1, 2017 to December 31, 2017, the Authority issued 37,048 permits for the overweight cargo shipments and generated permit fees totaling \$3,536,079.20. Of this amount, TxDOT received \$2,925,428; HCRMA \$405,108; ProMiles \$111,144 and \$94,399.20 in credit card pass-through fees.

For the period of January 1, 2018 to December 31, 2018, the Authority issued 34,502 permits for the overweight cargo shipments and generated permit fees totaling \$7,061,812. Of this amount, TxDOT received \$5,865,340; HCRMA \$931,554; ProMiles \$103,506 and \$161,412 in credit card pass-through fees.

For the period of January 1, 2019 to December 31, 2019, the Authority issued 33,790 permits for the overweight cargo shipments and generated permit fees totaling \$6,918,764. Of this amount, TxDOT received \$5,744,300; HCRMA \$912,330; ProMiles \$101,370 and \$160,764 in credit card pass-through fees.

For the period of January 1, 2020 to December 31, 2020, the Authority issued 36,040 permits for the overweight cargo shipments and generated permit fees totaling \$7,330,148. Of this amount, TxDOT received \$6,126,800; HCRMA \$973,080; ProMiles \$108,120 and \$122,148 in credit card pass-through fees.

For the period of January 1, 2021 to December 31, 2021, the Authority issued 39,273 permits for the overweight cargo shipments and generated permit fees totaling \$7,948,416. Of this amount, TxDOT received \$6,676,410; HCRMA \$1,060,371; ProMiles \$117,819 and \$93,816 in credit card pass-through fees.

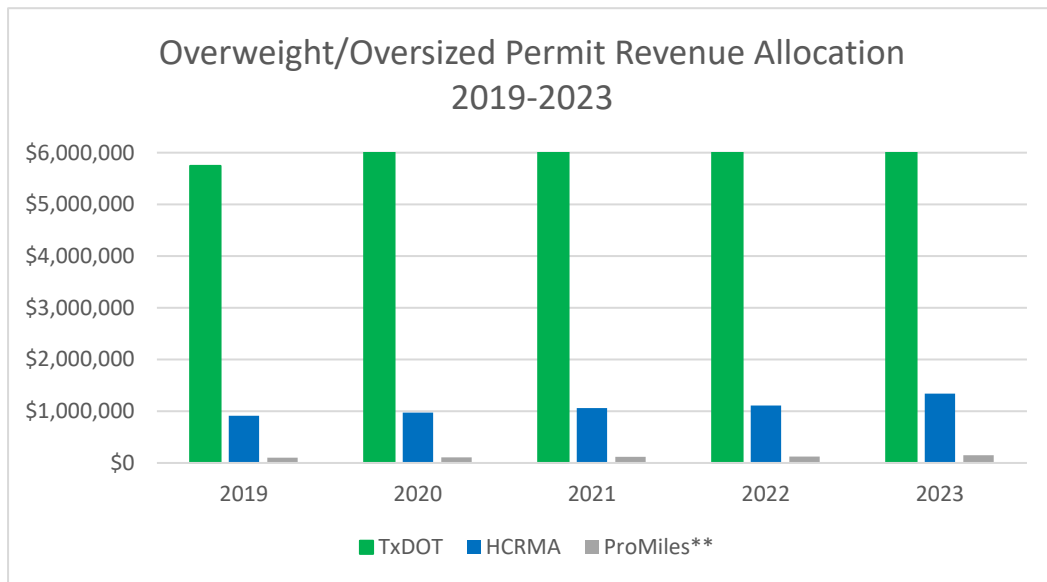
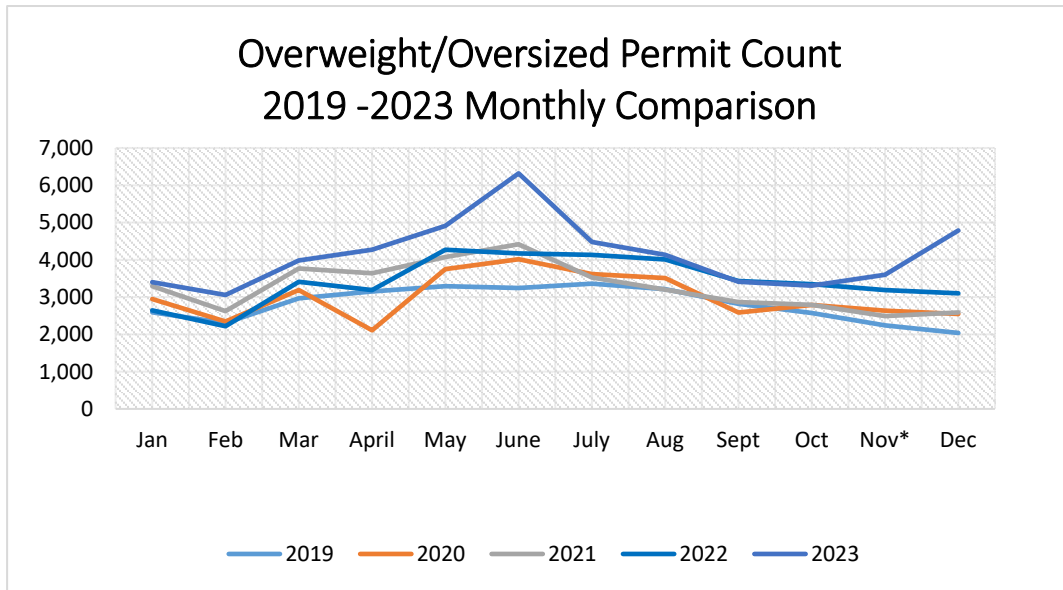
For the period of January 1, 2022 to December 31, 2022, the Authority issued 41,104 permits for the overweight cargo shipments and generated permit fees totaling \$8,350,622. Of this amount, TxDOT received \$6,987,680; HCRMA \$1,109,808; ProMiles \$123,312 and \$129,822 in credit card pass-through fees.

For the period of January 1, 2023 to December 31, 2023, the Authority issued 49,652 permits for the overweight cargo shipments and generated permit fees totaling \$10,141,570. Of this amount, TxDOT received \$8,440,840; HCRMA \$1,340,604; ProMiles \$148,956 and \$211,170 in credit card pass-through fees.

If you should have any questions for require additional information, please feel free to contact me.

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ANNUAL OVERWEIGHT/OVERSIZE PERMIT 5-YEAR COMPARISON**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov*	Dec	Total
2019	2,591	2,305	2,966	3,150	3,292	3,244	3,360	3,212	2,818	2,573	2,241	2,038	33,790
2020	2,947	2,345	3,189	2,110	3,750	4,016	3,617	3,510	2,585	2,788	2,636	2,547	36,040
2021	3,292	2,623	3,768	3,638	4,074	4,417	3,526	3,200	2,866	2,792	2,490	2,587	39,273
2022	2,642	2,218	3,409	3,188	4,270	4,171	4,132	4,009	3,431	3,346	3,188	3,100	41,104
2023	3,399	3,057	3,982	4,271	4,910	6,319	4,478	4,133	3,411	3,307	3,599	4,786	49,652



*Effective November 13, 2017, permit fee increased from \$80 to \$200

** ProMiles Revenue excludes credit card convenience fees



HCRMA Permits Total Payments Report

1/1/2023 - 12/31/2023

<u>Payment Type</u>	<u>Count</u>	<u>Amount</u>
Credit Cards	35195	\$7250170.00
Escrow	14457	\$2891400.00
Total Permits	49652	\$10141570.00
<u>Convenience Fees</u>		<u>\$211170.00</u>
Total Permit Fees		\$9930400.00
ProMiles Fees		\$148956.00
TxDOT Total		\$8440840.00
<u>HCRMA Total</u>		<u>\$1340604.00</u>
Total Permit Fees		\$9930400.00

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR THE BOARD OF DIRECTOR'S REGULAR MEETING HELD ON DECEMBER 12, 2023.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held December 12, 2023.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular meeting held on December 12, 2023.**

6. Program Manager's Recommendation: Approved Disapproved X None

7. Planning Committee's Recommendation: Approved Disapproved X None

8. Board Attorney's Recommendation: Approved Disapproved X None

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: Approved Disapproved X None

10. Chief Development Engineer's Recommendation: Approved Disapproved X None

11. Chief Construction Engineer's Recommendation: X Approved Disapproved X None

12. Executive Director's Recommendation: X Approved Disapproved None

**STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Board Meeting on Tuesday, December 12, 2023, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members: Juan Carlos Del Ángel, Secretary/Treasurer
Frank Pardo, Director (teleconference)
Sergio Saenz, Director (teleconference)
Michael Williamson, Director

Absent: David Deanda, Jr., Chairman
Ezequiel Reyna, Vice-Chairman
Gabriel Kamel, Director

Staff: Pilar Rodriguez, Executive Director
Ramon Navarro, Chief Construction Engineer
Celia Gaona, Chief Auditor/Compliance Officer
Jose Castillo, Chief Financial Officer
Maria Alaniz, Executive Assistant
Luis Cardenas, Escobedo & Cardenas, L.L.P.

The Executive Director established a quorum and noted the Chair and Vice Chair were not present. The Board Members in attendance unanimously elected Director Carlos Del Ángel as the presiding officer for the meeting.

PLEDGE OF ALLEGIANCE

Chairman-ProTem Carlos Del Ángel led the Pledge of Allegiance.

INVOCATION

Mrs. Maria Alaniz led the invocation.

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR A REGULAR MEETING

Chairman-ProTem Carlos Del Ángel called the Regular Meeting to order at 5:31 p.m.

PUBLIC COMMENT

No Comments

1. REPORTS

A. None.

2. CONSENT AGENDA

Motion by Michael Williamson with a second by Frank Pardo, to approve the Consent Agenda. Motion carried unanimously.

- A. Approval of Minutes for the Regular Board Meeting held November 28, 2023.
Approved the Minutes for the Regular Board Meeting held November 28, 2023.
- B. Approval of Project & General Expense Report for the period from November 4, 2023, to December 4, 2023.
Approved the Project & General Expense Report for the period from November 4, 2023, to December 4, 2023.
- C. Resolution 2023-50 - Consideration and Approval of Work Authorization 6 Supplemental 4 to the Professional Service Agreement with Blanton & Associates for a no-cost time extension to provide Archaeological Mitigation for IBTC Environmental Clearance for the IBTC project.
Approved Resolution 2023-50 - Consideration and Approval of Work Authorization 6 Supplemental 4 to the Professional Service Agreement with Blanton & Associates for a no-cost time extension to provide Archaeological Mitigation for IBTC Environmental Clearance for the IBTC project.
- D. Resolution 2023-51 - Consideration and Approval of Work Authorization 9 Supplemental 2 to the Professional Service Agreement with Blanton & Associates for a no-cost time extension to conducting Environmental Assessment Re-Evaluation for the Updated Design Initiated Under the 365 Toll VECP.
Approved Resolution 2023-51 - Consideration and Approval of Work Authorization 9 Supplemental 2 to the Professional Service Agreement with Blanton & Associates for a no-cost time extension to conducting Environmental Assessment Re-Evaluation for the Updated Design Initiated Under the 365 Toll VECP.
- E. Resolution 2023-52 - Consideration and Approval of Work Authorization 2 Supplemental 1 to the Professional Service Agreement with Terracon for a no-cost time extension to provide CMT Archeological Sites for TX Hist. Comm. Permit for 365 Tollway project.
Approved Resolution 2023-52 - Consideration and Approval of Work Authorization 2 Supplemental 1 to the Professional Service Agreement with Terracon for a no-cost time extension to provide CMT Archeological Sites for TX Hist. Comm. Permit for 365 Tollway project.
- F. Resolution 2023-53 - Consideration and Approval of Work Authorization Number 5 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority.
Approved Resolution 2023-53 - Consideration and Approval of Work Authorization Number 5 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority.
- G. Resolution 2023-54 - Consideration and Approval of Contract Amendment Number 8 to the Professional Service Agreement with Quintanilla, Headly, and Associates for a no-cost time extension to provide surveying services for the 365 Tollway.
Approved Resolution 2023-54 - Consideration and Approval of Contract Amendment Number 8 to the Professional Service Agreement with Quintanilla, Headly, and Associates for a no-cost time extension to provide surveying services for the 365 Tollway.

- H. Resolution 2023-55 - Consideration and Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide Plans, Specifications and Estimates for the 365 Tollway, Seg. 2 & 4.
Approved Resolution 2023-55 - Consideration and Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide Plans, Specifications and Estimates for the 365 Tollway, Seg. 2 & 4.
- I. Resolution 2023-56 - Consideration and Approval of Contract Amendment Number 6 to the Professional Service Agreement with ROW Surveying Services for a no-cost time extension to provide surveying services for the 365 Tollway.
Approved Resolution 2023-56 - Consideration and Approval of Contract Amendment Number 6 to the Professional Service Agreement with ROW Surveying Services for a no-cost time extension to provide surveying services for the 365 Tollway.
- J. Resolution 2023-57 - Consideration and Approval of Contract Amendment Number 9 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide Plans, Specifications and Estimates for the 365 Tollway, Seg. 1.
Approved Resolution 2023-57 - Consideration and Approval of Contract Amendment Number 9 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide Plans, Specifications and Estimates for the 365 Tollway, Seg. 1.
- K. Resolution 2023-58 - Consideration and Approval of Contract Amendment Number 6 to the Professional Service Agreement with Tedsi Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services.
Approved Resolution 2023-58 - Consideration and Approval of Contract Amendment Number 6 to the Professional Service Agreement with Tedsi Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services.
- L. Resolution 2023-59 - Consideration and Approval of Contract Amendment Number 4 to the Professional Service Agreement with Sendero for a no-cost time extension to provide Right of Way Acquisition services.
Approved Resolution 2023-59 - Consideration and Approval of Contract Amendment Number 4 to the Professional Service Agreement with Sendero for a no-cost time extension to provide Right of Way Acquisition services.

3. REGULAR AGENDA

- A. Resolution 2023-49 – Adoption of Fiscal Year 2024 Operating and Capital Budget for the Hidalgo County Regional Mobility Authority.
Motion by Frank Pardo, with a second by Michael Williamson, to approve Resolution 2023-49 – Adoption of Fiscal Year 2024 Operating and Capital Budget for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.

4. CHAIRMAN’S REPORT

- A. None.

5. TABLED ITEMS

A. None.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

A. Consultation with Attorney on legal issues pertaining to Change Order Number 5 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (551.071 T.G.C.)

No Action taken.

B. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (551.071 T.G.C.)

No Action taken.

C. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).

No Action taken.

D. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).

No Action taken.

E. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).

No Action taken.

F. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

No Action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Michael Williamson, with a second by Frank Pardo, to adjourn the meeting at 5:46 p.m.

S. David Deanda, Jr., Chairman

Attest:

Carlos Del Ángel, Secretary/Treasurer

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Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/17/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM DECEMBER 5, 2023 TO JANUARY 12, 2024**

2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of project and general expense report for the period from December 5, 2023, to January 12, 2024

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes No N/A Funding Source: VRF Bond

Operating Account	\$ 315,588.62
Toll Revenue Series 2022A&B	\$15,685,607.20
Disbursement Account	\$ 147,387.99
VRF Series 2020A	\$ 3,189,072.00
Total Project Expenses for Reporting Period	\$19,337,655.81
Fund Balance after Expenses	\$ 129,710,580

5. Staff Recommendation: **Motion to approve the project and general expense report for the December 5, 2023, to January 12, 2024, as presented.**

6. Planning Committee's Recommendation: Approved Disapproved X None

7. Finance Committee's Recommendation: Approved Disapproved X None

8. Board Attorney's Recommendation: Approved Disapproved X None

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: X Approved Disapproved None

11. Chief Development Engineer's Recommendation: X Approved Disapproved None

12. Chief Construction Engineer's Recommendation: X Approved Disapproved None

13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: January 17, 2024
Re: **Expense Report for the Period from December 5, 2023, to January 12, 2024**

Attached is the expense report for the period commencing on December 5, 2023, to January 12, 2024.

Expenses for the General Account total \$315,588.62, Toll Revenue Series 2022A&B total is \$15,685,607.20, Disbursement Account total \$147,387.99, and the VRF Series 2020A Account is \$3,189,072.00. The aggregate expense for the reporting period is \$19,337,655.81.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$19,337,655.81.**

This leaves a fund balance (all funds) after expenses of \$129,710,580.

If you should have any questions or require additional information, please advise.



**December. 5 - Jan. 12
January 2024**

Plains Capital 41

Make Check Payable to	Inv Date	Amount	
Valero Fleet	12/15/2023	\$ 1,177.60	Previously Paid ACH
Valero Fleet	1/15/2024	\$ 1,140.52	
Escobedo & Cardenas, LLP	1/12/2024	\$ 75.00	
Bracewell, LLP	12/11/2023	\$ 480.00	
Bracewell, LLP	12/11/2023	\$ 480.00	
City of Pharr	1/16/2024	\$ 224,757.01	
City of Pharr	1/16/2024	\$ 205.00	
City of Pharr	1/16/2024	\$ 7,380.00	
City of Pharr	12/20/2023	\$ 5,497.71	
Gateway Printing & Office Supply Inc.	12/28/2023	\$ 79.39	
Office Depot	12/7/2023	\$ 114.80	
A-Fast Delivery, LLC	12/5/2023	\$ 274.00	
Pathfinder Public Affairs	12/31/2023	\$ 10,000.00	
Texas Municipal League Intergovernmental Risk Poo	12/1/2023	\$ 22,917.30	
Gabriel Molina	12/20/2023	\$ 98.19	
Clara Miller	12/20/2023	\$ 43.30	
Superior Alarm	12/8/2023	\$ 95.00	
Pena Designs	1/2/2024	\$ 200.00	
Xerox Financial Services	12/12/2023	\$ 591.60	
Xerox Financial Services	12/12/2023	\$ 219.46	
Credit Card Services	11/3/2023	\$ 2,644.00	
Credit Card Services	11/3/2023	\$ 1,616.57	
Credit Card Services	11/3/2023	\$ 1,336.00	
Credit Card Services	11/3/2023	\$ 20.00	
City of McAllen	1/8/2024	\$ 2,000.00	
City of Pharr	1/16/2024	\$ 850.00	
City of Pharr	1/16/2024	\$ 5,505.11	
Xerox Financial Services	1/12/2024	\$ 591.60	
Xerox Financial Services	1/12/2024	\$ 219.46	
Pharr Economic Development Corporation	1/3/2024	\$ 1,500.00	
Pharr Economic Development Corporation	1/4/2024	\$ 4,480.00	
Info Tech	1/12/2024	\$ 19,000.00	
		\$ 315,588.62	

Wilmington Trust 44/365 Project Construction & Related Costs 2022 A

SICE Inc.	12/1/2023	\$ 34,867.80	
SICE Inc.	1/1/2024	\$ 34,867.80	
Sames, Inc.	11/30/2023	\$ 5,953.50	
Sames, Inc.	11/30/2023	\$ 5,624.50	
Pulice Construction, Inc.	12/26/2023	\$ 7,678,808.97	Previously Paid ACH
Pulice Construction, Inc.	12/26/2023	\$ 3,798,704.58	
Pulice Construction, Inc.	1/17/2024	\$ 3,728,764.51	
Bracewell, LLP	12/11/2023	\$ 4,120.00	
Bracewell, LLP	12/11/2023	\$ 5,240.00	
Atlas Technical Consultants, LLC	12/13/2023	\$ 13,408.92	
Atlas Technical Consultants, LLC	1/4/2024	\$ 6,866.38	
HDR Engineering, Inc.	12/18/2023	\$ 54,454.68	
HDR Engineering, Inc.	12/18/2023	\$ 29,083.80	
HDR Engineering, Inc.	12/18/2023	\$ 9,715.80	
HDR Engineering, Inc.	1/12/2024	\$ 83,772.07	
HDR Engineering, Inc.	1/12/2024	\$ 4,257.49	
HDR Engineering, Inc.	1/12/2024	\$ 1,493.23	
Law Office of Richard A. Cantu, P.C.	1/12/2024	\$ 100.00	
Texas Department of Transportation	12/15/2023	\$ 13,906.85	
Texas Department of Transportation	1/17/2024	\$ 2,232.09	
Escobedo & Cardenas, LLP	1/12/2024	\$ 1,000.00	
B2Z Engineering	1/8/2024	\$ 26,378.88	
Raba Kistner, Inc.	1/8/2024	\$ 22,202.06	
Terracon Consultants, Inc.	12/7/2023	\$ 45,971.59	
Terracon Consultants, Inc.	1/5/2024	\$ 66,452.60	
Blanton & Associates, Inc.	12/4/2023	\$ 6,358.84	
Blanton & Associates, Inc.	12/4/2023	\$ 1,000.26	
		\$ 15,685,607.20	

Make Check Payable to	Inv Date	Amount
Wilmington Trust 44/365 Project Construction & Related Costs	2022 B	

		CP	Amount
		\$	-
Wilmington Trust 45/Capital Projects			
Hidalgo County Water Improvement District No.3	12/1/2023	\$	802.35
Hidalgo County Drainage District No.1	9/6/2023	\$	146,585.64
		\$	147,387.99

Wilmington Trust 46/Series 2020A			
Hidalgo County Drainage District No.1	5/24/2023	\$	1,452,885.46
Hidalgo County Drainage District No.1	9/6/2023	\$	392,447.16
Hidalgo County Drainage District No.1	9/6/2023	\$	4,119.59
Hidalgo County Drainage District No.1	10/25/2023	\$	276,362.18
Hidalgo County Drainage District No.1	10/25/2023	\$	267,864.74
City of Mission	5/29/2023	\$	760,792.12
City of Mission	1/18/2024	\$	34,600.75
		\$	3,189,072.00

Sub Total - General -41 (Operating)	\$	315,588.62
Sub Total - Construction/Related Costs-44 (New Bonds A)	\$	15,685,607.20
Sub Total - Construction/Related Costs-44 (New Bonds B)	\$	-
Sub Total - Capital Projects-45 (Disbursement)	\$	147,387.99
Sub Total - VRF Series 2020A-46 (VRF Series 2020A)	\$	3,189,072.00
Total	\$	19,337,655.81

Approved: _____
S. David Deanda, Jr., Chairman

Pilar Rodriguez, Executive Director

Approved: _____
Juan Carlos Del Ángel, Secretary/Treasurer

1/23/2024

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Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF SEPTEMBER 2023, OCTOBER 2023, AND NOVEMBER 2023**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the month of September 2023, October 2023, and November 2023.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A
Funding Source:

5. Staff Recommendation: **Motion to approve the Financial Report for the months of September 2023, October 2023, and November 2023, as presented.**

6. Planning Committee's Recommendation: Approved Disapproved X None

7. Finance Committee's Recommendation: Approved Disapproved X None

8. Board Attorney's Recommendation: Approved Disapproved X None

9. Chief Auditor's Recommendation: Approved Disapproved X None

10. Chief Financial Officer's Recommendation: X Approved Disapproved None

11. Chief Development Engineer's Recommendation: Approved Disapproved X None

12. Chief Construction Engineer's Recommendation: Approved Disapproved X None

13. Executive Director's Recommendation: X Approved Disapproved None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION SEPTEMBER 30, 2023**

ASSETS

CURRENT ASSETS	
Cash & cash equivalents	\$ 13,833,991
Cash with fiscal agent-promises	84,657
Cash & cash equivalents-Capital Projects	25,328,464
Investment-Capital Projects nonrestricted	23,806,295
Accounts Receivable - VR Fees	545,920
Accounts Receivable - Promiles	6,831
Prepaid expense	20,874
Prepaid bond insurances	<u>286,863</u>
Total Current Assets	<u>63,913,896</u>
RESTRICTED ASSETS	
Cash & equivalent-Construction 2020A Series	3,144,891
Cash & equivalent-Construction 2022 A&B series	10,100,694
Investments-Construction 2022 A&B Series	75,384,640
Investment-2020 debt service	1,272,394
Investment-debt service: 2013 series	1,241,527
Investment-debt service: 2022 A&B	6,466,445
Cash & equivalents-debt service reserves: 2022 A&B	18,581,440
Investment-2022 liendebt service	419,544
Cash & equivalent-debt service jr. hen	<u>183</u>
Total Restricted Assets	<u>116,611,758</u>
CAPITAL ASSETS	
Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	388,932
Office equipment/other	40,946
Right to use-Bldg	437,340
Road-BSIF	3,010,637
Construction in progress	194,421,544
Accumulated depreciation	(336,371)
Accumulated amortization	<u>(207,737)</u>
Total Capital Assets	<u>199,111,330</u>
DEFERRED OUTFLOW OF RESOURCES	
Deferred charges on refunding	<u>2,051,016</u>
Total Deferred Outflows	<u>2,051,016</u>
TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 381,688,000</u>
LIABILITIES AND NET POSITION	
CURRENT LIABILITIES	
Accounts payable-City of Pharr	\$ 131,611
Lease Payable	252,571
Unearned Revenue - Overweight Permit Escrow	84,657
Current Portion of Bond Premium 2013	53,043
Current Portion of Bond Premium 2020A	45,256
Current Portion of Bond Premium 2022 A	356,126
Current Portion of Bond Premium 2022 B	<u>132,309</u>
Total Current Liabilities	<u>1,055,573</u>
RESTRICTED LIABILITIES	
Current Portion of Long-Term 2020 Debt	815,000
Current Portion of Long-Term Debt 2013	<u>1,425,000</u>
Total Restricted Liabilities	<u>2,240,000</u>
LONG-TERM LIABILITIES	
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	55,585,000
2022 Series A Bonds Payable	151,650,345
2022 Series B Bonds Payable	63,884,707
Bond premium 2020A	1,210,596
Bond premium 2022A	11,722,473
Bond premium 2022B	<u>4,355,167</u>
Total Long-Term Liabilities	<u>298,278,288</u>
Total Liabilities	<u>301,573,861</u>
NET POSITION	
Investment in Capital Assets, Net of Related Debt	(11,312,451)
Restricted for:	
Debt Service	25,741,533
Capital projects	88,630,225
Unrestricted	<u>(22,045,168)</u>
Total Net Position	<u>80,114,139</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 381,688,000</u>



Pharr, TX

Balance Sheet Account Summary As Of 09/30/2023

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
41-1-1100-000	GENERAL OPERATING	758,634.26
41-1-1102-000	POOL INVESTMENTS	5,262,489.52
41-1-1102-001	INVESTMENT-ROAD MAINT,	1,056,637.04
41-1-1102-002	INVESTMENT-GENERAL	6,756,230.46
41-1-1113-000	ACCOUNTS RECIEVABLES-VR FEES	545,920.00
41-1-1113-009	ACCOUNTS RECEIVABLE- PROMILES	6,831.00
41-1-1113-100	PROMILES-PREPAID/ESCROW OVERWE	84,656.56
41-1-1601-000	PREPAID EXPENSE	20,874.36
41-1-1601-001	PREPAID BOND INSURANCE	286,863.24
41-1-1700-001	DEFERRED CHARGES ON REFUNDING	2,051,015.92
41-1-1910-001	LAND - RIGHT OF WAY	914,933.99
41-1-1910-002	LAND - ENVIORNMENTAL	441,105.00
41-1-1920-004	LEASEHOLD IMPROV.	388,932.22
41-1-1922-000	ACCUM DEPR - BUILDINGS	-114,163.13
41-1-1940-001	OFFICE FURNITURE & FIXTURES	32,339.94
41-1-1940-002	COMPUTER/SOFTWARE	8,606.51
41-1-1940-003	RIGHT TO USE- BLDG	437,340.00
41-1-1942-000	ACCUM DEPR - MACH & EQUIP	-19,498.64
41-1-1942-001	ACCUM AMORT-BLDG	-207,737.00
41-1-1950-001	ROADS - BSIF	3,010,636.97
41-1-1952-000	ACCUM DEPR - INFRASTRUCTURE	-202,709.14
41-1-1960-000	CONSTRUCTION IN PROGRESS	194,421,543.51
	Total Assets:	215,941,482.59
		<u>215,941,482.59</u>
Liability		
41-2-1212-001	A/P CITY OF PHARR	131,611.21
41-2-1212-010	LEASE PAYABLE	252,571.00
41-2-1213-007	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
41-2-1213-008	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
41-2-1213-009	CURRENT-UNAMORTIZED PREMIUM	53,043.39
41-2-1213-010	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
41-2-1213-012	BONDS PAYABLE CURRENT- 2020B	815,000.00
41-2-1213-100	UNEARNED REV.-OVERWEIGHT	84,656.56
41-2-1214-001	BONDS PAYABLE-CURRENT	1,425,000.00
41-2-1214-004	UNAMORTIZED PREM- 2020A	1,210,595.86
41-2-1214-005	LT UNAMORTIZED PREM 2022 A	11,722,473.44
41-2-1214-006	LT UNAMORTIZED PREM 2022 B	4,355,166.98
41-2-1214-011	LONG TERM BONDS- 2020A	9,870,000.00
41-2-1214-012	LONG TERM BONDS- 2020B	55,585,000.00
41-2-1214-013	LT BOND PAY 2022 A	151,650,344.75
41-2-1214-014	LT BOND PAY 2022 B	63,884,707.35
	Total Liability:	301,573,861.12
Equity		
41-3-3400-000	FUND BALANCE	-88,080,898.08
	Total Beginning Equity:	-88,080,898.08
Total Revenue		7,001,010.62
Total Expense		4,552,491.07
Revenues Over/Under Expenses		2,448,519.55
Total Equity and Current Surplus (Deficit):		-85,632,378.53
Total Liabilities, Equity and Current Surplus (Deficit):		<u>215,941,482.59</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL						
Revenue						
<u>41-4-1504-000</u>	VEHICLE REGISTRATION FEES	7,400,000.00	7,400,000.00	545,920.00	5,511,730.00	1,888,270.00
<u>41-4-1505-005</u>	PROMILES-OW/OS PERMIT FEES	1,300,000.00	1,300,000.00	90,045.00	893,279.00	406,721.00
<u>41-4-1506-000</u>	INTEREST REVENUE	170,000.00	170,000.00	59,893.13	596,001.62	-426,001.62
	Revenue Total:	8,870,000.00	8,870,000.00	695,858.13	7,001,010.62	1,868,989.38
Expense						
<u>41-52900-1100-000</u>	SALARIES	612,900.00	612,900.00	42,146.04	420,399.26	192,500.74
<u>41-52900-1104-000</u>	OVERTIME	500.00	500.00	54.09	153.25	346.75
<u>41-52900-1105-000</u>	FICA	52,200.00	52,200.00	0.00	24,311.65	27,888.35
<u>41-52900-1106-000</u>	HEALTH INSURANCE	44,550.00	44,550.00	4,578.81	24,371.33	20,178.67
<u>41-52900-1115-000</u>	EMPLOYEES RETIREMENT	51,200.00	51,200.00	4,696.16	43,468.76	7,731.24
<u>41-52900-1116-000</u>	PHONE ALLOWANCE	6,300.00	6,300.00	392.30	3,628.77	2,671.23
<u>41-52900-1117-000</u>	CAR ALLOWANCE	22,800.00	22,800.00	1,292.30	11,884.55	10,915.45
<u>41-52900-1122-000</u>	EAP- ASSISTANCE PROGRAM	105.00	105.00	0.00	0.00	105.00
<u>41-52900-1178-000</u>	ADMIN FEE	11,700.00	11,700.00	750.00	7,200.00	4,500.00
<u>41-52900-1179-000</u>	CONTINGENCY	61,340.00	61,340.00	0.00	0.00	61,340.00
<u>41-52900-1200-000</u>	OFFICE SUPPLIES	6,000.00	6,000.00	-945.69	6,852.65	-852.65
<u>41-52900-1603-000</u>	BUILDING REMODEL	20,000.00	20,000.00	0.00	251.00	19,749.00
<u>41-52900-1604-000</u>	MAINTENANCE & REPAIR	10,000.00	10,000.00	0.00	1,440.68	8,559.32
<u>41-52900-1605-000</u>	JANITORIAL	1,000.00	1,000.00	0.00	47.31	952.69
<u>41-52900-1606-000</u>	UTILITIES	2,800.00	2,800.00	239.12	1,918.68	881.32
<u>41-52900-1607-000</u>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	8,056.17	3,943.83
<u>41-52900-1610-000</u>	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	0.00	14,154.00	3,846.00
<u>41-52900-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	1,200.00	1,200.00	4.95	-18,061.95	19,261.95
<u>41-52900-1611-000</u>	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	147.00	1,756.86	743.14
<u>41-52900-1620-000</u>	GENERAL LIABILITY	5,000.00	5,000.00	0.00	0.00	5,000.00
<u>41-52900-1621-000</u>	INSURANCE-E&O	2,000.00	2,000.00	0.00	0.00	2,000.00
<u>41-52900-1622-000</u>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
<u>41-52900-1623-000</u>	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	458.33	41.67
<u>41-52900-1623-001</u>	INSURANCE-OTHER	3,800.00	3,800.00	0.00	0.00	3,800.00
<u>41-52900-1623-002</u>	INSURANCE- CYBERSECURITY	4,500.00	4,500.00	0.00	0.00	4,500.00
<u>41-52900-1630-000</u>	BUSINESS MEALS	500.00	500.00	0.00	284.37	215.63
<u>41-52900-1640-000</u>	ADVERTISING	4,000.00	4,000.00	0.00	0.00	4,000.00
<u>41-52900-1650-000</u>	TRAINING	8,000.00	8,000.00	0.00	5,619.00	2,381.00
<u>41-52900-1660-000</u>	TRAVEL	10,000.00	10,000.00	0.00	2,785.53	7,214.47
<u>41-52900-1662-000</u>	PRINTING & PUBLICATIONS	8,000.00	8,000.00	0.00	435.50	7,564.50
<u>41-52900-1703-000</u>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
<u>41-52900-1705-000</u>	ACCOUNTING FEES	36,000.00	36,000.00	205.00	33,640.00	2,360.00
<u>41-52900-1710-000</u>	LEGAL FEES	65,000.00	65,000.00	1,930.00	12,280.10	52,719.90
<u>41-52900-1710-001</u>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	90,000.00	30,000.00
<u>41-52900-1712-000</u>	FINANCIAL CONSULTING FEES	6,500.00	6,500.00	0.00	16,858.88	-10,358.88
<u>41-52900-1712-001</u>	INSURANCE CONSULTANT	10,000.00	10,000.00	0.00	0.00	10,000.00
<u>41-52900-1715-000</u>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	41,284.22	12,715.78
<u>41-52900-1715-001</u>	RENT-OFFICE EQUIPMENT	8,500.00	8,500.00	591.60	5,324.40	3,175.60
<u>41-52900-1715-002</u>	RENT-OTHER	500.00	500.00	224.00	946.78	-446.78
<u>41-52900-1716-000</u>	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	1,600.00	800.00
<u>41-52900-1731-000</u>	MISCELLANEOUS	500.00	500.00	0.00	3,250.00	-2,750.00
<u>41-52900-1732-000</u>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
<u>41-52900-1850-000</u>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
<u>41-52900-1899-000</u>	NON-CAPITAL	10,000.00	10,000.00	0.00	3,662.85	6,337.15
<u>41-52900-1999-003</u>	TRANSFER OUT TO DEBT	1,496,250.00	1,496,250.00	124,687.50	1,148,187.50	348,062.50
<u>41-52900-1999-006</u>	TRANS OUT- 2020 DEBT SVC	2,469,854.00	2,469,854.00	205,821.14	1,852,390.26	617,463.74

Income Statement

For Fiscal: 2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
41-53000-1100-000	SALARIES	586,000.00	586,000.00	47,549.19	367,251.50	218,748.50
41-53000-1104-000	OVERTIME	26,000.00	26,000.00	10,592.67	40,764.83	-14,764.83
41-53000-1105-000	FICA	52,800.00	52,800.00	4,449.86	30,643.06	22,156.94
41-53000-1106-000	HEALTH INSURANCE	59,400.00	59,400.00	4,949.04	44,114.46	15,285.54
41-53000-1115-000	EMPLOYEES RETIREMENT	51,800.00	51,800.00	6,995.81	48,826.84	2,973.16
41-53000-1116-000	PHONE ALLOWANCE	9,600.00	9,600.00	646.10	12,235.02	-2,635.02
41-53000-1117-000	CAR ALLOWANCE	7,200.00	7,200.00	553.84	5,076.88	2,123.12
41-53000-1122-000	EAP- ASSISTANCE PROGRAM	140.00	140.00	0.00	0.00	140.00
41-53000-1178-000	ADMN FEE	15,600.00	15,600.00	1,350.00	11,100.00	4,500.00
41-53000-1179-000	CONTINGENCY	61,200.00	61,200.00	0.00	0.00	61,200.00
41-53000-1200-000	OFFICE SUPPLIES	10,000.00	10,000.00	51.00	1,341.03	8,658.97
41-53000-1201-000	SMALL TOOLS	10,000.00	10,000.00	0.00	2,568.29	7,431.71
41-53000-1605-000	JANITORIAL	500.00	500.00	0.00	0.00	500.00
41-53000-1606-001	UTILITIES	750.00	750.00	58.10	465.64	284.36
41-53000-1608-000	UNIFORMS	6,000.00	6,000.00	0.00	1,621.68	4,378.32
41-53000-1610-000	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	0.00	649.31	1,350.69
41-53000-1610-001	SUBSCRIPTIONS - SOFTWARE	20,000.00	20,000.00	-18,900.00	40,374.88	-20,374.88
41-53000-1611-000	POSTAGE/FEDEX/COURTIER	250.00	250.00	0.00	0.00	250.00
41-53000-1640-000	ADVERTISING	4,000.00	4,000.00	185.25	1,011.59	2,988.41
41-53000-1650-000	TRAINING	12,500.00	12,500.00	0.00	3,425.00	9,075.00
41-53000-1660-000	TRAVEL	20,000.00	20,000.00	356.92	8,169.55	11,830.45
41-53000-1662-000	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
41-53000-1715-000	RENT CONSTRUCTION OFFICE	0.00	0.00	0.00	16,389.38	-16,389.38
41-53000-1715-001	RENTAL - OFFICE EQUIPMENT	2,400.00	2,400.00	219.46	1,755.68	644.32
41-53000-1715-002	RENT-OTHER	1,000.00	1,000.00	0.00	0.00	1,000.00
41-53000-1715-010	VEHICLE RENTAL	72,000.00	72,000.00	5,497.71	33,039.26	38,960.74
41-53000-1715-011	VEHICLE INSURANCE	5,000.00	5,000.00	0.00	0.00	5,000.00
41-53000-1715-012	VEHICLE MAINTENANCE	3,000.00	3,000.00	215.15	945.71	2,054.29
41-53000-1715-013	VEHICLE FUEL	25,000.00	25,000.00	1,375.82	7,882.53	17,117.47
41-53000-1850-000	CAPITAL OUTLAY	62,500.00	62,500.00	0.00	0.00	62,500.00
41-53000-1899-000	NON-CAPITALIZED	27,000.00	27,000.00	0.00	3,402.00	23,598.00
41-54000-1100-000	SALARIES	431,000.00	431,000.00	0.00	6,779.38	424,220.62
41-54000-1105-000	FICA	38,300.00	38,300.00	0.00	518.63	37,781.37
41-54000-1106-000	HEALTH INSURANCE	29,700.00	29,700.00	0.00	0.00	29,700.00
41-54000-1115-000	EMPLOYEES RETIREMENT	37,600.00	37,600.00	0.00	0.00	37,600.00
41-54000-1116-000	PHONE ALLOWANCE	4,800.00	4,800.00	0.00	0.00	4,800.00
41-54000-1117-000	CAR ALLOWANCE	21,600.00	21,600.00	0.00	0.00	21,600.00
41-54000-1122-000	EAP- ASSISTANCE PROGRAM	70.00	70.00	0.00	0.00	70.00
41-54000-1178-000	ADMN FEE	7,800.00	7,800.00	0.00	750.00	7,050.00
41-54000-1179-000	CONTINGENCY	43,200.00	43,200.00	0.00	0.00	43,200.00
41-54000-1200-000	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00
41-54000-1610-000	DUES & SUBSCRIPTIONS	2,500.00	2,500.00	0.00	965.35	1,534.65
41-54000-1610-001	SUBSCRIPTIONS-SOFTWARE	73,000.00	73,000.00	33,790.72	84,784.23	-11,784.23
41-54000-1611-000	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	0.00	100.00
41-54000-1640-000	ADVERTISING	2,500.00	2,500.00	636.00	2,416.10	83.90
41-54000-1650-000	TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00
41-54000-1660-000	TRAVEL	2,000.00	2,000.00	0.00	0.00	2,000.00
41-54000-1850-000	CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00
41-58000-1604-001	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	1,860.00	1,140.00
41-58000-1606-002	UTILITIES - BSIF	1,000.00	1,000.00	63.20	522.57	477.43
	Expense Total:	7,149,809.00	7,149,809.00	502,980.16	4,552,491.07	2,597,317.93
	Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	1,720,191.00	1,720,191.00	192,877.97	2,448,519.55	
	Total Surplus (Deficit):	1,720,191.00	1,720,191.00	192,877.97	2,448,519.55	



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03717

012/19/23

Bank Statement

General Ledger

Beginning Balance	574,551.15	Account Balance	758,634.26
Plus Debits	503,750.26	Less Outstanding Debits	0.00
Less Credits	273,107.13	Plus Outstanding Credits	46,560.02
Adjustments	0.00	Adjustments	0.00
Ending Balance	805,194.28	Adjusted Account Balance	805,194.28

Statement Ending Balance	805,194.28
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/11/2023	DEP0069977	Deposit	FUND 41 ENTRIES	10,788.00
09/30/2023	DEP0069940	Deposit	TO REVERSE ENTRY MADE FOR FUND 41	90,045.00
09/30/2023	DEP0069941	Deposit	TO CORRECTLY RECORD FUND 41 ENTRIES	90,045.00
09/30/2023	DEP0069946	Deposit	41-1-1101-000 ENTRIES	292,633.49
09/30/2023	DEP0069978	Deposit	TO CLEAR OLD CHECKS FROM FUND 41	1,338.77
09/30/2023	DEP0069979	Deposit	TO CLEAR OLD CHECKS FROM FUND 41	18,900.00
Total Cleared Deposits (6)				503,750.26

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
08/28/2023	2748	Check	A FAST DELIVERY	-177.50
08/28/2023	2749	Check	HILLTOP SECURITIES INC.	-7,883.38
08/28/2023	2750	Check	JUAN C. DEL ANGEL	-577.83
08/28/2023	2751	Check	OFFICE DEPOT	-24.32
08/28/2023	2752	Check	SOUTHERN COMPUTER WAREHOUSE	-1,812.14
08/28/2023	2753	Check	XEROX CORPORATION	-591.60
08/28/2023	2754	Check	XEROX CORPORATION	-219.46
Total Cleared Checks (7)				-11,286.23

Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/17/2023	DFT0008531	Bank Draft	OFFICE DEPOT	-1,338.77

Cleared Other

Item Date	Reference	Item Type	Description	Amount
04/17/2023	DFT0008532	Bank Draft	INFO TECH	-18,900.00
09/04/2023	DFT0010014	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
09/05/2023	DFT0010015	Bank Draft	PENA DESIGNS	-200.00
09/07/2023	DFT0010006	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-1,720.00
09/07/2023	DFT0010007	Bank Draft	ESCOBEDO & CARDENAS, LLP	-210.00
09/12/2023	DFT0010008	Bank Draft	CITY OF PHARR	-118,830.07
09/12/2023	DFT0010009	Bank Draft	CITY OF PHARR	-205.00
09/12/2023	DFT0010010	Bank Draft	CITY OF PHARR	-6,765.00
09/13/2023	DFT0010011	Bank Draft	CITY OF PHARR	-850.00
09/13/2023	DFT0010012	Bank Draft	CITY OF PHARR	-5,497.71
09/30/2023	DFT0010005	Bank Draft	VALERO FLEET	-1,375.82
09/30/2023	DFT0010013	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
09/30/2023	EFT0003672	EFT	PCARD M ALANIZ 1359 SEPTEMBER 2023	-959.43
09/30/2023	EFT0003673	EFT	PCARD IVONNE RODRIGUEZ SEPTEMBER 2	-318.65
09/30/2023	EFT0003674	EFT	PCARD RONALD REYES 3722 SEPTEMBER 2	-125.45
09/30/2023	EFT0003687	EFT	44-1-1100-000 HCRMA ENTRIES	-90,045.00
Total Cleared Other (17)				-261,820.90

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
09/28/2023	2755	Check	A FAST DELIVERY	-147.00
09/28/2023	2756	Check	ADVANCE PUBLISHING LLC	-185.25
09/28/2023	2757	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-636.00
09/28/2023	2758	Check	BENTLEY SYSTEMS, INC.	-44,509.00
09/28/2023	2759	Check	OFFICE DEPOT	-271.71
09/28/2023	2760	Check	XEROX CORPORATION	-219.46
09/28/2023	2761	Check	XEROX CORPORATION	-591.60
Total Outstanding Checks (7)				-46,560.02



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03719

Bank Statement

General Ledger

09/19/23

Beginning Balance	5,238,735.12	Account Balance	5,262,489.52
Plus Debits	23,754.40	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	5,262,489.52	Adjusted Account Balance	5,262,489.52

Statement Ending Balance	5,262,489.52
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069943</u>	Deposit	41-1-1102-000 INTEREST	23,754.40
			Total Cleared Deposits (1)	23,754.40



Pharr, TX

Bank Statement Register

RMA LOGIC ROAD MAINT

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03718

09/29/23

Bank Statement

General Ledger

Beginning Balance	1,051,867.47	Account Balance	1,056,637.04
Plus Debits	4,769.57	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,056,637.04	Adjusted Account Balance	1,056,637.04

Statement Ending Balance	1,056,637.04
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-001 INVESTMENT-ROAD MAINT,

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	DEP0069942	Deposit	41-1-1102-001 INTEREST	4,769.57
Total Cleared Deposits (1)				4,769.57



Pharr, TX

Bank Statement Register

INVESTMENT-GENERAL

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03720

012/9/23

Bank Statement

General Ledger

Beginning Balance	6,725,733.43	Account Balance	6,756,230.46
Plus Debits	30,497.03	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,756,230.46	Adjusted Account Balance	6,756,230.46

Statement Ending Balance	6,756,230.46
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069945</u>	Deposit	41-1-1102-002 INTEREST	30,497.03
Total Cleared Deposits (1)				30,497.03



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2023

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
<u>42-1-1102-002</u>	INVESTMENTS D/S 2022 A SERIES	6,038,039.75
<u>42-1-1102-003</u>	INVESTMENTS D/S2022 B SERIES	428,405.08
<u>42-1-1102-010</u>	INVESTMENTS RESERVE D/S 2022 A SERIE	12,805,903.91
<u>42-1-1102-011</u>	INVESTMENTS RESERVE D/S 2022 B SERIE	5,775,536.75
<u>42-1-1102-012</u>	INVESTMENT JR LIEN REV BDS 2022B	419,544.43
<u>42-1-4105-000</u>	WILMINGTON-DEBT SERVICE	1,241,526.53
<u>42-1-4105-001</u>	DEBT SVC - JR LIEN	183.21
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	1,272,393.71
	Total Assets:	<u><u>27,981,533.37</u></u>
		<u><u>27,981,533.37</u></u>
Liability		
	Total Liability:	<u><u>0.00</u></u>
Equity		
<u>42-3-4400-000</u>	FUND BALANCE	26,978,181.42
	Total Beginning Equity:	<u><u>26,978,181.42</u></u>
Total Revenue		3,943,935.36
Total Expense		2,940,583.41
Revenues Over/Under Expenses		<u><u>1,003,351.95</u></u>
	Total Equity and Current Surplus (Deficit):	<u><u>27,981,533.37</u></u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>27,981,533.37</u></u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
<u>42-4-1506-000</u>	INTEREST INCOME	0.00	0.00	8,083.07	22,166.20	-22,166.20
<u>42-4-1506-001</u>	INTEREST INCOME-JR LIEN	0.00	0.00	0.86	6.90	-6.90
<u>42-4-1506-002</u>	INTEREST 2020 SERIES	0.00	0.00	0.00	-5,005.35	5,005.35
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	24,096.95	221,427.25	-221,427.25
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	3,298.60	37,713.92	-37,713.92
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	57,804.69	477,633.26	-477,633.26
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	26,070.27	215,415.42	-215,415.42
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	330,508.64	2,974,577.76	-2,974,577.76
	Revenue Total:	0.00	0.00	449,863.08	3,943,935.36	-3,943,935.36
Expense						
<u>42-52900-4703-001</u>	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	29,687.50	-29,687.50
<u>42-52900-4703-005</u>	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	689,522.37	-689,522.37
<u>42-52900-4703-006</u>	INTEREST EXPESNE- 2022 A BOND	0.00	0.00	0.00	1,551,819.58	-1,551,819.58
<u>42-52900-4703-007</u>	INTEREST EXPENSE- 2022 B BONDS	0.00	0.00	0.00	665,658.12	-665,658.12
<u>42-52900-4727-000</u>	FEES	0.00	0.00	0.00	3,895.84	-3,895.84
	Expense Total:	0.00	0.00	0.00	2,940,583.41	-2,940,583.41
	Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):	0.00	0.00	449,863.08	1,003,351.95	
	Total Surplus (Deficit):	0.00	0.00	449,863.08	1,003,351.95	



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03722

012/14/23

Bank Statement

General Ledger

Beginning Balance	6,013,942.80	Account Balance	6,038,039.75
Plus Debits	24,096.95	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,038,039.75	Adjusted Account Balance	6,038,039.75

Statement Ending Balance	6,038,039.75
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002 INVESTMENTS D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069948</u>	Deposit	42-1-1102-002 ENTRIES	24,096.95
Total Cleared Deposits (1)				24,096.95



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03723

02/9/23

Bank Statement

General Ledger

Beginning Balance	426,800.57	Account Balance	428,405.08
Plus Debits	1,604.51	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	428,405.08	Adjusted Account Balance	428,405.08

Statement Ending Balance	428,405.08
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-003 INVESTMENTS D/S2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069949</u>	Deposit	42-1-1102-003 ENTRIES	1,604.51
Total Cleared Deposits (1)				1,604.51



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03725

09/29/23

Bank Statement

General Ledger

Beginning Balance	12,748,099.22	Account Balance	12,805,903.91
Plus Debits	57,804.69	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	12,805,903.91	Adjusted Account Balance	12,805,903.91

Statement Ending Balance	12,805,903.91
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-010 INVESTMENTS RESERVE D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069950</u>	Deposit	FUND 42 ENTRIES	57,804.69
Total Cleared Deposits (1)				57,804.69



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03726

012/19/23

Bank Statement

General Ledger

Beginning Balance	5,749,466.48	Account Balance	5,775,536.75
Plus Debits	26,070.27	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	5,775,536.75	Adjusted Account Balance	5,775,536.75

Statement Ending Balance	5,775,536.75
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011 INVESTMENTS RESERVE D/S 2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069951</u>	Deposit	FUND 42 ENTRIES	26,070.27
Total Cleared Deposits (1)				26,070.27



Pharr, TX

Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03727

012/9/23

Bank Statement

General Ledger

Beginning Balance	417,850.34	Account Balance	419,544.43
Plus Debits	1,694.09	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	419,544.43	Adjusted Account Balance	419,544.43

Statement Ending Balance	419,544.43
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-012 INVESTMENT JR LIEN REV BDS 2022B

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069952</u>	Deposit	FUND 42 ENTRIES	1,694.09
Total Cleared Deposits (1)				1,694.09



Pharr, TX

Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03728

012/6/23

Bank Statement

General Ledger

Beginning Balance	1,112,560.48	Account Balance	1,241,526.53
Plus Debits	128,966.05	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,241,526.53	Adjusted Account Balance	1,241,526.53

Statement Ending Balance	1,241,526.53
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069953</u>	Deposit	FUND 42 ENTRIES	128,966.05
Total Cleared Deposits (1)				128,966.05



Pharr, TX

Bank Statement Register

DEBT SVC - JR LIEN

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03729

@12/9/23

Bank Statement

General Ledger

Beginning Balance	182.35	Account Balance	183.21
Plus Debits	0.86	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	183.21	Adjusted Account Balance	183.21

Statement Ending Balance	183.21
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-001 DEBT SVC - JR LIEN

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069954</u>	Deposit	FUND 42 ENTRIES	0.86
Total Cleared Deposits (1)				0.86



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03730

012/6/23

Bank Statement

General Ledger

Beginning Balance	1,062,768.05	Account Balance	1,272,393.71
Plus Debits	209,625.66	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,272,393.71	Adjusted Account Balance	1,272,393.71

Statement Ending Balance	1,272,393.71
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069955</u>	Deposit	FUND 42 ENTRIES	209,625.66
Total Cleared Deposits (1)				209,625.66



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2023

Account	Name	Balance	
Fund: 44 - HCRMA-365 CONSTRUCTION			
Assets			
<u>44-1-1102-000</u>	POOL INVESTMENTS	-575.54	
<u>44-1-1102-001</u>	INVESTMENTS - 2022 A SERIES	85,485,331.15	
<u>44-1-1102-002</u>	INVESTMENTS - 2022 B SERIES	577.93	
	Total Assets:	85,485,333.54	<u>85,485,333.54</u>
Liability			
	Total Liability:	0.00	
Equity			
<u>44-3-1400-000</u>	FUND BALANCE	111,906,864.91	
	Total Beginning Equity:	111,906,864.91	
Total Revenue		2,569,550.49	
Total Expense		28,991,081.86	
Revenues Over/Under Expenses		-26,421,531.37	
	Total Equity and Current Surplus (Deficit):	85,485,333.54	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>85,485,333.54</u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 44 - HCRMA-365 CONSTRUCTION						
Revenue						
<u>44-4-1506-000</u>	INTEREST REVENUE	204,000.00	204,000.00	323,391.79	2,569,550.49	-2,365,550.49
<u>44-4-4700-000</u>	FEDERAL GRANT	104,753,862.00	104,753,862.00	0.00	0.00	104,753,862.00
	Revenue Total:	104,957,862.00	104,957,862.00	323,391.79	2,569,550.49	102,388,311.51
Expense						
<u>44-52900-8800-000</u>	CONSULTING AND ENGINEERING	1,500,000.00	1,500,000.00	235,619.44	1,527,833.87	-27,833.87
<u>44-52900-8810-000</u>	SH 365-ENVIROMENTAL	100,000.00	100,000.00	1,000.26	19,243.12	80,756.88
<u>44-52900-8810-003</u>	SH365-ROW	1,600,000.00	1,600,000.00	0.00	44,486.50	1,555,513.50
<u>44-52900-8841-000</u>	PROFESSIONAL SERVICES	150,000.00	150,000.00	19,260.00	134,110.50	15,889.50
<u>44-52900-8842-000</u>	ACQUISITIONS ROAD	0.00	0.00	0.00	27,300.00	-27,300.00
<u>44-52900-8844-000</u>	365 PROJECT CONSTRUCTION A-FEDERAL	120,000,000.00	120,000,000.00	7,157,089.08	17,639,973.09	102,360,026.91
<u>44-52900-8844-001</u>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	0.00	1,788,729.50	-1,788,729.50
<u>44-52900-8850-000</u>	365 PROJECT CONSTRUCTION B-FEDERAL	0.00	0.00	0.00	6,956,993.59	-6,956,993.59
<u>44-52900-8850-001</u>	365 PROJECT CONSTRUCTION B-LOCAL	0.00	0.00	6,375.71	13,729.93	-13,729.93
<u>44-52900-8860-000</u>	365 TOLLWAY SYSTEM	0.00	0.00	177,438.22	838,681.76	-838,681.76
	Expense Total:	123,350,000.00	123,350,000.00	7,596,782.71	28,991,081.86	94,358,918.14
Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):		-18,392,138.00	-18,392,138.00	-7,273,390.92	-26,421,531.37	
Total Surplus (Deficit):		-18,392,138.00	-18,392,138.00	-7,273,390.92	-26,421,531.37	



Pharr, TX

Bank Statement Register

INVESTMENTS - 2022 A SERIES

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03731

01/24/23

Bank Statement

General Ledger

Beginning Balance	92,758,148.92	Account Balance	85,485,331.15
Plus Debits	323,389.40	Less Outstanding Debits	0.00
Less Credits	7,596,207.17	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	85,485,331.15	Adjusted Account Balance	85,485,331.15

Statement Ending Balance	85,485,331.15
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001 INVESTMENTS - 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	DEP0069956	Deposit	FUND 44 ENTRIES	238,875.26
09/30/2023	DEP0069957	Deposit	FUND 44 ENTRIES	18,057.06
09/30/2023	DEP0069958	Deposit	FUND 44 ENTRIES	66,457.08
Total Cleared Deposits (3)				323,389.40

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/15/2023	EFT0003686	EFT	TO RECORD TXDOT CHECK FROM FUND 44	-6,375.71
09/30/2023	EFT0003689	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-7,157,089.08
09/30/2023	EFT0003690	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-177,438.22
09/30/2023	EFT0003691	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-14,560.00
09/30/2023	EFT0003692	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-1,700.00
09/30/2023	EFT0003693	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-3,000.00
09/30/2023	EFT0003694	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-36,582.38
09/30/2023	EFT0003695	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-16,558.05
09/30/2023	EFT0003696	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-36,741.03
09/30/2023	EFT0003697	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-42,526.40
09/30/2023	EFT0003698	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-21,826.59
09/30/2023	EFT0003699	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-3,733.07
09/30/2023	EFT0003700	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-48,248.99
09/30/2023	EFT0003701	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-29,402.93



Pharr, TX

Bank Statement Register

INVESTMENT 2022B SERIES

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03733

Bank Statement

General Ledger

Beginning Balance	575.54	Account Balance	577.93
Plus Debits	2.39	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	577.93	Adjusted Account Balance	577.93

Statement Ending Balance	577.93
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-002 INVESTMENTS - 2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069959</u>	Deposit	FUND 44 ENTRIES	2.39
Total Cleared Deposits (1)				2.39

0 2/19/23



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2023

Account	Name	Balance
Fund: 45 - HCRMA - CAP.PROJECTS FUND		
Assets		
<u>45-1-1102-000</u>	Pool Investment	49,134,758.98
<u>45-1-1201-000</u>	A/R OTHER	0.30
	Total Assets:	<u>49,134,759.28</u>
		<u>49,134,759.28</u>
Liability		
<u>45-2-1212-000</u>	Accounts Payable	8,988.28
	Total Liability:	<u>8,988.28</u>
Equity		
<u>45-3-1400-000</u>	Fund Balance	36,765,621.39
	Total Beginning Equity:	<u>36,765,621.39</u>
Total Revenue		12,519,869.05
Total Expense		<u>159,719.44</u>
Revenues Over/Under Expenses		<u>12,360,149.61</u>
	Total Equity and Current Surplus (Deficit):	<u>49,125,771.00</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>49,134,759.28</u></u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	201,337.21	1,386,182.29	-1,386,182.29
<u>45-4-4664-000</u>	MISCELLANEOUS	0.00	0.00	0.00	5,119.00	-5,119.00
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	2,776,061.56	11,048,567.76	-11,048,567.76
<u>45-4-4710-000</u>	CITY CONTRIBUTIONS	0.00	0.00	0.00	80,000.00	-80,000.00
	Revenue Total:	0.00	0.00	2,977,398.77	12,519,869.05	-12,519,869.05
Expense						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	5,150.78	105,179.28	-105,179.28
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	8,000.00	-8,000.00
<u>45-52900-8820-000</u>	IBTC - Enviornmental	0.00	0.00	2,382.20	2,382.20	-2,382.20
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	0.00	5,800.00	-5,800.00
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	1,455.00	7,285.00	-7,285.00
<u>45-52900-8842-000</u>	ACQUISITIONS	0.00	0.00	31,072.96	31,072.96	-31,072.96
	Expense Total:	0.00	0.00	40,060.94	159,719.44	-159,719.44
	Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):	0.00	0.00	2,937,337.83	12,360,149.61	
	Total Surplus (Deficit):	0.00	0.00	2,937,337.83	12,360,149.61	



Pharr, TX

Bank Statement Register

Pool Investment

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03734

Bank Statement

General Ledger

09/29/23

Beginning Balance	46,188,433.17	Account Balance	49,134,758.98
Plus Debits	2,977,398.77	Less Outstanding Debits	0.00
Less Credits	31,072.96	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	49,134,758.98	Adjusted Account Balance	49,134,758.98

Statement Ending Balance	49,134,758.98
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069974</u>	Deposit	FUND 45 ENTRIES	2,863,068.34
09/30/2023	<u>DEP0069975</u>	Deposit	FUND 45 ENTRIES	114,330.43
Total Cleared Deposits (2)				2,977,398.77

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>EFT0003703</u>	EFT	FUND 45 ENTRIES	-31,072.96
Total Cleared Other (1)				-31,072.96



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2023

Account	Name	Balance	
Fund: 46 - HCRMA- VRF SERIES 2020A			
Assets			
<u>46-1-1102-000</u>	INVESTMENTS	3,144,891.38	
	Total Assets:	<u>3,144,891.38</u>	<u>3,144,891.38</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
<u>46-3-3400-000</u>	FUND BALANCE	3,053,035.69	
	Total Beginning Equity:	<u>3,053,035.69</u>	
Total Revenue		117,721.29	
Total Expense		<u>25,865.60</u>	
Revenues Over/Under Expenses		<u>91,855.69</u>	
	Total Equity and Current Surplus (Deficit):	<u>3,144,891.38</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>3,144,891.38</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A						
Revenue						
46-4-1506-000	INTEREST REVENUE	0.00	0.00	14,195.77	117,721.29	-117,721.29
	Revenue Total:	0.00	0.00	14,195.77	117,721.29	-117,721.29
Expense						
46-52900-8810-004	365 UTILITY RELOCATIONS	0.00	0.00	0.00	25,865.60	-25,865.60
	Expense Total:	0.00	0.00	0.00	25,865.60	-25,865.60
	Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):	0.00	0.00	14,195.77	91,855.69	
	Total Surplus (Deficit):	0.00	0.00	14,195.77	91,855.69	



Pharr, TX

Bank Statement Register

INVESTMENTS

Period 9/1/2023 - 9/30/2023

Packet: BRPKT03735

012/9/23

Bank Statement		General Ledger	
Beginning Balance	3,130,695.61	Account Balance	3,144,891.38
Plus Debits	14,195.77	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,144,891.38	Adjusted Account Balance	3,144,891.38
Statement Ending Balance		3,144,891.38	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2023	<u>DEP0069976</u>	Deposit	FUND 46 ENTRIES	14,195.77
Total Cleared Deposits (1)				14,195.77

HCRMA
September 30, 2023

GL ACCOUNT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT Sept	LOGIC	INVESTMENTS
41-1-1101-000	106912-000	HIDALGO CO RMA PLEDGED REV FD	0.00		0.00
41-1-1102-002	154037-003	HCRMA SR LIEN 2022A GENERAL FD	6,756,230.46	ok	6,756,230.46
42-1-1102-002	154037-001	HCRMA SR LIEN 2022A DS ACCT	6,038,039.75	ok	6,038,039.75
42-1-1102-003	154038-001	HCRMA JR LIEN 2022B DS ACCT	428,405.08	ok	428,405.08
42-1-1102-010	154037-002	HCRMA SR LIEN 2022A DSRF	12,805,903.91	ok	12,805,903.91
42-1-1102-011	154038-002	HCRMA JR LIEN 2022B DSRF	5,775,536.75	ok	5,775,536.75
42-1-1102-012	154038-000	HCRMA JR LIEN REV BDS 2022B	419,544.43	ok	419,544.43
42-1-4105-000	106912-001	HIDALGO CO RMA DEBT SERVICE FD	1,241,526.53	ok	1,241,526.53
42-1-4105-002	143255-001	HIDALGO CO RMA 2020 DS FUND	1,272,393.71	ok	1,272,393.71
44-1-1102-001	154037-006	HCRMA SR LIEN 2022A PROJECT FD	85,485,331.15	ok	10,100,691.28
44-1-1102-002	154038-003	HCRMA JR LIEN 2022B PROJECT FD	2.39	ok	2.39
45-1-1102-000	106912-006	HIDALGO CO RMA DISBURSEMENT ACCT	49,134,758.98	ok	25,328,463.69
46-1-1102-000	143255-000	HIDALGO CO RMA 2020 A&B	3,144,891.38	ok	3,144,891.38
	154037-000	HCRMA SR LIEN REV BDS 2022A			
	154037-008	HCRMA SR LIEN 2022A COI FD			

LOGIC ACCOUNTS

41-1-1102-000	2731494001	CONTINGENCY	5,262,489.52	ok	5,262,489.52
41-1-1102-001	2731494002	ROAD MAINTENANCE	1,056,637.04	ok	1,056,637.04
41-1-1102-002	7731494007	HCRMA Sr. Lien 2022A General Fund			
42-1-1102-010	7731494006	HCRMA Sr. Lien 2022A DSRF			
42-1-1102-011	7731494005	HCRMA Jr. Lien 2022B DSRF			
42-1-4105-001	7731494002	DEBT SERVICE	183.21	ok	183.21
44-1-1102-001	7731494009	2022A PROJECT			
44-1-1102-002	7731494010	2022B PROJECT			
45-1-1102-000	7731494008	DISBURSEMENT ACCT			
46-1-1102-000	7731494004	2020 PROJECT			

PLAINSCAPITAL ACCOUNT

41-1-1100-000	XXXXXX8545	PLAINSCAPITAL OPERATING ACCOUNT	758,634.26	ok	758,634.26
TOTAL			179,580,508.55		39,162,454.97
Current Debt Service Totals			27,981,533.37		23,806,295.29
					10,100,693.67

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION OCTOBER 31, 2023**

ASSETS

CURRENT ASSETS	
Cash & cash equivalents	\$ 13,813,679
Cash with fiscal agent-promises	84,657
Cash & cash equivalents-Capital Projects	25,447,690
Investment-Capital Projects nonrestricted	29,393,173
Clearing account vrf	547,107
Accounts Receivable - VR Fees	545,920
Accounts Receivable - Promises	6,831
Prepaid expense	20,874
Prepaid bond insurances	<u>286,863</u>
Total Current Assets	<u>70,146,795</u>
RESTRICTED ASSETS	
Cash & equivalent-Construction 2020A Series	3,159,695
Cash & equivalent-Construction 2022 A&B series	5,054,243
Investments-Construction 2022 A&B Series	75,249,969
Investment-2020 debt service	1,276,913
Investment-debt service 2013 series	1,246,184
Investment-debt service: 2022 A&B	6,492,240
Cash & equivalents-debt service reserves: 2022 A&B	18,668,907
Investment-2022 liendebt service	421,228
Cash & equivalent-debt service jr. lien	<u>183</u>
Total Restricted Assets	<u>111,569,562</u>
CAPITAL ASSETS	
Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	388,932
Office equipment/other	40,946
Right to use-Bldg	437,340
Road-B&BIF	3,010,637
Construction in progress	194,421,544
Accumulated depreciation	(336,371)
Accumulated amortization	<u>(207,737)</u>
Total Capital Assets	<u>199,111,330</u>
DEFERRED OUTFLOW OF RESOURCES	
Deferred charges on refunding	<u>2,051,016</u>
Total Deferred Outflows	<u>2,051,016</u>
TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 382,878,703</u>
LIABILITIES AND NET POSITION	
CURRENT LIABILITIES	
Accounts payable-City of Pharr	\$ 130,688
Lease Payable	252,571
Unearned Revenue - Overweight Permit Escrow	84,657
Current Portion of Bond Premium 2013	53,043
Current Portion of Bond Premium 2020A	45,256
Current Portion of Bond Premium 2022 A	356,126
Current Portion of Bond Premium 2022 B	<u>132,309</u>
Total Current Liabilities	<u>1,054,650</u>
RESTRICTED LIABILITIES	
Current Portion of Long-Term 2020 Debt	815,000
Current Portion of Long-Term Debt 2013	<u>1,425,000</u>
Total Restricted Liabilities	<u>2,240,000</u>
LONG-TERM LIABILITIES	
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	55,585,000
2022 Series A Bonds Payable	151,650,345
2022 Series B Bonds Payable	63,884,707
Bond premium 2020A	1,210,596
Bond premium 2022A	11,722,473
Bond premium 2022B	<u>4,355,167</u>
Total Long-Term Liabilities	<u>298,278,288</u>
Total Liabilities	<u>301,572,938</u>
NET POSITION	
Investment in Capital Assets, Net of Related Debt	(16,478,769)
Restricted for:	
Debt Service	25,865,655
Capital projects	83,463,907
Unrestricted	<u>(11,545,028)</u>
Total Net Position	<u>81,305,765</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 382,878,703</u>



Pharr, TX

Balance Sheet

Account Summary

As Of 10/31/2023

Account	Name	Balance	
Fund: 41 - HCRMA-GENERAL			
Assets			
<u>41-1-1100-000</u>	GENERAL OPERATING	676,773.65	
<u>41-1-1102-000</u>	POOL INVESTMENTS	5,287,261.10	
<u>41-1-1102-001</u>	INVESTMENT-ROAD MAINT,	1,061,610.84	
<u>41-1-1102-002</u>	INVESTMENT-GENERAL	6,788,033.36	
<u>41-1-1110-000</u>	CLEARING ACCOUNT-WT 000-VRF	547,107.25	
<u>41-1-1113-000</u>	ACCOUNTS RECIEVABLES-VR FEES	552,320.00	
<u>41-1-1113-009</u>	ACCOUNTS RECEIVABLE- PROMILES	6,831.00	
<u>41-1-1113-100</u>	PROMILES-PREPAID/ESCROW OVERWE	84,656.56	
<u>41-1-1601-000</u>	PREPAID EXPENSE	20,874.36	
<u>41-1-1601-001</u>	PREPAID BOND INSURANCE	286,863.24	
<u>41-1-1700-001</u>	DEFERRED CHARGES ON REFUNDING	2,051,015.92	
<u>41-1-1910-001</u>	LAND - RIGHT OF WAY	914,933.99	
<u>41-1-1910-002</u>	LAND - ENVIORNMENTAL	441,105.00	
<u>41-1-1920-004</u>	LEASEHOLD IMPROV.	388,932.22	
<u>41-1-1922-000</u>	ACCUM DEPR - BUILDINGS	-114,163.13	
<u>41-1-1940-001</u>	OFFICE FURNITURE & FIXTURES	32,339.94	
<u>41-1-1940-002</u>	COMPUTER/SOFTWARE	8,606.51	
<u>41-1-1940-003</u>	RIGHT TO USE- BLDG	437,340.00	
<u>41-1-1942-000</u>	ACCUM DEPR - MACH & EQUIP	-19,498.64	
<u>41-1-1942-001</u>	ACCUM AMORT-BLDG	-207,737.00	
<u>41-1-1950-001</u>	ROADS - BSIF	3,010,636.97	
<u>41-1-1952-000</u>	ACCUM DEPR - INFRASTRUCTURE	-202,709.14	
<u>41-1-1960-000</u>	CONSTRUCTION IN PROGRESS	194,421,543.51	
	Total Assets:	216,474,677.51	<u>216,474,677.51</u>
Liability			
<u>41-2-1212-001</u>	A/P CITY OF PHARR	130,688.49	
<u>41-2-1212-010</u>	LEASE PAYABLE	252,571.00	
<u>41-2-1213-007</u>	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78	
<u>41-2-1213-008</u>	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88	
<u>41-2-1213-009</u>	CURRENT-UNAMORTIZED PREMIUM	53,043.39	
<u>41-2-1213-010</u>	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92	
<u>41-2-1213-012</u>	BONDS PAYABLE CURRENT- 2020B	815,000.00	
<u>41-2-1213-100</u>	UNEARNED REV.-OVERWEIGHT	84,656.56	
<u>41-2-1214-001</u>	BONDS PAYABLE-CURRENT	1,425,000.00	
<u>41-2-1214-004</u>	UNAMORTIZED PREM- 2020A	1,210,595.86	
<u>41-2-1214-005</u>	LT UNAMORTIZED PREM 2022 A	11,722,473.44	
<u>41-2-1214-006</u>	LT UNAMORTIZED PREM 2022 B	4,355,166.98	
<u>41-2-1214-011</u>	LONG TERM BONDS- 2020A	9,870,000.00	
<u>41-2-1214-012</u>	LONG TERM BONDS- 2020B	55,585,000.00	
<u>41-2-1214-013</u>	LT BOND PAY 2022 A	151,650,344.75	
<u>41-2-1214-014</u>	LT BOND PAY 2022 B	63,884,707.35	
	Total Liability:	301,572,938.40	
Equity			
<u>41-3-3400-000</u>	FUND BALANCE	-88,080,898.08	
	Total Beginning Equity:	-88,080,898.08	
	Total Revenue	7,695,824.15	
	Total Expense	4,713,186.96	
	Revenues Over/Under Expenses	2,982,637.19	
	Total Equity and Current Surplus (Deficit):	-85,098,260.89	
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>216,474,677.51</u>	



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL						
Revenue						
<u>41-4-1504-000</u>	VEHICLE REGISTRATION FEES	7,400,000.00	7,400,000.00	552,320.00	6,064,050.00	1,335,950.00
<u>41-4-1505-005</u>	PROMILES-OW/OS PERMIT FEES	1,300,000.00	1,300,000.00	201,906.00	1,095,185.00	204,815.00
<u>41-4-1506-000</u>	INTEREST REVENUE	170,000.00	170,000.00	-59,412.47	536,589.15	-366,589.15
	Revenue Total:	8,870,000.00	8,870,000.00	694,813.53	7,695,824.15	1,174,175.85
Expense						
<u>41-52900-1100-000</u>	SALARIES	612,900.00	612,900.00	41,159.26	461,558.52	151,341.48
<u>41-52900-1104-000</u>	OVERTIME	500.00	500.00	63.10	216.35	283.65
<u>41-52900-1105-000</u>	FICA	52,200.00	52,200.00	2,029.49	26,341.14	25,858.86
<u>41-52900-1106-000</u>	HEALTH INSURANCE	44,550.00	44,550.00	2,474.52	26,845.85	17,704.15
<u>41-52900-1115-000</u>	EMPLOYEES RETIREMENT	51,200.00	51,200.00	4,702.74	48,171.50	3,028.50
<u>41-52900-1116-000</u>	PHONE ALLOWANCE	6,300.00	6,300.00	392.30	4,021.07	2,278.93
<u>41-52900-1117-000</u>	CAR ALLOWANCE	22,800.00	22,800.00	1,292.30	13,176.85	9,623.15
<u>41-52900-1122-000</u>	EAP- ASSISTANCE PROGRAM	105.00	105.00	0.00	0.00	105.00
<u>41-52900-1178-000</u>	ADMIN FEE	11,700.00	11,700.00	750.00	7,950.00	3,750.00
<u>41-52900-1179-000</u>	CONTINGENCY	61,340.00	61,340.00	0.00	0.00	61,340.00
<u>41-52900-1200-000</u>	OFFICE SUPPLIES	6,000.00	6,000.00	1,377.61	8,230.26	-2,230.26
<u>41-52900-1603-000</u>	BUILDING REMODEL	20,000.00	20,000.00	0.00	251.00	19,749.00
<u>41-52900-1604-000</u>	MAINTENANCE & REPAIR	10,000.00	10,000.00	0.00	1,440.68	8,559.32
<u>41-52900-1605-000</u>	JANITORIAL	1,000.00	1,000.00	0.00	47.31	952.69
<u>41-52900-1606-000</u>	UTILITIES	2,800.00	2,800.00	239.12	2,157.80	642.20
<u>41-52900-1607-000</u>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	8,906.17	3,093.83
<u>41-52900-1610-000</u>	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	6,075.00	20,229.00	-2,229.00
<u>41-52900-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	1,200.00	1,200.00	18,904.95	843.00	357.00
<u>41-52900-1611-000</u>	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	155.56	1,912.42	587.58
<u>41-52900-1620-000</u>	GENERAL LIABILITY	5,000.00	5,000.00	0.00	0.00	5,000.00
<u>41-52900-1621-000</u>	INSURANCE-E&O	2,000.00	2,000.00	0.00	0.00	2,000.00
<u>41-52900-1622-000</u>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
<u>41-52900-1623-000</u>	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	458.33	41.67
<u>41-52900-1623-001</u>	INSURANCE-OTHER	3,800.00	3,800.00	0.00	0.00	3,800.00
<u>41-52900-1623-002</u>	INSURANCE- CYBERSECURITY	4,500.00	4,500.00	0.00	0.00	4,500.00
<u>41-52900-1630-000</u>	BUSINESS MEALS	500.00	500.00	222.46	506.83	-6.83
<u>41-52900-1640-000</u>	ADVERTISING	4,000.00	4,000.00	0.00	0.00	4,000.00
<u>41-52900-1650-000</u>	TRAINING	8,000.00	8,000.00	0.00	5,619.00	2,381.00
<u>41-52900-1660-000</u>	TRAVEL	10,000.00	10,000.00	0.00	2,785.53	7,214.47
<u>41-52900-1662-000</u>	PRINTING & PUBLICATIONS	8,000.00	8,000.00	0.00	435.50	7,564.50
<u>41-52900-1703-000</u>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
<u>41-52900-1705-000</u>	ACCOUNTING FEES	36,000.00	36,000.00	205.00	33,845.00	2,155.00
<u>41-52900-1710-000</u>	LEGAL FEES	65,000.00	65,000.00	0.00	12,280.10	52,719.90
<u>41-52900-1710-001</u>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	100,000.00	20,000.00
<u>41-52900-1712-000</u>	FINANCIAL CONSULTING FEES	6,500.00	6,500.00	0.00	16,858.88	-10,358.88
<u>41-52900-1712-001</u>	INSURANCE CONSULTANT	10,000.00	10,000.00	0.00	0.00	10,000.00
<u>41-52900-1715-000</u>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	45,764.22	8,235.78
<u>41-52900-1715-001</u>	RENT-OFFICE EQUIPMENT	8,500.00	8,500.00	591.60	5,916.00	2,584.00
<u>41-52900-1715-002</u>	RENT-OTHER	500.00	500.00	0.00	946.78	-446.78
<u>41-52900-1716-000</u>	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	1,800.00	600.00
<u>41-52900-1731-000</u>	MISCELLANEOUS	500.00	500.00	-3,250.00	0.00	500.00
<u>41-52900-1732-000</u>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
<u>41-52900-1850-000</u>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
<u>41-52900-1899-000</u>	NON-CAPITAL	10,000.00	10,000.00	0.00	3,662.85	6,337.15
<u>41-52900-1999-003</u>	TRANSFER OUT TO DEBT	1,496,250.00	1,496,250.00	0.00	1,148,187.50	348,062.50
<u>41-52900-1999-006</u>	TRANS OUT- 2020 DEBT SVC	2,469,854.00	2,469,854.00	0.00	1,852,390.26	617,463.74

Income Statement

For Fiscal: 2023 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<u>41-53000-1100-000</u>	SALARIES	586,000.00	586,000.00	46,531.31	413,782.81	172,217.19
<u>41-53000-1104-000</u>	OVERTIME	26,000.00	26,000.00	11,713.34	52,478.17	-26,478.17
<u>41-53000-1105-000</u>	FICA	52,800.00	52,800.00	4,457.71	35,100.77	17,699.23
<u>41-53000-1106-000</u>	HEALTH INSURANCE	59,400.00	59,400.00	4,949.04	49,063.50	10,336.50
<u>41-53000-1115-000</u>	EMPLOYEES RETIREMENT	51,800.00	51,800.00	7,008.44	55,835.28	-4,035.28
<u>41-53000-1116-000</u>	PHONE ALLOWANCE	9,600.00	9,600.00	646.10	12,881.12	-3,281.12
<u>41-53000-1117-000</u>	CAR ALLOWANCE	7,200.00	7,200.00	553.84	5,630.72	1,569.28
<u>41-53000-1122-000</u>	EAP- ASSISTANCE PROGRAM	140.00	140.00	0.00	0.00	140.00
<u>41-53000-1178-000</u>	ADMN FEE	15,600.00	15,600.00	1,350.00	12,450.00	3,150.00
<u>41-53000-1179-000</u>	CONTINGENCY	61,200.00	61,200.00	0.00	0.00	61,200.00
<u>41-53000-1200-000</u>	OFFICE SUPPLIES	10,000.00	10,000.00	174.20	1,515.23	8,484.77
<u>41-53000-1201-000</u>	SMALL TOOLS	10,000.00	10,000.00	31.98	2,600.27	7,399.73
<u>41-53000-1605-000</u>	JANITORIAL	500.00	500.00	0.00	0.00	500.00
<u>41-53000-1606-001</u>	UTILITIES	750.00	750.00	58.10	523.74	226.26
<u>41-53000-1608-000</u>	UNIFORMS	6,000.00	6,000.00	0.00	1,621.68	4,378.32
<u>41-53000-1610-000</u>	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	1,344.00	1,993.31	6.69
<u>41-53000-1610-001</u>	SUBSCRIPTIONS - SOFTWARE	20,000.00	20,000.00	-18,900.00	21,474.88	-1,474.88
<u>41-53000-1611-000</u>	POSTAGE/FEDEX/COURTIER	250.00	250.00	0.00	0.00	250.00
<u>41-53000-1640-000</u>	ADVERTISING	4,000.00	4,000.00	0.00	1,011.59	2,988.41
<u>41-53000-1650-000</u>	TRAINING	12,500.00	12,500.00	0.00	3,425.00	9,075.00
<u>41-53000-1660-000</u>	TRAVEL	20,000.00	20,000.00	557.34	8,726.89	11,273.11
<u>41-53000-1662-000</u>	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
<u>41-53000-1715-000</u>	RENT CONSTRUCTION OFFICE	0.00	0.00	-16,389.38	0.00	0.00
<u>41-53000-1715-001</u>	RENTAL - OFFICE EQUIPMENT	2,400.00	2,400.00	219.46	1,975.14	424.86
<u>41-53000-1715-002</u>	RENT-OTHER	1,000.00	1,000.00	0.00	0.00	1,000.00
<u>41-53000-1715-010</u>	VEHICLE RENTAL	72,000.00	72,000.00	21,887.09	54,926.35	17,073.65
<u>41-53000-1715-011</u>	VEHICLE INSURANCE	5,000.00	5,000.00	0.00	0.00	5,000.00
<u>41-53000-1715-012</u>	VEHICLE MAINTENANCE	3,000.00	3,000.00	75.25	1,020.96	1,979.04
<u>41-53000-1715-013</u>	VEHICLE FUEL	25,000.00	25,000.00	1,448.02	9,330.55	15,669.45
<u>41-53000-1850-000</u>	CAPITAL OUTLAY	62,500.00	62,500.00	0.00	0.00	62,500.00
<u>41-53000-1899-000</u>	NON-CAPITALIZED	27,000.00	27,000.00	0.00	3,402.00	23,598.00
<u>41-54000-1100-000</u>	SALARIES	431,000.00	431,000.00	0.00	6,779.38	424,220.62
<u>41-54000-1105-000</u>	FICA	38,300.00	38,300.00	0.00	518.63	37,781.37
<u>41-54000-1106-000</u>	HEALTH INSURANCE	29,700.00	29,700.00	0.00	0.00	29,700.00
<u>41-54000-1115-000</u>	EMPLOYEES RETIREMENT	37,600.00	37,600.00	0.00	0.00	37,600.00
<u>41-54000-1116-000</u>	PHONE ALLOWANCE	4,800.00	4,800.00	0.00	0.00	4,800.00
<u>41-54000-1117-000</u>	CAR ALLOWANCE	21,600.00	21,600.00	0.00	0.00	21,600.00
<u>41-54000-1122-000</u>	EAP- ASSISTANCE PROGRAM	70.00	70.00	0.00	0.00	70.00
<u>41-54000-1178-000</u>	ADMN FEE	7,800.00	7,800.00	0.00	750.00	7,050.00
<u>41-54000-1179-000</u>	CONTINGENCY	43,200.00	43,200.00	0.00	0.00	43,200.00
<u>41-54000-1200-000</u>	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00
<u>41-54000-1610-000</u>	DUES & SUBSCRIPTIONS	2,500.00	2,500.00	0.00	965.35	1,534.65
<u>41-54000-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	73,000.00	73,000.00	3.00	84,787.23	-11,787.23
<u>41-54000-1611-000</u>	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	0.00	100.00
<u>41-54000-1640-000</u>	ADVERTISING	2,500.00	2,500.00	0.00	2,416.10	83.90
<u>41-54000-1650-000</u>	TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00
<u>41-54000-1660-000</u>	TRAVEL	2,000.00	2,000.00	0.00	0.00	2,000.00
<u>41-54000-1850-000</u>	CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00
<u>41-58000-1604-001</u>	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	1,860.00	1,140.00
<u>41-58000-1606-002</u>	UTILITIES - BSIF	1,000.00	1,000.00	62.04	584.61	415.39
	Expense Total:	7,149,809.00	7,149,809.00	160,695.89	4,713,186.96	2,436,622.04
	Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	1,720,191.00	1,720,191.00	534,117.64	2,982,637.19	
	Total Surplus (Deficit):	1,720,191.00	1,720,191.00	534,117.64	2,982,637.19	



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03817

✓ 10/12/2023

Bank Statement

General Ledger

Beginning Balance	805,194.28	Account Balance	676,773.65
Plus Debits	79,758.00	Less Outstanding Debits	0.00
Less Credits	203,714.57	Plus Outstanding Credits	4,464.06
Adjustments	0.00	Adjustments	0.00
Ending Balance	681,237.71	Adjusted Account Balance	681,237.71

Statement Ending Balance	681,237.71
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072204</u>	Deposit	FUND 41 CREDIT ENTRYS	79,758.00
Total Cleared Deposits (1)				79,758.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
09/28/2023	<u>2755</u>	Check	A FAST DELIVERY	-147.00
09/28/2023	<u>2756</u>	Check	ADVANCE PUBLISHING LLC	-185.25
09/28/2023	<u>2757</u>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-636.00
09/28/2023	<u>2758</u>	Check	BENTLEY SYSTEMS, INC.	-44,509.00
09/28/2023	<u>2759</u>	Check	OFFICE DEPOT	-271.71
09/28/2023	<u>2760</u>	Check	XEROX CORPORATION	-219.46
09/28/2023	<u>2761</u>	Check	XEROX CORPORATION	-591.60
10/25/2023	<u>2766</u>	Check	XEROX CORPORATION	-219.46
10/25/2023	<u>2767</u>	Check	XEROX CORPORATION	-591.60
Total Cleared Checks (9)				-47,371.08

Cleared Other

Item Date	Reference	Item Type	Description	Amount
10/03/2023	<u>DFT0010290</u>	Bank Draft	PENA DESIGNS	-200.00
10/04/2023	<u>DFT0010286</u>	Bank Draft	CITY OF PHARR	-850.00
10/04/2023	<u>DFT0010289</u>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
10/13/2023	<u>DFT0010283</u>	Bank Draft	CITY OF PHARR	-123,616.21

Cleared Other

Item Date	Reference	Item Type	Description	Amount
10/13/2023	DFT0010284	Bank Draft	CITY OF PHARR	-205.00
10/13/2023	DFT0010285	Bank Draft	CITY OF PHARR	-7,380.00
10/15/2023	DFT0010282	Bank Draft	VALERO FLEET	-1,448.02
10/17/2023	DFT0010287	Bank Draft	CITY OF PHARR	-5,497.71
10/31/2023	DFT0010288	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
10/31/2023	DFT0010291	Bank Draft	PILAR RODRIGUEZ	-222.46
10/31/2023	DFT0010292	Bank Draft	RAMON NAVARRO	-169.82
10/31/2023	EFT0003838	EFT	TO RECORD ANNUAL MEMBERSHIP FOR CE	-325.00
10/31/2023	EFT0003839	EFT	TO RECORD EXPENSES FOR M. ALANIZ	-1,156.02
10/31/2023	EFT0003840	EFT	TO RECORD EXPENSES FOR IVONNE RODR	-793.25
Total Cleared Other (14)				-156,343.49

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
10/25/2023	2762	Check	A FAST DELIVERY	-147.00
10/25/2023	2763	Check	IBTTA	-2,500.00
10/25/2023	2764	Check	OFFICE DEPOT	-473.06
10/25/2023	2765	Check	RIO GRANDE VALLEY COMMUNICATIONS G	-1,344.00
Total Outstanding Checks (4)				-4,464.06



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03805

12/20/23

Bank Statement

General Ledger

Beginning Balance	5,262,489.52
Plus Debits	24,771.58
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,287,261.10

Account Balance	5,287,261.10
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,287,261.10

Statement Ending Balance	5,287,261.10
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072173</u>	Deposit	TO RECORD FUND 41 HCRMA INTERESTS	24,771.58
Total Cleared Deposits (1)				24,771.58



Pharr, TX

Bank Statement Register

RMA LOGIC ROAD MAINT

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03806

012/20/23

Bank Statement

General Ledger

Beginning Balance	1,056,637.04	Account Balance	1,061,610.84
Plus Debits	4,973.80	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,061,610.84	Adjusted Account Balance	1,061,610.84

Statement Ending Balance	1,061,610.84
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-001 INVESTMENT-ROAD MAINT,

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072174</u>	Deposit	TO RECORD FUND 41 HCRMA INTERESTS	4,973.80
Total Cleared Deposits (1)				4,973.80



Pharr, TX

Bank Statement Register

INVESTMENT-GENERAL

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03807

12/20/23

Bank Statement

General Ledger

Beginning Balance	6,756,230.46	Account Balance	6,788,033.36
Plus Debits	31,802.90	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,788,033.36	Adjusted Account Balance	6,788,033.36

Statement Ending Balance	6,788,033.36
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072175</u>	Deposit	TO RECORD FUND 41 HCRMA INTERESTS	31,802.90
Total Cleared Deposits (1)				31,802.90



Pharr, TX

Balance Sheet

Account Summary

As Of 10/31/2023

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
<u>42-1-1102-002</u>	INVESTMENTS D/S 2022 A SERIES	6,062,163.50
<u>42-1-1102-003</u>	INVESTMENTS D/S2022 B SERIES	430,076.04
<u>42-1-1102-010</u>	INVESTMENTS RESERVE D/S 2022 A SERIE	12,866,183.86
<u>42-1-1102-011</u>	INVESTMENTS RESERVE D/S 2022 B SERIE	5,802,723.37
<u>42-1-1102-012</u>	INVESTMENT JR LIEN REV BDS 2022B	421,228.28
<u>42-1-4105-000</u>	WILMINGTON-DEBT SERVICE	1,246,183.74
<u>42-1-4105-001</u>	DEBT SVC - JR LIEN	183.21
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	1,276,912.51
	Total Assets:	<u><u>28,105,654.51</u></u>
		<u><u>28,105,654.51</u></u>
Liability		
	Total Liability:	<u>0.00</u>
Equity		
<u>42-3-4400-000</u>	FUND BALANCE	26,978,181.42
	Total Beginning Equity:	<u>26,978,181.42</u>
Total Revenue		4,068,056.50
Total Expense		<u>2,940,583.41</u>
Revenues Over/Under Expenses		<u>1,127,473.09</u>
	Total Equity and Current Surplus (Deficit):	<u>28,105,654.51</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>28,105,654.51</u></u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
<u>42-4-1506-000</u>	INTEREST INCOME	0.00	0.00	9,176.01	31,342.21	-31,342.21
<u>42-4-1506-001</u>	INTEREST INCOME-JR LIEN	0.00	0.00	0.00	6.90	-6.90
<u>42-4-1506-002</u>	INTEREST 2020 SERIES	0.00	0.00	0.00	-5,005.35	5,005.35
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	24,123.75	245,551.00	-245,551.00
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	3,354.81	41,068.73	-41,068.73
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	60,279.95	537,913.21	-537,913.21
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	27,186.62	242,602.04	-242,602.04
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	0.00	2,974,577.76	-2,974,577.76
	Revenue Total:	0.00	0.00	124,121.14	4,068,056.50	-4,068,056.50
Expense						
<u>42-52900-4703-001</u>	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	29,687.50	-29,687.50
<u>42-52900-4703-005</u>	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	689,522.37	-689,522.37
<u>42-52900-4703-006</u>	INTEREST EXPESNE- 2022 A BOND	0.00	0.00	0.00	1,551,819.58	-1,551,819.58
<u>42-52900-4703-007</u>	INTEREST EXPENSE- 2022 B BONDS	0.00	0.00	0.00	665,658.12	-665,658.12
<u>42-52900-4727-000</u>	FEES	0.00	0.00	0.00	3,895.84	-3,895.84
	Expense Total:	0.00	0.00	0.00	2,940,583.41	-2,940,583.41
	Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):	0.00	0.00	124,121.14	1,127,473.09	
	Total Surplus (Deficit):	0.00	0.00	124,121.14	1,127,473.09	



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03811

12/20/23

Bank Statement

General Ledger

Beginning Balance	6,038,039.75
Plus Debits	24,123.75
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,062,163.50

Account Balance	6,062,163.50
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,062,163.50

Statement Ending Balance	6,062,163.50
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002 INVESTMENTS D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072178</u>	Deposit	FUND 42 INTERESTS	24,123.75
Total Cleared Deposits (1)				24,123.75



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03818

12/20/23

Bank Statement

General Ledger

Beginning Balance	428,405.08
Plus Debits	1,670.96
Less Credits	0.00
Adjustments	0.00
Ending Balance	430,076.04

Account Balance	430,076.04
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	430,076.04

Statement Ending Balance	430,076.04
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-003 INVESTMENTS D/S2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072219</u>	Deposit	FUND 42 HCRMA	1,670.96
Total Cleared Deposits (1)				1,670.96



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03819

12/20/23

Bank Statement

General Ledger

Beginning Balance	12,805,903.91
Plus Debits	60,279.95
Less Credits	0.00
Adjustments	0.00
Ending Balance	12,866,183.86

Account Balance	12,866,183.86
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	12,866,183.86

Statement Ending Balance	12,866,183.86
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-010 INVESTMENTS RESERVE D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072179</u>	Deposit	FUND 42 INTERESTS	60,279.95
Total Cleared Deposits (1)				60,279.95



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03812

Bank Statement

General Ledger

Beginning Balance	5,775,536.75
Plus Debits	27,186.62
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,802,723.37

Account Balance	5,802,723.37
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,802,723.37

012/20/23

Statement Ending Balance	5,802,723.37
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011 INVESTMENTS RESERVE D/S 2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072180</u>	Deposit	FUND 42 INTERESTS	27,186.62
Total Cleared Deposits (1)				27,186.62



Pharr, TX

Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03813

012/20/23

Bank Statement

General Ledger

Beginning Balance	419,544.43	Account Balance	421,228.28
Plus Debits	1,683.85	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	421,228.28	Adjusted Account Balance	421,228.28

Statement Ending Balance	421,228.28
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-012 INVESTMENT JR LIEN REV BDS 2022B

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072181</u>	Deposit	FUND 42 INTERESTS	1,683.85
Total Cleared Deposits (1)				1,683.85



Pharr, TX

Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03809

Bank Statement

General Ledger

012/20/23

Beginning Balance	1,241,526.53	Account Balance	1,246,183.74
Plus Debits	4,657.21	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,246,183.74	Adjusted Account Balance	1,246,183.74

Statement Ending Balance	1,246,183.74
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072176</u>	Deposit	FUND 42 INTERESTS	4,657.21
Total Cleared Deposits (1)				4,657.21



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03810

Bank Statement

General Ledger

02/10/23

Beginning Balance	1,272,393.71	Account Balance	1,276,912.51
Plus Debits	4,518.80	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,276,912.51	Adjusted Account Balance	1,276,912.51

Statement Ending Balance	1,276,912.51
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	<u>DEP0072177</u>	Deposit	FUND 42 INTERESTS	4,518.80
Total Cleared Deposits (1)				4,518.80



Pharr, TX

Balance Sheet

Account Summary

As Of 10/31/2023

Account	Name	Balance	
Fund: 44 - HCRMA-365 CONSTRUCTION			
Assets			
<u>44-1-1102-001</u>	INVESTMENTS - 2022 A SERIES	80,304,210.32	
<u>44-1-1102-002</u>	INVESTMENTS - 2022 B SERIES	2.39	
	Total Assets:	80,304,212.71	<u>80,304,212.71</u>
Liability			
	Total Liability:	0.00	
Equity			
<u>44-3-1400-000</u>	FUND BALANCE	111,906,864.91	
	Total Beginning Equity:	111,906,864.91	
Total Revenue		2,809,781.99	
Total Expense		34,412,434.19	
Revenues Over/Under Expenses		-31,602,652.20	
	Total Equity and Current Surplus (Deficit):	80,304,212.71	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>80,304,212.71</u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 44 - HCRMA-365 CONSTRUCTION						
Revenue						
<u>44-4-1506-000</u>	INTEREST REVENUE	204,000.00	204,000.00	240,231.50	2,809,781.99	-2,605,781.99
<u>44-4-4700-000</u>	FEDERAL GRANT	104,753,862.00	104,753,862.00	0.00	0.00	104,753,862.00
	Revenue Total:	104,957,862.00	104,957,862.00	240,231.50	2,809,781.99	102,148,080.01
Expense						
<u>44-52900-8800-000</u>	CONSULTING AND ENGINEERING	1,500,000.00	1,500,000.00	94,447.67	1,622,281.54	-122,281.54
<u>44-52900-8810-000</u>	SH 365-ENVIROMENTAL	100,000.00	100,000.00	3,060.33	22,303.45	77,696.55
<u>44-52900-8810-003</u>	SH365-ROW	1,600,000.00	1,600,000.00	0.00	44,486.50	1,555,513.50
<u>44-52900-8841-000</u>	PROFESSIONAL SERVICES	150,000.00	150,000.00	6,650.00	140,760.50	9,239.50
<u>44-52900-8842-000</u>	ACQUISITIONS ROAD	0.00	0.00	0.00	27,300.00	-27,300.00
<u>44-52900-8844-000</u>	365 PROJECT CONSTRUCTION A-FEDERAL	120,000,000.00	120,000,000.00	5,115,697.33	22,755,670.42	97,244,329.58
<u>44-52900-8844-001</u>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	0.00	1,788,729.50	-1,788,729.50
<u>44-52900-8850-000</u>	365 PROJECT CONSTRUCTION B-FEDERAL	0.00	0.00	0.00	6,956,993.59	-6,956,993.59
<u>44-52900-8850-001</u>	365 PROJECT CONSTRUCTION B-LOCAL	0.00	0.00	0.00	13,729.93	-13,729.93
<u>44-52900-8860-000</u>	365 TOLLWAY SYSTEM	0.00	0.00	201,497.00	1,040,178.76	-1,040,178.76
	Expense Total:	123,350,000.00	123,350,000.00	5,421,352.33	34,412,434.19	88,937,565.81
Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):		-18,392,138.00	-18,392,138.00	-5,181,120.83	-31,602,652.20	
Total Surplus (Deficit):		-18,392,138.00	-18,392,138.00	-5,181,120.83	-31,602,652.20	



Pharr, TX

Bank Statement Register

INVESTMENTS - 2022 A SERIES

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03814

012/20/23

Bank Statement

General Ledger

Beginning Balance	85,485,331.15	Account Balance	80,304,210.32
Plus Debits	240,231.50	Less Outstanding Debits	0.00
Less Credits	5,421,352.33	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	80,304,210.32	Adjusted Account Balance	80,304,210.32

Statement Ending Balance	80,304,210.32
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001 INVESTMENTS - 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	DEP0072182	Deposit	FUND 44 INTERESTS	86,938.38
10/31/2023	DEP0072183	Deposit	FUND 44 INTERESTS	111,167.00
10/31/2023	DEP0072184	Deposit	FUND 44 INTERESTS	42,126.12
Total Cleared Deposits (3)				240,231.50

Cleared Other

Item Date	Reference	Item Type	Description	Amount
10/06/2023	EFT0003844	EFT	TO RECLASS EXPENSE TO CORRECT ACCOI	-2,000.52
10/31/2023	EFT0003841	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-5,419,351.81
Total Cleared Other (2)				-5,421,352.33



Pharr, TX

Balance Sheet

Account Summary

As Of 10/31/2023

Account	Name	Balance	
Fund: 45 - HCRMA - CAP.PROJECTS FUND			
Assets			
<u>45-1-1102-000</u>	Pool Investment	54,840,862.61	
<u>45-1-1201-000</u>	A/R OTHER	0.30	
	Total Assets:	<u>54,840,862.91</u>	<u>54,840,862.91</u>
Liability			
<u>45-2-1212-000</u>	Accounts Payable	0.30	
	Total Liability:	<u>0.30</u>	
Equity			
<u>45-3-1400-000</u>	Fund Balance	36,765,621.39	
	Total Beginning Equity:	<u>36,765,621.39</u>	
Total Revenue		18,241,892.35	
Total Expense		<u>166,651.13</u>	
Revenues Over/Under Expenses		<u>18,075,241.22</u>	
	Total Equity and Current Surplus (Deficit):	<u>54,840,862.61</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>54,840,862.91</u></u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	214,929.29	1,601,111.58	-1,601,111.58
<u>45-4-4664-000</u>	MISCELLANEOUS	0.00	0.00	0.00	5,119.00	-5,119.00
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	5,507,094.01	16,555,661.77	-16,555,661.77
<u>45-4-4710-000</u>	CITY CONTRIBUTIONS	0.00	0.00	0.00	80,000.00	-80,000.00
	Revenue Total:	0.00	0.00	5,722,023.30	18,241,892.35	-18,241,892.35
Expense						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	0.00	105,179.28	-105,179.28
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	1,248.00	9,248.00	-9,248.00
<u>45-52900-8820-000</u>	IBTC - Enviornmental	0.00	0.00	985.49	3,367.69	-3,367.69
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	0.00	5,800.00	-5,800.00
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	4,698.20	11,983.20	-11,983.20
<u>45-52900-8842-000</u>	ACQUISITIONS	0.00	0.00	0.00	31,072.96	-31,072.96
	Expense Total:	0.00	0.00	6,931.69	166,651.13	-166,651.13
	Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):	0.00	0.00	5,715,091.61	18,075,241.22	
	Total Surplus (Deficit):	0.00	0.00	5,715,091.61	18,075,241.22	



Pharr, TX

Bank Statement Register

Pool Investment

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03815

012/20/23

Bank Statement

General Ledger

Beginning Balance	49,134,758.98	Account Balance	54,840,862.61
Plus Debits	5,722,023.30	Less Outstanding Debits	0.00
Less Credits	15,919.67	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	54,840,862.61	Adjusted Account Balance	54,840,862.61

Statement Ending Balance	54,840,862.61
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	DEP0072185	Deposit	FUND 45 INTEREST	5,602,797.15
10/31/2023	DEP0072186	Deposit	FUND 45 INTEREST	119,226.15
Total Cleared Deposits (2)				5,722,023.30

Cleared Other

Item Date	Reference	Item Type	Description	Amount
10/01/2023	DFT0010305	Bank Draft	HIDALGO COUNTY IRRIGATION DISTRICT	-1,248.00
10/06/2023	DFT0010301	Bank Draft	ESCOBEDO & CARDENAS, LLP	-175.00
10/06/2023	DFT0010302	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-4,523.20
10/06/2023	DFT0010303	Bank Draft	BLANTON & ASSOCIATES, INC.	-985.49
10/31/2023	EFT0003842	EFT	TO RECORD FUND 45 HCRMA	-8,987.98
Total Cleared Other (5)				-15,919.67



Pharr, TX

Balance Sheet

Account Summary

As Of 10/31/2023

Account	Name	Balance	
Fund: 46 - HCRMA- VRF SERIES 2020A			
Assets			
46-1-1102-000	INVESTMENTS	3,159,695.02	
	Total Assets:	<u>3,159,695.02</u>	<u>3,159,695.02</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
46-3-3400-000	FUND BALANCE	3,053,035.69	
	Total Beginning Equity:	<u>3,053,035.69</u>	
Total Revenue		132,524.93	
Total Expense		<u>25,865.60</u>	
Revenues Over/Under Expenses		106,659.33	
	Total Equity and Current Surplus (Deficit):	<u>3,159,695.02</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>3,159,695.02</u></u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2023 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A						
Revenue						
<u>46-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	14,803.64	132,524.93	-132,524.93
Revenue Total:		0.00	0.00	14,803.64	132,524.93	-132,524.93
Expense						
<u>46-52900-8810-004</u>	365 UTILITY RELOCATIONS	0.00	0.00	0.00	25,865.60	-25,865.60
Expense Total:		0.00	0.00	0.00	25,865.60	-25,865.60
Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):		0.00	0.00	14,803.64	106,659.33	
Total Surplus (Deficit):		0.00	0.00	14,803.64	106,659.33	



Pharr, TX

Bank Statement Register

INVESTMENTS

Period 10/1/2023 - 10/31/2023

Packet: BRPKT03816

10/2/2023

Bank Statement

General Ledger

Beginning Balance	3,144,891.38	Account Balance	3,159,695.02
Plus Debits	14,803.64	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,159,695.02	Adjusted Account Balance	3,159,695.02

Statement Ending Balance	3,159,695.02
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
10/31/2023	DEP0072187	Deposit	FUND 46 INTEREST	14,803.64
Total Cleared Deposits (1)				14,803.64

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION NOVEMBER 30, 2023**

ASSETS

CURRENT ASSETS	
Cash & cash equivalents	\$ 13,810,747
Cash with fiscal agent-promises	84,657
Cash & cash equivalents-Capital Projects	25,563,979
Investment-Capital Projects nonrestricted	16,535,456
Clearing account vrf	531,727
Accounts Receivable - VR Fees	503,800
Accounts Receivable - Promises	6,831
Prepaid expense	21,374
Prepaid bond insurances	286,863
Total Current Assets	77,345,435
RESTRICTED ASSETS	
Cash & equivalent-Construction 2020A Series	3,174,134
Cash & equivalent-Construction 2022 A&B series	5,077,340
Investments-Construction 2022 A&B Series	69,501,973
Investment-2020 debt service	1,642,427
Investment-debt service 2013 series	1,460,625
Investment-debt service 2022 A&B	6,519,724
Cash & equivalents-debt service reserves 2022 A&B	18,754,219
Investment-2022 liendebt service	423,012
Cash & equivalent-debt service jr lien	183
Total Restricted Assets	106,553,637
CAPITAL ASSETS	
Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	388,932
Office equipment/other	40,946
Right to use-Bldg	437,340
Road-BSIF	3,010,637
Construction in progress	194,421,544
Accumulated depreciation	(336,371)
Accumulated amortization	(207,737)
Total Capital Assets	199,111,330
DEFERRED OUTFLOW OF RESOURCES	
Deferred charges on refunding	2,051,016
Total Deferred Outflows	2,051,016
TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES	\$ 385,061,418
LIABILITIES AND NET POSITION	
CURRENT LIABILITIES	
Accounts payable	\$ 205
Accounts payable-City of Pharr	136,699
Lease Payable	252,571
Unearned Revenue - Overweight Permit Escrow	84,657
Current Portion of Bond Premium 2013	53,043
Current Portion of Bond Premium 2020A	45,256
Current Portion of Bond Premium 2022 A	356,126
Current Portion of Bond Premium 2022 B	132,309
Total Current Liabilities	1,060,866
RESTRICTED LIABILITIES	
Current Portion of Long-Term 2020 Debt	815,000
Current Portion of Long-Term Debt 2013	1,425,000
Total Restricted Liabilities	2,240,000
LONG-TERM LIABILITIES	
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	55,585,000
2022 Series A Bonds Payable	151,690,345
2022 Series B Bonds Payable	63,884,707
Bond premium 2020A	1,210,596
Bond premium 2022A	11,722,473
Bond premium 2022B	4,355,167
Total Long-Term Liabilities	298,278,288
Total Liabilities	301,579,154
NET POSITION	
Investment in Capital Assets, Net of Related Debt	(22,189,229)
Restricted for	
Debt Service	26,560,190
Capital projects	77,753,447
Unrestricted	1,357,856
Total Net Position	83,482,264
TOTAL LIABILITIES AND NET POSITION	\$ 385,061,418



Pharr, TX

Balance Sheet Account Summary As Of 11/30/2023

Account	Name	Balance	
Fund: 41 - HCRMA-GENERAL			
Assets			
41-1-1100-000	GENERAL OPERATING	613,809.57	
41-1-1102-000	POOL INVESTMENTS	5,311,422.44	
41-1-1102-001	INVESTMENT-ROAD MAINT,	1,066,462.12	
41-1-1102-002	INVESTMENT-GENERAL	6,819,052.82	
41-1-1110-002	CLEARING ACCT- 2020 BONDS	531,727.27	
41-1-1113-000	ACCOUNTS RECIEVABLES-VR FEES	503,800.00	
41-1-1113-009	ACCOUNTS RECEIVABLE- PROMILES	6,831.00	
41-1-1113-100	PROMILES-PREPAID/ESCROW OVERWE	84,656.56	
41-1-1601-000	PREPAID EXPENSE	21,374.36	
41-1-1601-001	PREPAID BOND INSURANCE	286,863.24	
41-1-1700-001	DEFERRED CHARGES ON REFUNDING	2,051,015.92	
41-1-1910-001	LAND - RIGHT OF WAY	914,933.99	
41-1-1910-002	LAND - ENVIORNMENTAL	441,105.00	
41-1-1920-004	LEASEHOLD IMPROV.	388,932.22	
41-1-1922-000	ACCUM DEPR - BUILDINGS	-114,163.13	
41-1-1940-001	OFFICE FURNITURE & FIXTURES	32,339.94	
41-1-1940-002	COMPUTER/SOFTWARE	8,606.51	
41-1-1940-003	RIGHT TO USE- BLDG	437,340.00	
41-1-1942-000	ACCUM DEPR - MACH & EQUIP	-19,498.64	
41-1-1942-001	ACCUM AMORT-BLDG	-207,737.00	
41-1-1950-001	ROADS - BSIF	3,010,636.97	
41-1-1952-000	ACCUM DEPR - INFRASTRUCTURE	-202,709.14	
41-1-1960-000	CONSTRUCTION IN PROGRESS	194,421,543.51	
	Total Assets:	216,408,345.53	<u>216,408,345.53</u>
Liability			
41-2-1212-000	ACCOUNTS PAYABLE	205.00	
41-2-1212-001	A/P CITY OF PHARR	136,698.54	
41-2-1212-010	LEASE PAYABLE	252,571.00	
41-2-1213-007	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78	
41-2-1213-008	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88	
41-2-1213-009	CURRENT-UNAMORTIZED PREMIUM	53,043.39	
41-2-1213-010	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92	
41-2-1213-012	BONDS PAYABLE CURRENT- 2020B	815,000.00	
41-2-1213-100	UNEARNED REV.-OVERWEIGHT	84,656.56	
41-2-1214-001	BONDS PAYABLE-CURRENT	1,425,000.00	
41-2-1214-004	UNAMORTIZED PREM- 2020A	1,210,595.86	
41-2-1214-005	LT UNAMORTIZED PREM 2022 A	11,722,473.44	
41-2-1214-006	LT UNAMORTIZED PREM 2022 B	4,355,166.98	
41-2-1214-011	LONG TERM BONDS- 2020A	9,870,000.00	
41-2-1214-012	LONG TERM BONDS- 2020B	55,585,000.00	
41-2-1214-013	LT BOND PAY 2022 A	151,650,344.75	
41-2-1214-014	LT BOND PAY 2022 B	63,884,707.35	
	Total Liability:	301,579,153.45	
Equity			
41-3-3400-000	FUND BALANCE	-88,080,898.08	
	Total Beginning Equity:	-88,080,898.08	



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL						
Revenue						
41-4-1504-000	VEHICLE REGISTRATION FEES	7,400,000.00	7,400,000.00	503,800.00	6,567,850.00	832,150.00
41-4-1505-005	PROMILES-OW/OS PERMIT FEES	1,300,000.00	1,300,000.00	108,432.00	1,203,617.00	96,383.00
41-4-1506-000	INTEREST REVENUE	170,000.00	170,000.00	61,604.68	598,193.83	-428,193.83
	Revenue Total:	8,870,000.00	8,870,000.00	673,836.68	8,369,660.83	500,339.17
Expense						
41-52900-1100-000	SALARIES	612,900.00	612,900.00	43,365.03	504,923.55	107,976.45
41-52900-1104-000	OVERTIME	500.00	500.00	54.09	270.44	229.56
41-52900-1105-000	FICA	52,200.00	52,200.00	2,197.54	28,538.68	23,661.32
41-52900-1106-000	HEALTH INSURANCE	44,550.00	44,550.00	2,529.52	29,375.37	15,174.63
41-52900-1115-000	EMPLOYEES RETIREMENT	51,200.00	51,200.00	4,703.10	52,874.60	-1,674.60
41-52900-1116-000	PHONE ALLOWANCE	6,300.00	6,300.00	392.30	4,413.37	1,886.63
41-52900-1117-000	CAR ALLOWANCE	22,800.00	22,800.00	1,292.30	14,469.15	8,330.85
41-52900-1122-000	EAP- ASSISTANCE PROGRAM	105.00	105.00	0.00	0.00	105.00
41-52900-1178-000	ADMIN FEE	11,700.00	11,700.00	750.00	8,700.00	3,000.00
41-52900-1179-000	CONTINGENCY	61,340.00	61,340.00	0.00	0.00	61,340.00
41-52900-1200-000	OFFICE SUPPLIES	6,000.00	6,000.00	458.08	8,688.34	-2,688.34
41-52900-1603-000	BUILDING REMODEL	20,000.00	20,000.00	0.00	251.00	19,749.00
41-52900-1604-000	MAINTENANCE & REPAIR	10,000.00	10,000.00	0.00	1,440.68	8,559.32
41-52900-1605-000	JANITORIAL	1,000.00	1,000.00	0.00	47.31	952.69
41-52900-1606-000	UTILITIES	2,800.00	2,800.00	239.12	2,396.92	403.08
41-52900-1607-000	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	9,756.17	2,243.83
41-52900-1610-000	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	0.00	20,229.00	-2,229.00
41-52900-1610-001	SUBSCRIPTIONS-SOFTWARE	1,200.00	1,200.00	4.95	847.95	352.05
41-52900-1611-000	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	149.56	2,061.98	438.02
41-52900-1620-000	GENERAL LIABILITY	5,000.00	5,000.00	0.00	0.00	5,000.00
41-52900-1621-000	INSURANCE-E&O	2,000.00	2,000.00	0.00	0.00	2,000.00
41-52900-1622-000	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
41-52900-1623-000	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	458.33	41.67
41-52900-1623-001	INSURANCE-OTHER	3,800.00	3,800.00	0.00	0.00	3,800.00
41-52900-1623-002	INSURANCE- CYBERSECURITY	4,500.00	4,500.00	0.00	0.00	4,500.00
41-52900-1630-000	BUSINESS MEALS	500.00	500.00	0.00	506.83	-6.83
41-52900-1640-000	ADVERTISING	4,000.00	4,000.00	0.00	0.00	4,000.00
41-52900-1650-000	TRAINING	8,000.00	8,000.00	0.00	5,619.00	2,381.00
41-52900-1660-000	TRAVEL	10,000.00	10,000.00	0.00	2,785.53	7,214.47
41-52900-1662-000	PRINTING & PUBLICATIONS	8,000.00	8,000.00	0.00	435.50	7,564.50
41-52900-1703-000	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
41-52900-1705-000	ACCOUNTING FEES	36,000.00	36,000.00	410.00	34,255.00	1,745.00
41-52900-1710-000	LEGAL FEES	65,000.00	65,000.00	3,240.00	15,520.10	49,479.90
41-52900-1710-001	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	110,000.00	10,000.00
41-52900-1712-000	FINANCIAL CONSULTING FEES	6,500.00	6,500.00	7,388.03	24,246.91	-17,746.91
41-52900-1712-001	INSURANCE CONSULTANT	10,000.00	10,000.00	0.00	0.00	10,000.00
41-52900-1715-000	RENT-OFFICE	54,000.00	54,000.00	4,480.00	50,244.22	3,755.78
41-52900-1715-001	RENT-OFFICE EQUIPMENT	8,500.00	8,500.00	591.60	6,507.60	1,992.40
41-52900-1715-002	RENT-OTHER	500.00	500.00	460.00	1,406.78	-906.78
41-52900-1716-000	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	2,000.00	400.00
41-52900-1731-000	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00
41-52900-1732-000	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
41-52900-1850-000	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
41-52900-1899-000	NON-CAPITAL	10,000.00	10,000.00	0.00	3,662.85	6,337.15
41-52900-1999-003	TRANSFER OUT TO DEBT	1,496,250.00	1,496,250.00	209,164.85	1,357,352.35	138,897.65
41-52900-1999-006	TRANS OUT- 2020 DEBT SVC	2,469,854.00	2,469,854.00	360,107.73	2,212,497.99	257,356.01

Income Statement

For Fiscal: 2023 Period Ending: 11/30/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
41-52900-1999-008	0.00	0.00	750.00	750.00	-750.00
41-53000-1100-000	586,000.00	586,000.00	49,878.13	463,660.94	122,339.06
41-53000-1104-000	26,000.00	26,000.00	11,616.61	64,094.78	-38,094.78
41-53000-1105-000	52,800.00	52,800.00	4,718.27	39,819.04	12,980.96
41-53000-1106-000	59,400.00	59,400.00	4,330.41	53,393.91	6,006.09
41-53000-1115-000	51,800.00	51,800.00	7,736.30	63,571.58	-11,771.58
41-53000-1116-000	9,600.00	9,600.00	746.10	13,627.22	-4,027.22
41-53000-1117-000	7,200.00	7,200.00	553.84	6,184.56	1,015.44
41-53000-1122-000	140.00	140.00	0.00	0.00	140.00
41-53000-1178-000	15,600.00	15,600.00	1,275.00	13,725.00	1,875.00
41-53000-1179-000	61,200.00	61,200.00	0.00	0.00	61,200.00
41-53000-1200-000	10,000.00	10,000.00	825.21	2,340.44	7,659.56
41-53000-1201-000	10,000.00	10,000.00	0.00	2,600.27	7,399.73
41-53000-1605-000	500.00	500.00	0.00	0.00	500.00
41-53000-1606-001	750.00	750.00	58.10	581.84	168.16
41-53000-1608-000	6,000.00	6,000.00	0.00	1,621.68	4,378.32
41-53000-1610-000	2,000.00	2,000.00	0.00	1,993.31	6.69
41-53000-1610-001	20,000.00	20,000.00	0.00	21,474.88	-1,474.88
41-53000-1611-000	250.00	250.00	0.00	0.00	250.00
41-53000-1640-000	4,000.00	4,000.00	0.00	1,011.59	2,988.41
41-53000-1650-000	12,500.00	12,500.00	0.00	3,425.00	9,075.00
41-53000-1660-000	20,000.00	20,000.00	300.01	9,026.90	10,973.10
41-53000-1662-000	100.00	100.00	0.00	0.00	100.00
41-53000-1715-001	2,400.00	2,400.00	219.46	2,194.60	205.40
41-53000-1715-002	1,000.00	1,000.00	0.00	0.00	1,000.00
41-53000-1715-010	72,000.00	72,000.00	5,497.71	60,424.06	11,575.94
41-53000-1715-011	5,000.00	5,000.00	0.00	0.00	5,000.00
41-53000-1715-012	3,000.00	3,000.00	99.95	1,120.91	1,879.09
41-53000-1715-013	25,000.00	25,000.00	0.00	9,330.55	15,669.45
41-53000-1850-000	62,500.00	62,500.00	0.00	0.00	62,500.00
41-53000-1899-000	27,000.00	27,000.00	4,221.46	7,623.46	19,376.54
41-54000-1100-000	431,000.00	431,000.00	0.00	6,779.38	424,220.62
41-54000-1105-000	38,300.00	38,300.00	0.00	518.63	37,781.37
41-54000-1106-000	29,700.00	29,700.00	0.00	0.00	29,700.00
41-54000-1115-000	37,600.00	37,600.00	0.00	0.00	37,600.00
41-54000-1116-000	4,800.00	4,800.00	0.00	0.00	4,800.00
41-54000-1117-000	21,600.00	21,600.00	0.00	0.00	21,600.00
41-54000-1122-000	70.00	70.00	0.00	0.00	70.00
41-54000-1178-000	7,800.00	7,800.00	0.00	750.00	7,050.00
41-54000-1179-000	43,200.00	43,200.00	0.00	0.00	43,200.00
41-54000-1200-000	1,000.00	1,000.00	0.00	0.00	1,000.00
41-54000-1610-000	2,500.00	2,500.00	0.00	965.35	1,534.65
41-54000-1610-001	73,000.00	73,000.00	0.00	84,787.23	-11,787.23
41-54000-1611-000	100.00	100.00	0.00	0.00	100.00
41-54000-1640-000	2,500.00	2,500.00	0.00	2,416.10	83.90
41-54000-1650-000	3,000.00	3,000.00	0.00	0.00	3,000.00
41-54000-1660-000	2,000.00	2,000.00	0.00	0.00	2,000.00
41-54000-1850-000	20,000.00	20,000.00	0.00	0.00	20,000.00
41-58000-1604-001	3,000.00	3,000.00	465.00	2,325.00	675.00
41-58000-1606-002	1,000.00	1,000.00	64.35	648.96	351.04
Expense Total:	7,149,809.00	7,149,809.00	746,383.71	5,459,570.67	1,690,238.33
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	1,720,191.00	1,720,191.00	-72,547.03	2,910,090.16	
Total Surplus (Deficit):	1,720,191.00	1,720,191.00	-72,547.03	2,910,090.16	



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03820

01/3/2024

Bank Statement

General Ledger

Beginning Balance	681,237.71	Account Balance	613,809.57
Plus Debits	108,432.00	Less Outstanding Debits	0.00
Less Credits	162,240.34	Plus Outstanding Credits	13,619.80
Adjustments	0.00	Adjustments	0.00
Ending Balance	627,429.37	Adjusted Account Balance	627,429.37

Statement Ending Balance	627,429.37
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>DEP0072444</u>	Deposit	FUND 41 HCRMA	108,432.00
Total Cleared Deposits (1)				108,432.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
10/25/2023	<u>2762</u>	Check	A FAST DELIVERY	-147.00
10/25/2023	<u>2763</u>	Check	IBTTA	-2,500.00
10/25/2023	<u>2764</u>	Check	OFFICE DEPOT	-473.06
10/25/2023	<u>2765</u>	Check	RIO GRANDE VALLEY COMMUNICATIONS G	-1,344.00
Total Cleared Checks (4)				-4,464.06

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/02/2023	<u>DFT0010319</u>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-465.00
11/04/2023	<u>DFT0010318</u>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
11/06/2023	<u>DFT0010315</u>	Bank Draft	CITY OF PHARR	-850.00
11/06/2023	<u>DFT0010320</u>	Bank Draft	PENA DESIGNS	-200.00
11/09/2023	<u>DFT0010310</u>	Bank Draft	CITY OF PHARR	-122,693.49
11/09/2023	<u>DFT0010311</u>	Bank Draft	CITY OF PHARR	-205.00
11/09/2023	<u>DFT0010314</u>	Bank Draft	CITY OF PHARR	-7,380.00
11/13/2023	<u>DFT0010313</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-1,280.00
11/14/2023	<u>DFT0010316</u>	Bank Draft	CITY OF PHARR	-5,497.71

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>DFT0010312</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-1,960.00
11/30/2023	<u>DFT0010317</u>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
11/30/2023	<u>DFT0010321</u>	Bank Draft	RAMON NAVARRO	-157.27
11/30/2023	<u>EFT0003846</u>	EFT	TO RECORD CC SERVICES FOR M. ALANIZ	-647.07
11/30/2023	<u>EFT0003847</u>	EFT	TO RECORD CC SERVICES FOR CELIA GAO	-55.00
11/30/2023	<u>EFT0003848</u>	EFT	TO RECORD CC SERVICES FOR IVONNE RC	-1,405.74
11/30/2023	<u>EFT0003849</u>	EFT	FUND 41 HCRMA	-500.00
Total Cleared Other (16)				-157,776.28

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>2768</u>	Check	A FAST DELIVERY	-141.00
11/30/2023	<u>2769</u>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-95.50
11/30/2023	<u>2770</u>	Check	HILLTOP SECURITIES INC.	-7,388.03
11/30/2023	<u>2771</u>	Check	OFFICE DEPOT	-212.75
11/30/2023	<u>2772</u>	Check	SOUTHERN COMPUTER WAREHOUSE	-4,221.46
11/30/2023	<u>2773</u>	Check	WILMINGTON TRUST FEE COLLECTIONS	-750.00
11/30/2023	<u>2774</u>	Check	XEROX CORPORATION	-811.06
Total Outstanding Checks (7)				-13,619.80



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03821

01/3/24

Bank Statement

General Ledger

Beginning Balance	5,287,261.10
Plus Debits	24,161.34
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,311,422.44

Account Balance	5,311,422.44
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,311,422.44

Statement Ending Balance	5,311,422.44
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072445	Deposit	FUND 41 INTEREST ENTRIES	24,161.34
Total Cleared Deposits (1)				24,161.34



Pharr, TX

Bank Statement Register

RMA LOGIC ROAD MAINT

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03822

11/15/24

Bank Statement

General Ledger

Beginning Balance	1,061,610.84
Plus Debits	4,851.28
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,066,462.12

Account Balance	1,066,462.12
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,066,462.12

Statement Ending Balance	1,066,462.12
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-001 INVESTMENT-ROAD MAINT,

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072446	Deposit	FUND 41 INTEREST ENTRIES	4,851.28
Total Cleared Deposits (1)				4,851.28



Pharr, TX

Bank Statement Register

INVESTMENT-GENERAL

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03823

11/30/24

Bank Statement

General Ledger

Beginning Balance	6,788,033.36	Account Balance	6,819,052.82
Plus Debits	31,019.46	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,819,052.82	Adjusted Account Balance	6,819,052.82

Statement Ending Balance	6,819,052.82
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072447	Deposit	FUND 41 INTEREST ENTRIES	31,019.46
Total Cleared Deposits (1)				31,019.46



Pharr, TX

Balance Sheet

Account Summary

As Of 11/30/2023

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
<u>42-1-1102-002</u>	INVESTMENTS D/S 2022 A SERIES	6,087,827.48
<u>42-1-1102-003</u>	INVESTMENTS D/S2022 B SERIES	431,896.76
<u>42-1-1102-010</u>	INVESTMENTS RESERVE D/S 2022 A SERIE	12,924,978.83
<u>42-1-1102-011</u>	INVESTMENTS RESERVE D/S 2022 B SERIE	5,829,240.24
<u>42-1-1102-012</u>	INVESTMENT JR LIEN REV BDS 2022B	423,011.56
<u>42-1-4105-000</u>	WILMINGTON-DEBT SERVICE	1,460,625.00
<u>42-1-4105-001</u>	DEBT SVC - JR LIEN	183.21
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	1,642,426.85
	Total Assets:	<u>28,800,189.93</u>
		<u>28,800,189.93</u>
Liability		
	Total Liability:	<u>0.00</u>
Equity		
<u>42-3-4400-000</u>	FUND BALANCE	26,978,181.42
	Total Beginning Equity:	<u>26,978,181.42</u>
Total Revenue		4,762,591.92
Total Expense		2,940,583.41
Revenues Over/Under Expenses		<u>1,822,008.51</u>
	Total Equity and Current Surplus (Deficit):	<u>28,800,189.93</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>28,800,189.93</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
42 4 1506 000	INTEREST INCOME	0.00	0.00	10,683.02	42,025.23	-42,025.23
42 4 1506 001	INTEREST INCOME-JR LIEN	0.00	0.00	0.00	6.90	-6.90
42 4 1506 002	INTEREST 2020 SERIES	0.00	0.00	0.00	-5,005.35	5,005.35
42 4 1506 003	INTEREST 2022 A SERIES	0.00	0.00	25,663.98	271,214.98	-271,214.98
42 4 1506 004	INTEREST 2022 B SERIES	0.00	0.00	3,604.00	44,672.73	-44,672.73
42 4 1506 010	INTEREST RESERVE 2022 A SERIES	0.00	0.00	58,794.97	596,708.18	-596,708.18
42 4 1506 011	INTEREST RESERVE 2022 B SERIES	0.00	0.00	26,516.87	269,118.91	-269,118.91
42 4 1999 000	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	569,272.58	3,543,850.34	-3,543,850.34
	Revenue Total:	0.00	0.00	694,535.42	4,762,591.92	-4,762,591.92
Expense						
42 52900 4703 001	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	29,687.50	-29,687.50
42 52900 4703 005	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	689,522.37	-689,522.37
42 52900 4703 006	INTEREST EXPENSE- 2022 A BOND	0.00	0.00	0.00	1,551,819.58	-1,551,819.58
42 52900 4703 007	INTEREST EXPENSE- 2022 B BONDS	0.00	0.00	0.00	665,658.12	-665,658.12
42 52900 4727 000	FEES	0.00	0.00	0.00	3,895.84	-3,895.84
	Expense Total:	0.00	0.00	0.00	2,940,583.41	-2,940,583.41
	Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):	0.00	0.00	694,535.42	1,822,008.51	
	Total Surplus (Deficit):	0.00	0.00	694,535.42	1,822,008.51	



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03825

01/3/24

Bank Statement

General Ledger

Beginning Balance	6,062,163.50	Account Balance	6,087,827.48
Plus Debits	25,663.98	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,087,827.48	Adjusted Account Balance	6,087,827.48

Statement Ending Balance	6,087,827.48
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002 INVESTMENTS D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072452	Deposit	FUND 42 INTEREST HCRMA	25,663.98
Total Cleared Deposits (1)				25,663.98



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03826

11/3/24

Bank Statement

General Ledger

Beginning Balance	430,076.04
Plus Debits	1,820.72
Less Credits	0.00
Adjustments	0.00
Ending Balance	431,896.76

Account Balance	431,896.76
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	431,896.76

Statement Ending Balance	431,896.76
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-003 INVESTMENTS D/S2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>DEP0072453</u>	Deposit	FUND 42 INTEREST HCRMA	1,820.72
Total Cleared Deposits (1)				1,820.72



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03827

01/16/24

Bank Statement

General Ledger

Beginning Balance	12,866,183.86
Plus Debits	58,794.97
Less Credits	0.00
Adjustments	0.00
Ending Balance	12,924,978.83

Account Balance	12,924,978.83
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	12,924,978.83

Statement Ending Balance	12,924,978.83
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-010 INVESTMENTS RESERVE D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>DEP0072454</u>	Deposit	FUND 42 INTEREST HCRMA	58,794.97
Total Cleared Deposits (1)				58,794.97



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03828

01/3/24

Bank Statement

General Ledger

Beginning Balance	5,802,723.37
Plus Debits	26,516.87
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,829,240.24

Account Balance	5,829,240.24
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,829,240.24

Statement Ending Balance	5,829,240.24
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011 INVESTMENTS RESERVE D/S 2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>DEP0072455</u>	Deposit	FUND 42 INTEREST HCRMA	26,516.87
Total Cleared Deposits (1)				26,516.87



Pharr, TX

Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03829

01/3/24

Bank Statement

General Ledger

Beginning Balance	421,228.28
Plus Debits	1,783.28
Less Credits	0.00
Adjustments	0.00
Ending Balance	423,011.56

Account Balance	423,011.56
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	423,011.56

Statement Ending Balance	423,011.56
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-012 INVESTMENT JR LIEN REV BDS 2022B

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072456	Deposit	FUND 42 INTEREST HCRMA	1,783.28
Total Cleared Deposits (1)				1,783.28



Pharr, TX

Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03830

11/13/24

Bank Statement

General Ledger

Beginning Balance	1,246,183.74
Plus Debits	214,441.26
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,460,625.00

Account Balance	1,460,625.00
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,460,625.00

Statement Ending Balance	1,460,625.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>DEP0072457</u>	Deposit	FUND 42 INTEREST HCRMA	214,441.26
Total Cleared Deposits (1)				214,441.26



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03831

01/31/24

Bank Statement

General Ledger

Beginning Balance	1,276,912.51
Plus Debits	365,514.34
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,642,426.85

Account Balance	1,642,426.85
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,642,426.85

Statement Ending Balance	1,642,426.85
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072458	Deposit	FUND 42 INTEREST HCRMA	365,514.34
Total Cleared Deposits (1)				365,514.34



Pharr, TX

Balance Sheet

Account Summary

As Of 11/30/2023

Account	Name	Balance	
Fund: 44 - HCRMA-365 CONSTRUCTION			
Assets			
44 1 1102 000	POOL INVESTMENTS	720,775.51	
44 1 1102 001	INVESTMENTS - 2022 A SERIES	73,858,535.35	
44 1 1102 002	INVESTMENTS - 2022 B SERIES	2.39	
	Total Assets:	74,579,313.25	<u>74,579,313.25</u>
Liability			
44 2 1212 000	ACCOUNTS PAYABLE	723,614.31	
	Total Liability:	723,614.31	
Equity			
44 3 1400 000	FUND BALANCE	111,906,864.91	
	Total Beginning Equity:	111,906,864.91	
	Total Revenue	3,257,037.99	
	Total Expense	41,308,203.96	
	Revenues Over/Under Expenses	-38,051,165.97	
	Total Equity and Current Surplus (Deficit):	73,855,698.94	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>74,579,313.25</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 44 - HCRMA-365 CONSTRUCTION						
Revenue						
44-4-1506-000	INTEREST REVENUE	204,000.00	204,000.00	447,256.00	3,257,037.99	-3,053,037.99
44-4-4700-000	FEDERAL GRANT	104,753,862.00	104,753,862.00	0.00	0.00	104,753,862.00
	Revenue Total:	104,957,862.00	104,957,862.00	447,256.00	3,257,037.99	101,700,824.01
Expense						
44-52900-8800-000	CONSULTING AND ENGINEERING	1,500,000.00	1,500,000.00	357,423.46	1,979,705.00	-479,705.00
44-52900-8810-000	SH 365-ENVIRONMENTAL	100,000.00	100,000.00	1,000.26	23,303.71	76,696.29
44-52900-8810-003	SH365-ROW	1,600,000.00	1,600,000.00	15,884.00	60,370.50	1,539,629.50
44-52900-8841-000	PROFESSIONAL SERVICES	150,000.00	150,000.00	21,667.50	162,428.00	-12,428.00
44-52900-8842-000	ACQUISITIONS ROAD	0.00	0.00	0.00	27,300.00	-27,300.00
44-52900-8844-000	365 PROJECT CONSTRUCTION A-FEDERAL	120,000,000.00	120,000,000.00	6,172,155.46	28,927,825.88	91,072,174.12
44-52900-8844-001	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	0.00	1,788,729.50	-1,788,729.50
44-52900-8850-000	365 PROJECT CONSTRUCTION B-FEDERAL	0.00	0.00	0.00	6,956,993.59	-6,956,993.59
44-52900-8850-001	365 PROJECT CONSTRUCTION B-LOCAL	0.00	0.00	2,838.80	16,568.73	-16,568.73
44-52900-8860-000	365 TOLLWAY SYSTEM	0.00	0.00	324,800.29	1,364,979.05	-1,364,979.05
	Expense Total:	123,350,000.00	123,350,000.00	6,895,769.77	41,308,203.96	82,041,796.04
Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):		-18,392,138.00	-18,392,138.00	-6,448,513.77	-38,051,165.97	
Total Surplus (Deficit):		-18,392,138.00	-18,392,138.00	-6,448,513.77	-38,051,165.97	



Pharr, TX

Bank Statement Register

INVESTMENTS - 2022 A SERIES

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03832

01/3/24

Bank Statement

General Ledger

Beginning Balance	80,304,210.32	Account Balance	73,855,696.55
Plus Debits	447,256.00	Less Outstanding Debits	0.00
Less Credits	6,172,155.46	Plus Outstanding Credits	723,614.31
Adjustments	0.00	Adjustments	0.00
Ending Balance	74,579,310.86	Adjusted Account Balance	74,579,310.86

Statement Ending Balance	74,579,310.86
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001 INVESTMENTS - 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072501	Deposit	FUND 42 INTEREST HCRMA	341,034.50
11/30/2023	DEP0072502	Deposit	FUND 42 INTEREST HCRMA	83,125.00
11/30/2023	DEP0072614	Deposit	TO RECORD FUND 44 INTEREST	23,096.50
Total Cleared Deposits (3)				447,256.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/30/2023	EFT0003874	EFT	TO RECORD CASH DISBURSEMENT FOR FU	-6,172,155.46
Total Cleared Other (1)				-6,172,155.46

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
11/30/2023	EFT0003853	EFT	TO RECORD TXDOT CHECK TO BE ISSUED	-2,838.80
11/30/2023	EFT0003854	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-141,795.72
11/30/2023	EFT0003855	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-1,895.15
11/30/2023	EFT0003856	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-3,150.00
11/30/2023	EFT0003857	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-3,337.50
11/30/2023	EFT0003858	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-50,018.17
11/30/2023	EFT0003859	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-20,044.87
11/30/2023	EFT0003860	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-25,576.57
11/30/2023	EFT0003861	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-44,156.93
11/30/2023	EFT0003862	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-13,559.00

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
11/30/2023	<u>EFT0003863</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-74,268.00
11/30/2023	<u>EFT0003864</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-168,705.30
11/30/2023	<u>EFT0003865</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-47,026.47
11/30/2023	<u>EFT0003866</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-43,147.23
11/30/2023	<u>EFT0003867</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-33,164.85
11/30/2023	<u>EFT0003868</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-193.63
11/30/2023	<u>EFT0003869</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-7,040.00
11/30/2023	<u>EFT0003870</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-8,140.00
11/30/2023	<u>EFT0003871</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-32,230.86
11/30/2023	<u>EFT0003872</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-2,325.00
11/30/2023	<u>EFT0003873</u>	EFT	TO RECLASS ACTIVITY TO CORRECT ACCO	-1,000.26
Total Outstanding Other (21)				-723,614.31



Pharr, TX

Balance Sheet

Account Summary

As Of 11/30/2023

Account	Name	Balance	
Fund: 45 - HCRMA - CAP.PROJECTS FUND			
Assets			
<u>45-1-1102-000</u>	Pool Investment	62,099,434.80	
<u>45-1-1201-000</u>	A/R OTHER	0.30	
	Total Assets:	<u>62,099,435.10</u>	<u>62,099,435.10</u>
Liability			
<u>45-2-1212-000</u>	Accounts Payable	4,057.30	
	Total Liability:	<u>4,057.30</u>	
Equity			
<u>45-3-1400-000</u>	Fund Balance	36,765,621.39	
	Total Beginning Equity:	<u>36,765,621.39</u>	
	Total Revenue	25,500,464.54	
	Total Expense	<u>170,708.13</u>	
	Revenues Over/Under Expenses	<u>25,329,756.41</u>	
	Total Equity and Current Surplus (Deficit):	<u>62,095,377.80</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>62,099,435.10</u></u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
45-4-1506-000	Interest Revenue	0.00	0.00	234,031.25	1,835,142.83	-1,835,142.83
45-4-4664-000	MISCELLANEOUS	0.00	0.00	0.00	5,119.00	-5,119.00
45-4-4700-000	Federal Grant	0.00	0.00	7,024,540.94	23,580,202.71	-23,580,202.71
45-4-4710-000	CITY CONTRIBUTIONS	0.00	0.00	0.00	80,000.00	-80,000.00
	Revenue Total:	0.00	0.00	7,258,572.19	25,500,464.54	-25,500,464.54
Expense						
45-52900-8800-000	Consulting & Engineering	0.00	0.00	1,000.00	106,179.28	-106,179.28
45-52900-8810-003	365 RIGHT OF WAY	0.00	0.00	0.00	9,248.00	-9,248.00
45-52900-8820-000	IBTC - Enviornmental	0.00	0.00	0.00	3,367.69	-3,367.69
45-52900-8820-003	IBTC - ROW	0.00	0.00	1,450.00	7,250.00	-7,250.00
45-52900-8841-000	LEGAL FEES	0.00	0.00	1,607.00	13,590.20	-13,590.20
45-52900-8842-000	ACQUISITIONS	0.00	0.00	0.00	31,072.96	-31,072.96
	Expense Total:	0.00	0.00	4,057.00	170,708.13	-170,708.13
	Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):	0.00	0.00	7,254,515.19	25,329,756.41	
	Total Surplus (Deficit):	0.00	0.00	7,254,515.19	25,329,756.41	



Pharr, TX

Bank Statement Register

Pool Investment

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03833

Bank Statement

General Ledger

Beginning Balance	54,840,862.61
Plus Debits	7,258,572.19
Less Credits	0.00
Adjustments	0.00
Ending Balance	62,099,434.80

Account Balance	62,095,377.80
Less Outstanding Debits	0.00
Plus Outstanding Credits	4,057.00
Adjustments	0.00
Adjusted Account Balance	62,099,434.80

01/3/24

Statement Ending Balance	62,099,434.80
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072503	Deposit	FUND 45 INTEREST	7,142,283.13
11/30/2023	DEP0072504	Deposit	FUND 45 INTEREST	116,289.06
			Total Cleared Deposits (2)	7,258,572.19

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
11/02/2023	DFT0010349	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-600.00
11/02/2023	DFT0010351	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-850.00
11/03/2023	DFT0010348	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-1,327.00
11/10/2023	DFT0010347	Bank Draft	HDR	-1,000.00
11/30/2023	DFT0010350	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-280.00
			Total Outstanding Other (5)	-4,057.00



Pharr, TX

Balance Sheet

Account Summary

As Of 11/30/2023

Account	Name	Balance
Fund: 46 - HCRMA- VRF SERIES 2020A		
Assets		
46-1-1102-000	INVESTMENTS	3,174,133.99
	Total Assets:	<u>3,174,133.99</u>
Liability		
	Total Liability:	<u>0.00</u>
Equity		
46-3-3400-000	FUND BALANCE	3,053,035.69
	Total Beginning Equity:	<u>3,053,035.69</u>
Total Revenue		146,963.90
Total Expense		<u>25,865.60</u>
Revenues Over/Under Expenses		<u>121,098.30</u>
	Total Equity and Current Surplus (Deficit):	<u>3,174,133.99</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>3,174,133.99</u></u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A						
Revenue						
46-4-1506-000	INTEREST REVENUE	0.00	0.00	14,438.97	146,963.90	-146,963.90
	Revenue Total:	0.00	0.00	14,438.97	146,963.90	-146,963.90
Expense						
46-52900-8810-004	365 UTILITY RELOCATIONS	0.00	0.00	0.00	25,865.60	-25,865.60
	Expense Total:	0.00	0.00	0.00	25,865.60	-25,865.60
	Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):	0.00	0.00	14,438.97	121,098.30	
	Total Surplus (Deficit):	0.00	0.00	14,438.97	121,098.30	



Pharr, TX

Bank Statement Register

INVESTMENTS

Period 11/1/2023 - 11/30/2023

Packet: BRPKT03834

01/3/24

Bank Statement

General Ledger

Beginning Balance	3,159,695.02
Plus Debits	14,438.97
Less Credits	0.00
Adjustments	0.00
Ending Balance	3,174,133.99

Account Balance	3,174,133.99
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	3,174,133.99

Statement Ending Balance	3,174,133.99
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2023	DEP0072514	Deposit	FUND 46 INTEREST	14,438.97
Total Cleared Deposits (1)				14,438.97

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Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2023.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of the quarterly investment reports for the period ending December 31, 2023.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Motion to approve the Quarterly Investment Report for the period ending December 31, 2023, as presented**

6. Planning Committee's Recommendation: Approved Disapproved X None

7. Board Attorney's Recommendation: Approved Disapproved X None

8. Chief Auditor's Recommendation: Approved Disapproved X None

9. Chief Financial Officer's Recommendation: X Approved Disapproved None

10. Chief Development Engineer's Recommendation: Approved Disapproved X None

11. Chief Construction Engineer's Recommendation: Approved Disapproved X None

12. Executive Director's Recommendation: X Approved Disapproved None



Board of Directors

S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Ángel, Director
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

January 11, 2024

To: S. David Deanda, Chairman
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer

RE: Quarterly Investment Report for Quarter Ending December 31, 2023/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter investment disbursements totaled \$25,660,042, which consisted of project activities in the amount of \$20,169,866 and debt services payments for principal--\$2,240,000 and interest--\$3,250,176 for a combined total of \$5,490,176. Included in the debt service payments was defeasement of the bond series 2013. Other sources included: internal transfers-in totaling \$2,050,382; contributions: (TxDOT Grant)--\$15,318,429; and interest earned was \$2,233,472.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officer, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the Hidalgo County Regional Mobility Authority's (RMA) adopted investment policy. The RMA follows all provisions of the Public Investment Act and the RMA's investment policy.

Presented by RMA Investment Officer:

Pilar Rodriguez, Investment Officer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
QUARTERLY INVESTMENT SUMMARY REPORT
Quarter Ending December 31, 2023

	<u>Local Govt. Investment Pool</u>	<u>Government Securities</u>	<u>Total</u>
COST			
Beginning Balance	\$ 12,505,581	\$ 166,316,291	\$ 178,821,872
Additions:			
Interfund Transfers-in	1,150,000	900,382	2,050,382
Restated	(6,186,271)	6,186,271	-
Contributions	-	15,318,429	15,318,429
Investment earnings-LOGIC	91,052	845,073	936,125
Investment earnings-Wilmington Trust	-	1,388,399	1,388,399
Deductions:			
Disbursements-Debt Service	-	(5,490,176)	(5,490,176)
Construction and related expenses	-	(20,169,866)	(20,169,866)
Ending Balance	<u>\$ 7,560,362</u>	<u>\$ 165,294,803</u>	<u>\$ 172,855,165</u>
MARKET VALUE			
Beginning Balance	<u>\$ 6,316,581</u>	<u>\$ 173,508,060</u>	<u>\$ 179,824,641</u>
Ending Balance	<u>\$ 7,562,283</u>	<u>\$ 166,316,766</u>	<u>\$ 173,879,049</u>

*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

Weighted Average Maturity- Logic/Gov. Sec.	50	30
Logic/Gov Sec. Weighted Average Yield	5.55%	5.20%

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
Quarter Ending December 31, 2023

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Interfund		Disbursements	Ending Cost	Market Value
				Transfers/Contributions	Contributions			
Local Govt. Investment Pool:								
Debt Service Jr. Lien: #7731494002	\$ 184	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 186	186
Contingency: #2731494001	5,262,490	-	76,206	1,150,000	-	-	6,488,696	6,490,344
Road Maintenance: #2731494002	1,056,637	-	14,844	-	-	-	1,071,481	1,071,753
Total Local Govt. Investment Pool	\$ 6,319,310	\$ -	\$ 91,052	\$ 1,150,000	\$ -	\$ -	\$ 7,560,362	\$ 7,562,283
Government Securities: (Federated Govt Obligations):								
Project Account: #1432555-000	\$ 3,144,892	\$ -	\$ 44,180	\$ -	\$ -	\$ -	\$ 3,189,072	3,189,882
Disbursement Account: #106912-006 & #7731494008	49,134,758	348,296	355,823	15,318,429	(19,977)	-	65,137,329	65,180,774
Debt Service Fund 2020: #143255-001	1,272,394	15,643	-	691,217	(1,642,426)	-	336,828	337,032
Debt Service Fund: #106912-001	1,241,528	15,337	-	209,165	(1,460,625)	-	5,405	5,425
Debt Service Account Sr. Rev Bonds #154037-000	-	700	-	1,647,950	(1,647,950)	-	700	1,649
Debt Service Account #154037-001	6,038,039	74,819	-	(1,647,950)	-	-	4,464,908	4,483,865
DSRF Account #154037-002 & #7731494006	12,805,904	-	179,902	-	-	-	12,985,806	12,989,105
Debt Service Account #154038-001	428,404	5,269	-	(316,163)	-	-	117,510	118,007
DSRF Account #154038-002 & #7731494005	5,775,536	-	81,138	-	-	-	5,856,674	5,858,161
Project Account #154037-006 & #7731494009	85,485,330	923,129	89,116	-	(20,149,889)	-	66,347,686	67,298,232
Project Account #154038-003 & #7731494010	2	-	-	-	-	-	2	2
Debt Service Account #154038-000	419,544	5,206	-	316,163	(739,175)	-	1,738	1,746
General FD #154037-003 & #7731494007	6,756,231	-	94,914	-	-	-	6,851,145	6,852,886
Total Government Securities	\$ 172,502,562	\$ 1,388,399	\$ 845,073	\$ 16,218,811	\$ (25,660,042)	\$ (25,660,042)	\$ 165,294,803	\$ 166,316,766
Combined Totals	\$ 178,821,872	\$ 1,388,399	\$ 936,125	\$ 17,368,811	\$ (25,660,042)	\$ (25,660,042)	\$ 172,855,165	\$ 173,879,049

*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

**Wilmington Trust Investments Detail Activity
Quarter Ending December 31, 2023**

HIDALGO CO RMA DEBT SERVICE FD #106912-001

Debt Svc.:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	1,241,528	4,656	-	-	-	-	1,246,184
November	1,246,184	5,276	-	-	209,165	-	1,460,625
December	1,460,625	5,405	-	-	-	(1,460,625)	5,405
		<u>15,337</u>	<u>-</u>	<u>-</u>	<u>209,165</u>	<u>(1,460,625)</u>	

HIDALGO CO RMA 2020 DS FUND #143255-001

Debt Svc.:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	1,272,394	4,519	-	-	-	-	1,276,913
November	1,276,913	5,406	-	-	360,108	-	1,642,427
December	1,642,427	5,718	-	-	331,109	(1,642,426)	336,828
		<u>15,643</u>	<u>-</u>	<u>-</u>	<u>691,217</u>	<u>(1,642,426)</u>	

CONTINGENCY ACCOUNT-LOGIC #2731494001

Debt Svc-SIB:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	5,262,490	-	24,771	-	-	-	5,287,261
November	5,287,261	-	24,161	-	-	-	5,311,422
December	5,311,422	-	27,274	-	1,150,000	-	6,488,696
		<u>-</u>	<u>76,206</u>	<u>-</u>	<u>1,150,000</u>	<u>-</u>	

DEBT SERVICE ACCOUNT-LOGIC #7731494002

Debt Svc-SIB:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	184	-	1	-	-	-	185
November	185	-	-	-	-	-	185
December	185	-	1	-	-	-	186
		<u>-</u>	<u>2</u>	<u>-</u>	<u>-</u>	<u>-</u>	

ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002

Debt Svc-SIB:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	1,056,637	-	4,974	-	-	-	1,061,611
November	1,061,611	-	4,851	-	-	-	1,066,462
December	1,066,462	-	5,019	-	-	-	1,071,481
		<u>-</u>	<u>14,844</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HIDALGO CO RMA 2020 A&B #143255-000 & LOGIC #7731494004

Project:	Opening balance:	Income				Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers		
October	3,144,892	-	14,803	-	-	-	3,159,695
November	3,159,695	-	14,439	-	-	-	3,174,134
December	3,174,134	-	14,938	-	-	-	3,189,072
		<u>- *</u>	<u>44,180</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HIDALGO CO RMA DISBURSEMENT ACCT #106912-006 & LOGIC #7731494008

Disbursement:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	49,134,758	95,703	119,226	5,507,095	-	-	(15,920)	54,840,862
November	54,840,862	117,743	116,289	7,024,541	-	-	-	62,099,435
December	62,099,435	134,850	120,308	2,786,793	-	-	(4,057)	65,137,329
		<u>348,296</u> *	<u>355,823</u>	<u>15,318,429</u>	<u>-</u>	<u>-</u>	<u>(19,977)</u>	

HCRMA SR LIEN 2022A REV BDS ACCT. #154037-000

DS Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	700	-	-	1,647,950	-	(1,647,950)	700
		<u>700</u>	<u>-</u>	<u>-</u>	<u>1,647,950</u>	<u>-</u>	<u>(1,647,950)</u>	

HCRMA SR LIEN 2022A DS ACCT. #154037-001

DS Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	6,038,039	24,124	-	-	-	-	-	6,062,163
November	6,062,163	25,664	-	-	-	-	-	6,087,827
December	6,087,827	25,031	-	-	(1,647,950)	-	-	4,464,908
		<u>74,819</u>	<u>-</u>	<u>-</u>	<u>(1,647,950)</u>	<u>-</u>	<u>-</u>	

HCRMA SR LIEN 2022A DSRF #154037-002 & LOGIC #7731494006

DSRF Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	12,805,904	-	60,280	-	-	-	-	12,866,184
November	12,866,184	-	58,795	-	-	-	-	12,924,979
December	12,924,979	-	60,827	-	-	-	-	12,985,806
		<u>-</u> *	<u>179,902</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN 2022B DS ACCT #154038-001

DS Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	428,404	1,672	-	-	-	-	-	430,076
November	430,076	1,821	-	-	-	-	-	431,897
December	431,897	1,776	-	-	(316,163)	-	-	117,510
		<u>5,269</u>	<u>-</u>	<u>-</u>	<u>(316,163)</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN 2022B DSRF #154038-002 & LOGIC #7731494005

DSRF Account:	Opening balance:	Income		Contributions	Interfund		Disbursements	Ending Balance
		Wilmington Interest	LOGIC Interest		Transfers			
October	5,775,536	-	27,187	-	-	-	-	5,802,723
November	5,802,723	-	26,517	-	-	-	-	5,829,240
December	5,829,240	-	27,434	-	-	-	-	5,856,674
		<u>-</u> *	<u>81,138</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA SR LIEN 2022A PROJECT FD #154037-006 & LOGIC #7731494009

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	85,485,330	198,106	42,126	-	-	(5,421,352)	80,304,210
November	80,304,210	424,160	23,096	-	-	(6,172,155)	74,579,311
December	74,579,311	300,863	23,894	-	-	(8,556,382)	66,347,686
		<u>923,129</u> *	<u>89,116</u>	<u>-</u>	<u>-</u>	<u>(20,149,889)</u>	

HCRMA JR LIEN 2022B PROJECT FD #154038-003 & LOGIC #7731494010

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	2	-	-	-	-	-	2
November	2	-	-	-	-	-	2
December	2	-	-	-	-	-	2
		<u>-</u> *	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN REV BDS 2022B #154038-000

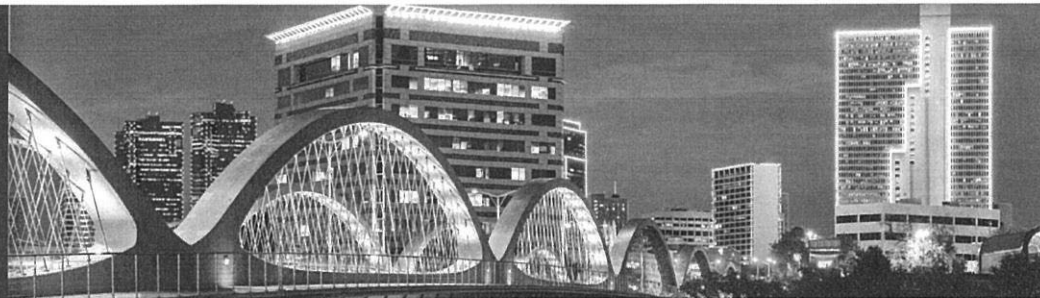
Rev Bds 2022B	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	419,544	1,684	-	-	-	-	421,228
November	421,228	1,783	-	-	-	-	423,011
December	423,011	1,739	-	-	316,163	(739,175)	1,738
		<u>5,206</u>	<u>-</u>	<u>-</u>	<u>316,163</u>	<u>(739,175)</u>	

HCRMA SR LIEN 2022A GENERAL FD #154037-003 & LOGIC #7731494007

General FD Account	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
October	6,756,231	-	31,802	-	-	-	6,788,033
November	6,788,033	-	31,020	-	-	-	6,819,053
December	6,819,053	-	32,092	-	-	-	6,851,145
		<u>-</u> *	<u>94,914</u>	<u>-</u>	<u>-</u>	<u>-</u>	

*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

★
LOGIC
 MONTHLY
 NEWSLETTER
 DECEMBER
 2023



PERFORMANCE

As of December 31, 2023

Current Invested Balance	\$ 11,458,079,921.27
Weighted Average Maturity (1)	50 Days
Weighted Average Life (2)	70 Days
Net Asset Value	1.000254
Total Number of Participants	688
Management Fee on Invested Balance	0.0975%*
Interest Distributed	\$ 52,096,469.54
Management Fee Collected	\$ 900,801.58
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

December Averages

Average Invested Balance	\$ 10,878,401,209.56
Average Monthly Yield, on a simple basis	5.5411%
Average Weighted Maturity (1)	53 Days
Average Weighted Life (2)	77 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
 (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the LOGIC Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the LOGIC co-administrators at any time as provided for in the LOGIC Information Statement.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the LOGIC program in December:

* Quitman Development Corporation * Young County

HOLIDAY REMINDER

In observance of Martin Luther King Jr. Day, **LOGIC will be closed Monday, January 15, 2024**. All ACH transactions initiated on Friday, January 12th will settle on Tuesday, January 16th.

ECONOMIC COMMENTARY

Market review

2023 was a year filled with many twists and turns. Yet, through it all, the U.S. economy remained resilient, posting three quarters of positive GDP growth despite facing aggressive monetary tightening by the Federal Reserve (Fed), heightened geopolitical risks and a regional banking crisis. Data released in December pointed to the continued possibility of the Fed engineering a soft landing while making progress in achieving its goal of 2% inflation. Inflation continued to trend downward with headline CPI rising 0.1% month-over-month (m/m) and 3.1% year-over-year (y/y) in November, slightly above consensus but down from October, while core CPI rose 0.3% m/m and 4.0% y/y. The Fed's preferred measure of inflation, the Personal Consumption Expenditures Price Index (PCE), was softer than expected. Headline PCE fell 0.1% m/m, bringing the year ago level down from 2.9% in October to 2.6% in November. With expectations for a further slowdown in rent inflation in the coming months, this reading provides further evidence that price growth is softening.

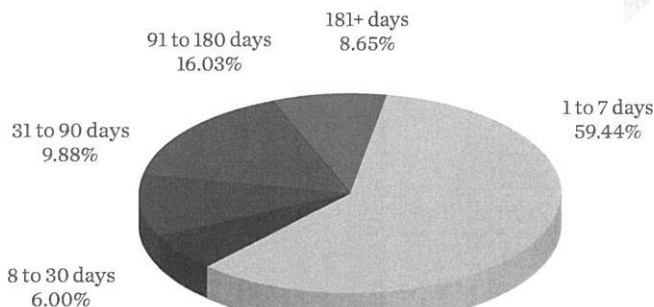
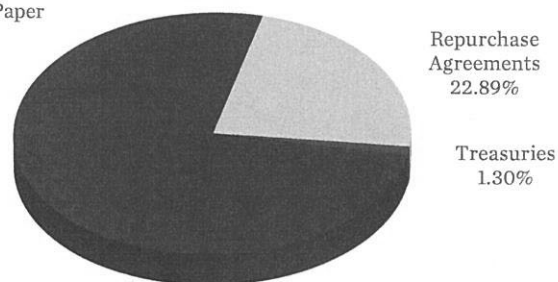
Cooling inflation was also met with strong labor market data as the U.S. labor market continued to demonstrate improved demand/supply balance. The demand for labor, as measured by the Job Openings and Labor Turnover Survey (JOLTS) report, showed openings falling 6.6% to 8.73 million, the lowest level since 2021, but still slightly above pre-pandemic norms. The job openings to unemployed ratio is now at 1.3x, near pre-pandemic levels. The November Jobs report showed healthy employment gains but provided further evidence that the labor market is moderating. Nonfarm payrolls rose by 199,000, beating expectations of 180,000 but were below the 2023 average of 233,000. The unemployment rate declined to 3.7% from 3.9% the prior month, as new workers joined the labor force, but has moved up from its 50-year low of 3.4% earlier in the year. Average hourly earnings came in slightly above expectations, rising 0.4% m/m, with the year ago level unchanged at 4.0%.

(continued page 4)

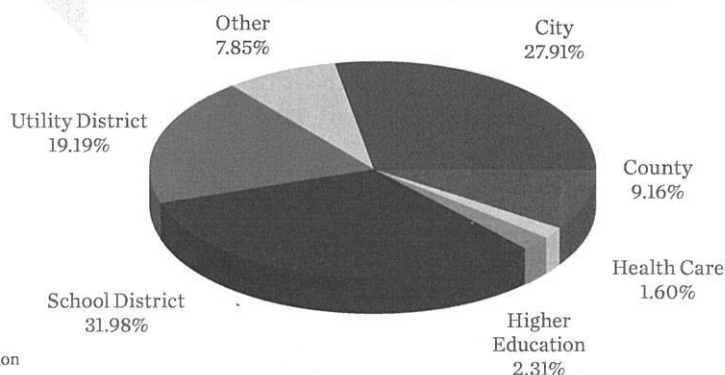
INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF DECEMBER 31, 2023

Commercial Paper
75.81%



PORTFOLIO BY MATURITY AS OF DECEMBER 31, 2023 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF DECEMBER 31, 2023

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

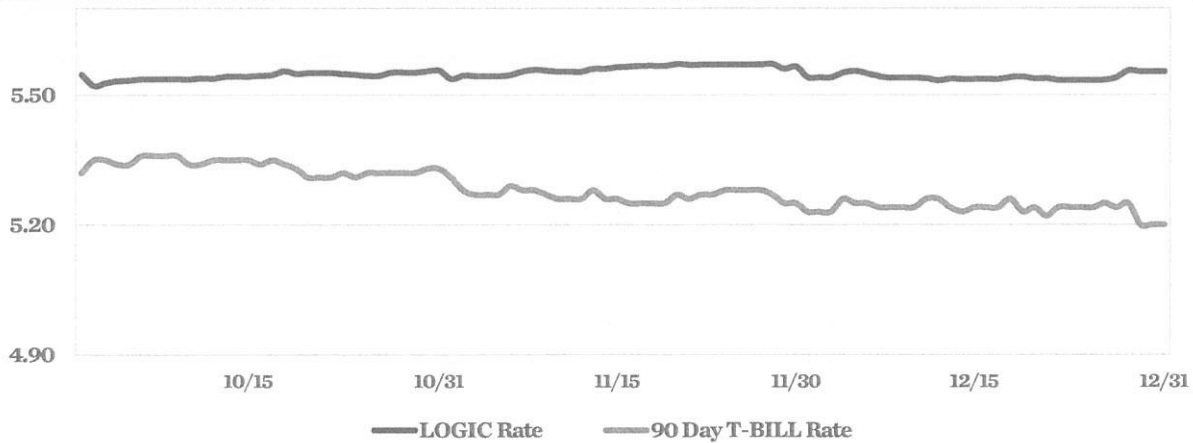
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Dec 23	5.5411%	\$11,458,079,921.27	\$11,462,048,344.52	1.000254	53	77	688
Nov 23	5.5598%	10,489,760,450.40	10,492,958,358.89	1.000093	52	83	686
Oct 23	5.5432%	10,227,801,398.83	10,228,563,319.46	1.000074	44	82	684
Sep 23	5.5168%	10,186,401,619.84	10,186,001,313.15	0.999858	39	82	681
Aug 23	5.4721%	10,680,710,251.18	10,680,559,242.38	0.999985	32	74	679
Jul 23	5.2985%	10,153,858,654.20	10,152,546,069.51	0.999870	34	73	676
Jun 23	5.2554%	9,896,613,552.15	9,894,613,184.44	0.999660	40	74	675
May 23	5.1866%	10,091,234,151.85	10,088,568,744.46	0.999735	35	66	675
Apr 23	4.9970%	10,193,217,769.39	10,190,727,181.45	0.999755	31	57	674
Mar 23	4.8163%	10,512,348,285.80	10,511,021,861.94	0.999706	28	54	668
Feb 23	4.7387%	10,538,772,564.95	10,539,885,630.32	1.000105	28	53	667
Jan 23	4.5538%	10,833,655,695.67	10,835,509,806.87	1.000171	18	52	660

PORTFOLIO ASSET SUMMARY AS OF DECEMBER 31, 2023

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 304,352.15	\$ 304,352.15
Accrual of Interest Income	10,019,831.30	10,019,831.30
Interest and Management Fees Payable	(51,123,937.70)	(51,123,937.70)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,632,453,999.88	2,632,453,999.88
Commercial Paper	8,716,630,913.07	8,720,576,818.39
Government Securities	149,794,762.57	149,817,280.50
TOTAL	\$ 11,458,079,921.27	\$ 11,462,048,344.52

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR DECEMBER 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
12/1/2023	5.5403%	0.000151790	\$10,436,220,352.38	1.000100	53	80
12/2/2023	5.5403%	0.000151790	\$10,436,220,352.38	1.000100	53	80
12/3/2023	5.5403%	0.000151790	\$10,436,220,352.38	1.000100	53	80
12/4/2023	5.5516%	0.000152100	\$10,449,068,184.46	1.000339	52	78
12/5/2023	5.5550%	0.000152191	\$10,438,794,024.89	1.000355	54	81
12/6/2023	5.5494%	0.000152038	\$10,446,808,888.90	1.000373	55	82
12/7/2023	5.5427%	0.000151856	\$10,531,545,807.01	1.000360	55	81
12/8/2023	5.5394%	0.000151764	\$10,610,896,711.10	1.000110	53	79
12/9/2023	5.5394%	0.000151764	\$10,610,896,711.10	1.000110	53	79
12/10/2023	5.5394%	0.000151764	\$10,610,896,711.10	1.000110	53	79
12/11/2023	5.5380%	0.000151725	\$10,693,788,514.09	1.000319	53	78
12/12/2023	5.5333%	0.000151596	\$10,789,761,908.77	1.000322	52	77
12/13/2023	5.5370%	0.000151698	\$10,808,047,796.41	1.000322	55	80
12/14/2023	5.5361%	0.000151673	\$10,753,772,524.27	1.000500	54	78
12/15/2023	5.5362%	0.000151678	\$10,818,827,993.66	1.000257	54	78
12/16/2023	5.5362%	0.000151678	\$10,818,827,993.66	1.000257	54	78
12/17/2023	5.5362%	0.000151678	\$10,818,827,993.66	1.000257	54	78
12/18/2023	5.5407%	0.000151801	\$10,785,165,270.73	1.000491	55	78
12/19/2023	5.5416%	0.000151825	\$10,836,922,630.00	1.000490	55	78
12/20/2023	5.5371%	0.000151702	\$10,971,372,263.43	1.000507	54	77
12/21/2023	5.5377%	0.000151717	\$11,074,361,883.63	1.000499	55	77
12/22/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/23/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/24/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/25/2023	5.5335%	0.000151603	\$11,237,872,067.83	1.000159	52	74
12/26/2023	5.5347%	0.000151636	\$11,257,509,067.96	1.000475	52	73
12/27/2023	5.5407%	0.000151800	\$11,293,244,498.16	1.000477	52	73
12/28/2023	5.5564%	0.000152231	\$11,176,711,027.18	1.000537	54	75
12/29/2023	5.5538%	0.000152158	\$11,458,079,921.27	1.000254	50	70
12/30/2023	5.5538%	0.000152158	\$11,458,079,921.27	1.000254	50	70
12/31/2023	5.5538%	0.000152158	\$11,458,079,921.27	1.000254	50	70
Average	5.5411%	0.000151812	\$10,878,401,209.56		53	77



ECONOMIC COMMENTARY (cont.)

At its final meeting of the year, the Federal Open Market Committee (FOMC) delivered an early holiday gift with a dovish shift in policy expectations, leaving the federal funds rate target range unchanged at 5.25%-5.50%, while strongly hinting that rates are at their cycle peak and the next move will be a rate cut. The median FOMC member now expects three rate cuts next year to 4.6%, an extra cut compared to the dot plot in September's Summary of Economic Projections (SEP). Moreover, updates to the SEP showed lower inflation forecasts for 2023, 2024 and 2025 without material revisions to the growth or employment forecasts, suggesting that the Fed is forecasting a soft landing. In the press conference, Chair Powell did not push back on dovish market pricing and said the Fed had started to discuss cuts at this meeting. Markets interpreted the December FOMC meeting as a pivot in policy and began to price in more aggressive rate cuts for 2024. Consequently, Treasury yields rallied across the curve in December and with longer maturities declining more. The three-month Treasury bill yield declined 5 basis points (bps) on the month to 5.34%, while one-year T-bill and two-year Treasury yields fell 35 bps and 43 bps to end the year at 4.77% and 4.25%, respectively.

Outlook

The U.S. economy is entering the new year in a better place than expected as the largely anticipated recession did not occur. Strong consumption, supported by a solid labor market has led to economic resilience despite significant monetary policy tightening by the Fed. The Fed's recent dovish pivot has tipped the odds away from recession toward a soft landing. Following the December FOMC announcement, investors are breathing a sigh of relief now that the Fed is done raising interest rates. Indeed, yields fell based on a more accommodative interest rate outlook for 2024. Markets are now pricing in 150 bps of easing in 2024, with the first rate cut as early as March. We believe these expectations have gone too far and are anticipating something closer to the Fed's projections with rate cuts beginning in May or June this year.

Looking ahead, it is reasonable to expect that the balance of risks is now skewed towards the impact higher rates will have on growth and labor markets, not necessarily inflation. That said, the past two years have shown that inflation can come down even with tight labor markets and above trend growth. If this dynamic continues, a less restrictive monetary policy stance should allow for a soft landing in the U.S. economy.

This information is an excerpt from an economic report dated December 2023 provided to LOGIC by JP Morgan Asset Management, Inc., the investment manager of the LOGIC pool.





LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	City of Grapevine	Governing Board Vice President
Jeanne Chipperfield	North Texas Municipal Water District	Governing Board Treasurer
Darla Moss	Arlington ISD	Governing Board Secretary
Rene Barajas	Northside ISD	Advisory Board Member
Monte Mercer	Qualified Non-Participant	Advisory Board Member
Cindy Demers	Qualified Non-Participant	Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

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Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-01 – ANNUAL REVIEW AND APPROVAL OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY**

2. Nature of Request: (Brief Overview) Attachments: Yes No

Annual review and approval of the HCRMA Investment Policy as required by Public Fund Investment Act.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No N/A

5. Staff Recommendation: **Motion to approve Resolution 2024-01 – Annual Review and Approval of the Hidalgo County Regional Mobility Authority Investment Policy, as presented.**

6. Program Manager’s Recommendation: Approved Disapproved None

7. Planning Committee’s Recommendation: Approved Disapproved None

8. Board Attorney’s Recommendation: Approved Disapproved None

9. Chief Auditor’s Recommendation: Approved Disapproved None

10. Chief Financial Officer’s Recommendation: Approved Disapproved None

11. Chief Development Engineers’ Recommendation: Approved Disapproved None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved None

13. Executive Director’s Recommendation: Approved Disapproved None



Memorandum

To: S. David Deanda, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: January 15, 2024
Re: **Annual Review of Investment Policy Required by the Public Funds Investment Act and the HCRMA Investment Policy**

Background

The Public Funds Investment Act (PFIA) requires that a public entity perform an annual review of its investment policy and adopt a resolution stating that it has performed the review, noting any changes. The last review was done on January 24, 2023, with changes made to policy to reflect PFIA requirements. This year, the HCRMA has reviewed the Investment Policy and has determined no changes are necessary.

Goal

The goal of the HCRMA Investment Policy is safety, liquidity and yield – in that order and in so doing comply with the PFIA, as it may change from time to time.

Options

The Board may opt to consider any change it deems appropriate.

Recommendation

Based on review by this office, approval of Resolution 2024-01 – Annual review and approval of the Investment Policy for the Hidalgo County Regional Mobility Authority, is recommended.

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-01

RESOLUTION FOR THE ANNUAL REVIEW AND APPROVAL OF THE HIDALGO
COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY

THIS RESOLUTION is adopted this 23rd day of January, 2024 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, the Authority initially adopted the Investment Policy at a regularly scheduled meeting on April 10, 2008 and reviewed and revised the policy on November 23, 2010 and May 16, 2012; and

WHEREAS, on September 18, 2013, the Authority reviewed the Investment Policy as required by the Public Fund Investment Act annually; and

WHEREAS, on October 16, 2013, the Authority amended the Investment Policy to add Flexible Repurchase Agreements and Brokered Certificate of Deposit Programs as part of allowed investments; and

WHEREAS, on January 22, 2014, the Authority has determined it is necessary to exclude mortgage backed securities from the Investment Policy as authorized investments; and

WHEREAS, on January 27, 2015, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on February 23, 2016, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 24, 2017, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 23, 2018, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 22, 2019, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 28, 2020, the Authority reviewed the Investment Policy and determined changes to the Investment Policy are necessary to reflect industry name changes and weighted average maturity (WAM) limitations; and

WHEREAS, on January 26, 2021, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary;

WHEREAS, on January 25, 2022, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary;

WHEREAS, on January 24, 2023, the Authority reviewed the Investment Policy and determined that changes to the Investment Policy were necessary to reflect PFIA requirements; and

WHEREAS, the Authority has reviewed the Investment Policy as required annually by the Public Fund Investment Act and has determined no changes to the Investment Policy are necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the annual review of the Authority’s Investment Policy with no changes, hereto attached as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of January, 2024, at which meeting a quorum was present.

S. David Deanda, Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
INVESTMENT POLICY

ADOPTED

MAY 16, 2012

AND

AMENDED

JANUARY 22, 2014

JANUARY 28, 2020

JANUARY 24, 2023



Investment Policy

I. Scope

This policy complies with the Texas Public Funds Investment Act and applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

Pooling of Funds Except for cash in certain restricted and special funds, Hidalgo County Regional Mobility Authority (RMA) will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. **Credit Risk** Hidalgo County RMA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities and the highest credit quality investment counterparts
- Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which Hidalgo County RMA will do business
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. **Interest Rate Risk** Hidalgo County RMA will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
- Investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools.

Adopted: May 16, 2012

Revised: January 22, 2014; January 28, 2020; January 24, 2023

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal.
 - A security swap would improve the quality, yield, or target duration in the portfolio.
 - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the

investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of Hidalgo County RMA.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the Board, hereinafter referred to as "investment officer", and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. **Financial Dealers and Institutions**

1. **Authorized Financial Dealers and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include, but are not limited to, "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification, as appropriate
- Proof of state registration, as appropriate
- Completed broker/dealer questionnaire, as appropriate
- Certification of having read and understood the Hidalgo County RMA investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Investment Advisors** The Authority may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to assist in the review of the investment policy, cash

flow requirements, the formulation of investment strategies, the analysis and execution of security purchases, sales and deliveries, as well as attend investment meetings, provide monthly and quarterly reporting, security valuations, market updates, and to generally service the investment needs of the Authority. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the Authority's behalf and provide a list of its authorized broker/dealers on an annual basis. The Authority, however, retains ultimate responsibility as fiduciary of its assets.

- V. **Internal Controls** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of Hidalgo County RMA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion
2. Separation of transaction authority from accounting and recordkeeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Development of a wire transfer agreement with the lead bank and third-party custodian
8. All trades where applicable will be executed by **delivery vs. payment** (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.
9. At least three bids or offers must be solicited for all other transactions involving individual securities. The Authority's investment advisor is also required to solicit at least three bids or offers when transacting trades on the Authority's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison.

- VI. **Investment Training** Investment officers and all personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. After the first year, Investment Officers and designees shall receive at least eight (8) hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Training sources include Hilltop Securities, Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers Organization of Texas (GTOT), Texas Municipal League (TML), TexPool, and the University of North Texas. *Additional sources may be approved by the Board.*

- VII. **Suitable and Authorized Investments**

In accordance with authorizing Federal and State laws, the Trust Agreements, the Authority's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the Authority may utilize the following investments for the investment of the Authority's funds:

Obligations of or Guaranteed by Governmental Entities

- a) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
- b) Direct obligations of the State of Texas or its agencies and Instrumentalities.
- c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.
- d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office, or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(d) above, excluding mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates and those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the Authority.

In addition to Hidalgo County RMA to invest funds in certificates of deposit above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this policy:

1. The funds are invested by Hidalgo County RMA through: (1) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by Hidalgo County RMA as required by Section IV(1) of this Investment Policy; or (2) a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity.
2. The broker or the depository institution selected by the investing entity under subparagraph (i) above arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of Hidalgo County RMA.
3. the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. Hidalgo County RMA appoints the depository institution selected by Hidalgo County RMA under subparagraph (i) above, an entity described by Section 2257.041(d) of the Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with

respect to the certificates of deposit issued for the account of the investing entity.

f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the Authority to be pledged to the Authority, held in the Authority's name, and deposited at the time the investment is made with the Authority or with a third party selected and approved by the Authority; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back, at a future date, obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the Authority under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The Authority requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Securities Industry and Financial Markets Association (SIFMA).

g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total Authority's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total Authority's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the Authority with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 60 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The Authority is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the Authority's average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the Authority is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

j) Investment Pools

The Authority may invest its funds and funds under its control through an eligible investment pool if the Board of Directors by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The Authority may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

- 1) The types of investments in which money is allowed to be invested.
- 2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
- 3) The maximum stated maturity date any investment security within the portfolio has.
- 4) The objectives of the pool.
- 5) The size of the pool.
- 6) The names of the members of the advisory board of the pool and the dates their terms expire.
- 7) The custodian bank that will safe keep the pool's assets.
- 8) Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation.
- 9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- 10) The name and address of the independent auditor of the pool.
- 11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
- 12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the Authority, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

- 1) The types and percentage breakdown of securities in which the pool has invested.
- 2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.
- 3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year.
- 4) The book value versus the market value of the pool's portfolio, using amortized cost valuation.
- 5) The size of the pool.
- 6) The number of participants in the pool.
- 7) The custodian bank that is safekeeping the assets of the pool.
- 8) A listing of daily transaction activity of the Authority in the pool.
- 9) The yield and expense ratio of the pool.
- 10) The portfolio managers of the pool.
- 11) Any changes or addenda to the offering circular.

The Authority by contract may delegate to an investment pool the Authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool must have an advisory board composed:

- 1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or
- 2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

- 1) Has a defined termination date;
- 2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at least equal to the amount of bond proceeds invested under the contract;
- 3) Is pledged to the Authority and deposited with the Authority or with a third party selected and approved by the Authority; and
- 4) Meets the following requirements:
 - a) The Board of Directors of the Authority must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
 - b) The Authority must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - c) The Authority must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

The following are not authorized investments under this Section V:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

VIII. Investment Parameters

- a. **Diversification** The investments shall be diversified by:
 - i. limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
 - ii. limiting investment in securities that have higher credit risks,
 - iii. investing in securities with varying maturities, and
 - iv. continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

- b. **Maximum Maturities** To the extent possible, Hidalgo County RMA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Hidalgo County RMA will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. Hidalgo County RMA shall adopt weighted average maturity limitations (which often range from 60 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

IX. Reporting

- a. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow Hidalgo County RMA to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:
- i. Listing of individual securities held at the end of the reporting period.
 - ii. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
 - iii. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - iv. Listing of investment by maturity date.
 - v. Percentage of the total portfolio which each type of investment represents.
- b. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.
- c. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

- a. **Existing Securities Exemption** The Authority is not required to liquidate investments that were authorized investments at the time of purchase. (Tex.

Gov't. Code Sec. 2256.017)

- b. **Downgrade Provision** The Authority shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.
- c. **Hold to Maturity** It is the Authority's intended policy to hold all investments to maturity. However, securities may be sold early if necessary to provide liquidity or if there is a financial benefit to the Authority.
- d. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

XI. **Investment Strategy for Bond Funds** The strategy and objectives for the investment of bond proceeds shall be to:

- a. Ensure safety of principal by investing in only high quality securities for which a strong secondary market exists.
- b. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
- c. Limit market and credit risk through diversification.
- d. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

XII. **List of Attachments**

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-02 – RESCINDING APPROVAL OF CONTRACT AMENDMENT NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE 365 TOLLWAY, SEG. 2 & 4.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No

Rescinding approval of CA 4 to PSA with L&G Engineering for the 365 Tollway Seg. 2&4.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Motion to approve Resolution 2024-02 – Rescinding approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide Plans, Specifications, and Estimates for the 365 Tollway, Seg. 2 & 4.**

6. Program Manager’s Recommendation: Approved Disapproved X None

7. Planning Committee’s Recommendation: Approved Disapproved X None

8. Board Attorney’s Recommendation: Approved Disapproved X None

9. Chief Auditor’s Recommendation: Approved Disapproved X None

10. Chief Financial Officer’s Recommendation: Approved Disapproved X None

11. Chief Development Engineer’s Recommendation: X Approved Disapproved X None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved X None

13. Executive Director’s Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2024-02

**RECINDING APPROVAL OF CONTRACT AMENDMENT NUMBER 4
TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G
ENGINEERING FOR A NO-COST TIME EXTENSION TO
PROVIDE PLANS, SPECIFICATION AND ESTIMATES FOR THE 365
TOLLWAY PROJECT, SEGMENTS 2 & 4**

THIS RESOLUTION is adopted this 23rd of January 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on April 13, 2011, the Authority awarded a Professional Service Agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of \$5,887,542.43; and

WHEREAS, on May 2, 2012, the Authority Approved Resolution 2012-10 Work Authorization 1 under the Amended and Restated Agreement in the amount of \$998,837.67; and

WHEREAS, on October 28, 2012, the Authority approved Resolution 2012-30 Work Authorization 1 Supplemental 1 to the Amended and Restated Agreement to perform preliminary engineering services for SH 365 from FM 396 to FM 1016 in the amount of \$310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved Resolution 2012-36 the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of \$27,558.89 for a revised maximum payable amount of \$5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-58 Work Authorization 2 to the Amended and Restated Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amount of \$288,223.86 was approved; whereas only \$283,023.23 was expended; and

WHEREAS, on December 18, 2013, the Authority approved Resolution 2013-64 Work Authorization 3 to the Professional Service Agreement in the amount of \$3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-42 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-43 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-81 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-82 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 23, 2016 the Authority has approved Resolution 2016-18 Work Authorization 3 Supplemental 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of \$117,011.65; and

WHEREAS, on June 28, 2016 the Authority has approved Resolution 2016-84 Work Authorization 3 Supplemental 4 to the Professional Service Agreement with L&G Engineering to revise the Final Plans, Specifications and Estimates for the State Highway 365 Segment 2 Project in the amount of \$34,839.78; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-103 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide the International Boundaries and Water Commission bridge layouts for the 365 Tollway Project; and

WHEREAS, on January 28, 2017 the Authority approved Resolution 2017-04 Work Authorization 3 Supplemental 5 to the Professional Service Agreement with L&G Engineering for Anzalduas Bridge Proposed Illumination for the 365 Tollway Segment 2 Project in the amount of \$27,301.03; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-12 Work Authorization 3 Supplemental 6 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-33 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-86 Approval of Work Authorization Number 5 to the Professional Service Agreement with L&G Engineering to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of \$5,470.88; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-26 Approval of Contract Amendment Number 1 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project, Segments 2 & 4; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-23 Approval of Work Authorization Number 6 to the Professional Service Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access in the amount of \$440,070.95; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-24 Approval of Contract Amendment Number 2 to the Professional Service Agreement with L&G Engineering to increase and the maximum payable amount for Work Authorization Number 6 in the amount of \$22,233.55; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-56 Approval of Contract Amendment Number 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, segments 2&4; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-55 Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, Segments 2 & 4.

WHEREAS, the Authority finds it necessary to rescind approval of Resolution 2023-55 – Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, Segments 2 & 4.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby rescinds approval of Resolution 2023-55 – Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project; hereto attached as Exhibit A.
- Section 3. The Professional Service Agreement with L&G Engineering expires upon approval of Resolution 2024-02 by the Board of Directors.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd of January 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NO. 4
TO PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING FOR PS&E FOR THE
365 TOLLWAY PROJECT

TO THE AMENDED AND RESTATED
PROFESSIONAL SERVICE AGREEMENT WITH
L&G ENGINEERING

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/15/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024 - 04 – APROVAL OF AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No

Approval of Resolution 2024-04 Amendments to policies and procedures governing procurement of goods and services.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Motion to approve Resolution 2024- 04 – Approval of amendments to policies and procedures governing procurement of goods and services by the Hidalgo County Regional Mobility Authority, as presented.**

6. Program Manager’s Recommendation: Approved Disapproved X None

7. Planning Committee’s Recommendation: Approved Disapproved X None

8. Board Attorney’s Recommendation: X Approved Disapproved None

9. Chief Auditor’s Recommendation: Approved Disapproved X None

10. Chief Financial Officer’s Recommendation: Approved Disapproved X None

11. Chief Development Engineer’s Recommendation: Approved Disapproved X None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved X None

13. Executive Director’s Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: January 15, 2024
Re: **Resolution 2024-04 - Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority**

GOAL

Approval of amendments to the policies and procedures governing disclosures and certifications required by the state and federal government, Value Engineering Change Order Process is revised to recognize federal guidelines and TxDOT's policy; and increasing the procurement threshold for Board approval from \$25,000 to \$50,000.

HISTORY

The revisions to the policy are to update the current disclosure and certifications required by the state and federal government; adopting the recognized federal guidelines, as well as, TxDOT's policy for Value Engineering Change Order process; and increasing the Executive Director's threshold for Board approval from \$25,000 to \$50,000.

RECOMMENDATION

Based on review by this office, staff recommends **approval of Resolution 2024-04 – Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority**, as presented.

If you should have questions or require additional information, please feel free to contact me.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-04

**APPROVAL OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS
OF GOODS AND SERVICES AS REVISED**

THIS RESOLUTION is adopted this 23rd day of January, 2024, by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system;

WHEREAS, on November 17, 2006, the Authority adopted its Policies and Procedures Governing the Procurement of Goods and Services (the “Policy”); the Policy was amended and restated on June 23, 2015 and further revised on June 25, 2019; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further revise the Policy;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Hidalgo County Regional Mobility Authority that:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Policy shall be amended as follows:

(a) Section 2.5 Disclosure is revised to recognize additional disclosures and certifications required by the state and federal government;

(b) Section 6.20 Value Engineering Change Order Process is revised to

recognize federal guidelines and TxDOT's policy; and

- (c) Section 81. Approval of Board is revised to increase the procurement threshold for Board approval from \$25,000 to \$50,000.

Section 3. The Board hereby approves the Policy attached hereto as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 23rd day of January, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES**

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

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**AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS
OF GOODS AND SERVICES BY THE
HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY**

SECTION 1. STATEMENT OF GENERAL POLICY.

1.1. Policy. It is the policy of the Hidalgo County Regional Mobility Authority (the "Authority") that all Authority procurements shall be based solely on economic and business merit in order to best promote the interests of the citizens of the counties served by the Authority.

1.2. Required Conduct. An entity that does business with the Authority is required to (i) adhere to all civil and criminal laws related to business; maintain good standing with the State of Texas and Hidalgo County; and (ii) notify the Authority in writing within five (5) days after the date the entity knows or should have known of the existence of (a) a conviction of, plea of guilty or no lo contendere to, a civil judgment for, or a public admission to a crime or offense related to the business by the entity; (b) debarment by the entity by the State of Texas, federal government, Hidalgo County or any municipality within Hidalgo County; or (c) any behavior of the entity that seriously and directly affects the entity's responsibility to the Authority that is also a violation of the law or Authority's rules or policies. Any violation of Required Conduct is grounds for score reduction or contract termination.

SECTION 2. CONFLICT OF INTEREST.

2.1. No employee, officer, or agent of the contracting agency shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by: (a) the employee; (b) any member of his or her immediate family; (c) his or her partner; or (d) an organization that employs or is about to employ any of the above.

2.2. Independence and Influence. In addition to any other requirements of restrictions imposed by state law, a member of the Board of Directors or an employee or agent of the Authority shall not (a) contract with the Authority or, without disclosure and recusal, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority; (b) accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or (c) accept other compensation that could reasonably be expected to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.3. Familial Relationships. A bidder shall not be eligible to contract with the Authority if a Board member, employee or agent is related to the bidder within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A bidder shall be required to complete a conflict of interest disclosure statement disclosing any business or familial relationships, including non-married partners and soon to be employers, with Board members, employees or agents of the Authority which may disqualify the bidder from consideration.

2.4. Benefits. An entity, including an individual representing or affiliated with such entity, or individual doing business with the Authority shall not provide a benefit to any Board Member or employee of the Authority. For the purposes of this Section 2.3, “benefit” shall have the meaning ascribed to it in Title 43 Texas Administrative Code, Rule 10.5: “a benefit ... is anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed. Examples are cash, loans meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services.” The following are not benefits: (i) a token item, other than cash, a check, stock, bond or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25; (ii) an honorarium in the form of a meal served at an official event, such as conference, workshop, seminar or symposium; or (iii) reimbursement for food, travel, or lodging to an official event described in (ii) above in an amount allowable under the Authority’s travel and entertainment policies, or as otherwise approved by the Executive Director.

2.5. Disclosure. It is the Authority’s policy not to enter into a contract where a conflict of interest exists. The Authority shall take reasonable steps to identify and mitigate conflicts of interest for employees, board members, and consultants and will promptly disclose any potential conflict of interest in writing to TxDOT. Additionally,

(a) bidders for Authority contracts and affected Board Members are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, attached hereto as *Schedule 2.4 (a)*;

(b) an entity that does business with the Authority is required to disclose, in writing, the existence of a conflict of interest involving an agreement between the entity and the Authority and adequately remedy the conflict either before the effective date of the agreement or, if the conflict arises after the effective date of the agreement, promptly after the date the entity knows or should have known of the conflict. Contractors and consultants of the Authority shall complete a certificate attesting to the following: (i) no ownership in real property that is known or anticipated to be necessary for the development of an Authority project; (ii) no personal investments that could be reasonably expected to create a conflict of interest with the Authority; (iii) after reasonable inquiry, no knowledge of any subcontractor having any investment in real property that is known or anticipated to be necessary for an Authority project or personal investment that could reasonably be expected to create a conflict of interest with the Authority; and (iv) no offer of any gift, favor, or service to a member or representative of the Authority Board of Directors that might reasonably influence any official duty or that is being offered with the intent to influence official conduct. If a contractor or consultant to the Authority cannot make such attestations, then a formal disclosure must be made. See *Schedule 2.4 (b)*;

(c) an entity that enters into a contract with the Authority must submit a disclosure of interest parties (Form 1295) to the Authority at the time the entity submits the signed contract to Authority as required by State; and

(d) an entity that enters into a contract with the Authority must provide any other

disclosures required by state or federal law at the time of the contract.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

Disadvantaged Business Enterprises (“DBEs”) are encouraged to participate in the Authority’s procurement process. The Authority has entered into an agreement with TxDOT adopting TxDOT’s DBE policy. See *Schedule 3*.

SECTION 4. SUSPENSION AND DEBARMENT.

The Authority will verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

- (a) System for Award Management (SAM) – U.S. government official website; and
- (b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

The Authority shall retain state and federal lists of vendors suspended and debarred from doing business with the US government and State of Texas, respectively, in accordance with the Authority’s retention policies.

SECTION 5. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

Agent: A person, that is not an employee, or a consulting firm that is authorized by the Authority to act on behalf of the Authority, including consultants in management support roles.

ATC: Alternative technical concept.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Hidalgo County Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than professional services or certain consulting services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Unless otherwise authorized by the Board, Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for

which unit prices are requested; (iv) the time within which the work is to be completed; any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board or Board of Directors: The Board of Directors of the Authority.

Brooks Act: 40 U.S.C. 1101-1104, providing for a qualifications-based selection procedure.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement: An agreement with a private entity that at a minimum provides for the design and construction of a Transportation Project and may also provide for financing, acquisition, maintenance or operation of a Transportation Project. Comprehensive Development Agreements are authorized under Sections 370.305-312, Texas Transportation Code, as may be amended from time to time.

Conflict of Interest: A situation in which an individual has competing interests or loyalties; a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. *Refer to the Authority's bylaws and Internal Ethics & Compliance Manual for the Authority's policy on conflict of interest.*

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Except in connection with comprehensive development agreements consulting services may not be procured under a construction or building contract. Consulting services are not professional services or general goods and services as defined in this policy.

Counties of the Authority: Hidalgo County, as well as any counties which may subsequently join the Authority.

DBE: Disadvantaged Business Entity as described in Section 3.

Design Build Agreement: An agreement with a private entity that provides for both the design and construction services for a Transportation Project and may also provide for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a Transportation Project, but does not include a leasehold interest in the Transportation Project or the right to operate or retain revenue from the operation of the Transportation Project. Design Build Agreements are authorized under Subchapter K of Chapter 360, Texas Transportation Code, as may be amended from time to time.

Design Build Contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and construction contractor qualified to engage in the design and construction of Transportation Projects in the State and that is selected by the Authority in accordance with these Policies and Procedures.

Emergency: Any situation or condition affecting a Transportation Project resulting from a natural or man-made cause, which poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and commerce or which has caused unforeseen damage to machinery, equipment or other property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

Highway: A road, highway, farm-to-market road, or street under the supervision of a state or political subdivision of the State.

Intermodal hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains and airplanes.

Lowest bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in Section 6 of this policy.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that

award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which

do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Official newspaper of the Authority: A general circulation newspaper published in the counties of the Authority. If there are multiple newspapers which are published in the counties of the Authority, the Board of Directors shall designate which one is the official newspaper of the Authority.

Open Meetings Act: Chapter 551 of the Texas Government Code, as amended from time to time.

Professional Services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, or, if federally funded, the Brooks Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, interior decorator, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse). Except in connection with a comprehensive development agreement professional services may not be procured under a construction or building contract.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public Information Act: Chapter 552 of the Texas Government Code, as amended from time to time.

Public Utility Facility: A:

- (a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit and wireless communications facilities.

RFDP: Request for detailed proposals.

RFI: Request for information.

RFP: Request for proposal.

RFQ: Request for qualifications.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Surplus property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A Transportation Project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Transportation Project: Includes a(n):

- (a) turnpike project;
- (b) system;
- (c) passenger or freight rail facility; including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation;
- (d) bridge;
- (e) ferry;
- (f) airport, other than an airport that on September 1, 2005, was served by one (1) or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;
- (g) pedestrian or bicycle facility;
- (h) intermodal hub;
- (i) automated conveyor belt for the movement of freight;
- (j) border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than 50 miles from an international border;

- (k) air quality improvement initiative;
- (l) public utility facility;
- (m) a transit system;
- (n) a parking area, structure, or facility, or a collection device for parking fees;
- (o) improvements in a transportation reinvestment zone designated under Texas Transportation Code, Subchapter E, Chapter 222; and
- (p) port security, transportation, or facility projects eligible for funding under Texas Transportation Code, Section 55.002.

Turnpike Project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension or expansion to the highway, including:

- (a) an improvement to relieve traffic congestion or promote safety;
- (b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;
- (c) an administration, storage, or other building the Board considers necessary to operate the project;
- (d) property rights, easements and interests the Board acquires to construct or operate the project;
- (e) a parking area or structure, rest stop, park, and any other improvement or amenity the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and
- (f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

6.1 Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's Transportation Projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in

accordance with this Section 6. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy, or in the alternative, subject to the procedures set forth in the Local Government Project Procedures Manual promulgated by TxDOT; provided, however, that such procedures are adopted by the Authority's Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

6.2 Qualification of Bidders. A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this Subsection 6.2 with respect to bidders on building contracts.

6.3 Qualifying with the Authority.

6.3.1 If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:

6.3.1.1 a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, references as well as financial condition;

6.3.1.2 the bidder's current audited financial statement in form and substance acceptable to the Authority; and

6.3.1.3 a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.

6.3.2 An audited financial statement requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. Based on the examination, the auditor expresses an opinion concerning the fairness of the financial statements and conformity with generally accepted accounting principles.

6.3.3 Upon the recommendation of the Executive Director and with the concurrence of the Board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one-million dollars (\$1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars (\$100,000.00).

6.3.4 The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial

condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

6.4 Notice of Contract Letting.

6.4.1 Each notice of contract letting must provide:

6.4.1.1 the date, time, and place where contracts will be let and bids opened;

6.4.1.2 the address and telephone number from which prospective bidders may request bid documents; and

6.4.1.3 a general description of the type of construction, services or goods being sought by the Authority.

6.4.2 The Authority shall post notices of contract lettings on its website for at least two (2) weeks before the date for letting of a contract.

6.4.3 Notice of contract letting shall also be published in the officially designated newspaper of the Authority at least once, and no less than two (2) weeks before the date set for letting of the contract.

6.4.4 The Authority may also publish notice of contract lettings in the *Texas Register*, trade publications, or such other places that the Authority determines will enhance competition for the work.

6.4.5 The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.

6.4.6 As a courtesy the Authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice required under subparagraphs (b) and (c) above shall constitute the only official notice.

6.5 Bid Documents. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this Section 6.

6.6 Issuance of Bid Documents. Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or

building contract may be made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

6.6.1 to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;

6.6.2 to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and

6.6.3 to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

6.7 Withholding Bid Documents. The Authority will not issue bid documents for a construction contract if:

6.7.1 the bidder is suspended or debarred from contracting with TxDOT or the Authority;

6.7.2 the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;

6.7.3 the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;

6.7.4 the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or

6.7.5 the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

6.8 Completion and Submission of Bid Documents.

6.8.1 At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement and/or the bid documents. Alternatively, bidders may submit written requests for clarification.

6.8.2 Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.

6.8.3 Each set of bid documents shall be executed in ink in the complete and correct name

of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.

6.8.4 If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.

6.8.5 A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three (3)-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration, and may result in rejection of the bid and disqualification of the bidder.

6.8.6 The bidder shall place each completed set of bid documents in a sealed envelope which shall be clearly marked "Bid Documents for _____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope which shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The official clock at the place designated for receipt of bids shall serve as the official determinant of the hour for which the bid shall be submitted and shall be considered late.

6.9 Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. The request must be made by a person authorized to bind the bidder. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

6.10 Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. The request must be made by a person authorized to bind the bidder. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

6.11 Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public

meeting held at the time, date and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

- 6.11.1 the bid is submitted by an unqualified bidder;
- 6.11.2 the bid is in a form other than the official bid documents issued to the bidder;
- 6.11.3 the form and content of the bid do not comply with the requirements of the bid documents and/or Subsection 6.8;
- 6.11.4 the bid, and if required, federal-aid project certification, are not signed;
- 6.11.5 the bid was received after the time or at some location other than specified in the notice or as may have been extended;
- 6.11.6 the bid guaranty, if required, does not comply with Subsection 6.8;
- 6.11.7 the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;
- 6.11.8 the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;
- 6.11.9 the bidder was not authorized to be issued a bid under this policy;
- 6.11.10 the bid did not otherwise conform with the requirements of this policy; or
- 6.11.11 more than one (1) bid involves a bidder under the same or different names.

6.12 Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will be determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. Bid entries such as "no dollars and no cents" or "zero dollars and zero cents" will be interpreted to be one-tenth of a cent (\$.001) and will be entered in the bid tabulation as \$.001. Any entry less than \$.001 will be interpreted and entered as \$.001. If a bidder submits both a completed set of bid documents and a properly completed computer printout of unit bid prices, the Authority will use the computer printout to determine the total bid amount of the bid. If the computer printout is incomplete, the Authority will use the completed bid documents to determine the total bid amount of the bid. If a bidder submits two (2) computer printouts reflecting different totals, both printouts will be tabulated, and the Authority will use the lowest tabulation. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority may select either the regular bid item or items or the alternative.

6.13 Award of Contract. Except as otherwise provided in this Section 6, if the Authority does not reject all bids, it will award the contract to the lowest best bidder. In determining the lowest best bidder, in addition to price the Authority shall consider:

6.13.1 the bidder's ability, capacity, and skill to perform the contract or provide the service required;

6.13.2 the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;

6.13.3 the bidder's character, responsibility, integrity, reputation, and experience;

6.13.4 the quality of performance by the bidder of previous contracts or services;

6.13.5 the bidder's previous and existing compliance with laws relating to the contract or service; and

6.13.6 the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

6.14 Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

6.14.1 there is reason to believe collusion may have existed among the bidders;

6.14.2 the low bid is determined to be both mathematically and materially unbalanced;

6.14.3 the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or

6.14.4 the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

6.15 Bid Protests.

6.15.1 All protests relating to advertising of bid notices, alleged improprieties or

ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and, submitted to the Executive Director within five (5) days of the bid opening. Each protest must include the following:

6.15.1.1 the name and address of the protester, and the vendor it represents, if different;

6.15.1.2 the identification number, reference number, or other identifying criteria specified in the bid documents to identify the procurement in question;

6.15.1.3 a statement of the grounds for protest; and

6.15.1.4 all documentation supporting the protest.

6.15.2 A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

6.15.3 Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

6.16 Contract Execution; Submission of Ancillary Items.

6.16.1 Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.

6.16.2 After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:

6.16.2.1 a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law; and

6.16.2.2 a certificate of insurance on a form acceptable to the Authority showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the

certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

6.17 Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

6.18 Bid Guaranty. Not later than seven (7) days after bids are opened, the Authority will mail the bid guaranty of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guaranty of the apparent lowest best bidder, second-lowest best bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with Subsection 6.16 the bid guaranty will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) days after the date the bidder is required to submit the bonds and insurance certificate under Subsection 6.16. A bidder who forfeits a bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guaranty and the Board of Directors, upon request made in writing by bidder and received at such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids approves of the submission of a bid by the bidder.

6.19 Progress Payments; Retainage and Liquidated Damages.

6.19.1 In addition to other provisions required by the Authority, construction and building contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.

6.19.2 Unless otherwise stated in the procurement, retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:

6.19.2.1 retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;

6.19.2.2 all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;

6.19.2.3 the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within thirty (30) days of the demand, the retainage or any investments in which it is invested; and

6.19.2.4 any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.

6.19.3 Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to require that a liquidated damages provision be made a part of any contract it enters into.

6.20 Value Engineering Change Order Process. The Authority may authorize a Value Engineering Change Order Process ("VECP") for any project through the bid documents; provided that the VECP is aligned with (i) federal guidelines provided in 23 CFR Part 627 and 23 USC 106, as may be amended from time to time, and (ii) TxDOT's VECP policy.

SECTION 7. PROFESSIONAL SERVICES.

7.1 General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control. Where federal funds are applied to a contract, the Authority shall follow the Brooks Act, and/or other applicable federal law.

7.2 Request for Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority shall solicit interest in a single step process and invite prospective providers of professional services to submit their qualifications to provide such services as specified in a Request for Qualifications ("RFQ")¹ issued by the Authority.

7.3 Notice of RFQs.

7.3.1 Notice of the issuance of an RFQ for engineering and design related professional services must provide:

7.3.1.1 the contact or location from which prospective engineering and design related providers may request the RFQ;

7.3.1.2 provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

7.3.1.3 identify the evaluation factors along with their relative weight of importance that will be used in the evaluation, ranking, and selection of providers. Evaluation factors may include, but not limited to, technical approach, work experience,

¹ Title 23 CFR Section 172.7 refers to the single-step process of solicitation as a request for proposal (RFP).

specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance;

7.3.1.4 qualifications to perform the type of work requested;

7.3.1.5 specify the contract type and method(s) of payment;

7.3.1.6 identify any special provisions or contract requirements associated with the solicited services; and

7.3.1.7 enough time for firms to submit a proposal.

Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of an RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate experience, qualifications, and competence of the potential provider of engineering and design related services.

7.3.2 The Authority does not require or accept concealed cost proposals as part of the RFQ process.

7.3.3 The Authority shall publish on its website all notices of the issuance of an RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for the responses.

7.3.4 The Authority may also publish notice of the issuance of an RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, or any newspaper, trade journal, or other such location as the Authority determines will enhance competition for the provision of services.

7.3.5 The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

7.4 EVALUATION, RANKING, AND SELECTION.

The Authority may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's demonstrated competence and qualifications to perform the service, including pre-certification by TxDOT; and ability to perform the services for a fair and reasonable price. Cost shall not be a factor in the procurement process, nor shall there be any preference for state or local firms.

7.4.1 The Authority shall select qualified providers of professional services by first

submitting all responses to a selection committee assigned by the Executive Director or the Board for scoring of the responses based on the criteria published in the RFQ.

7.4.2 Based on the committee's review and scoring, three (3) or more firms may be short-listed based on ranking for further consideration and may be required to submit supplemental information. In determining whether to short-list firms, the committee should take into consideration, the total number of submittals and the range of scores, including any natural or obvious breaks in scoring. In instances where less than three (3) qualified consultants respond to the solicitation, the Authority may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Authority may pursue procurement following the non-competitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation.

7.4.3 After scoring, the committee shall have the option of submitting a short-list of providers to the Board or submitting all of the respondents to the Board along with the Committee's score sheets and recommendations. The selected firms may be required to make a formal presentation before the Board of Directors if the Authority determines it is needed based on size and complexity of the project.

7.4.4 After receipt and review of the committee's scoring and recommendations, if formal presentations are made to the Board, the board members shall individually rate and score each respondent based on both written and presented qualifications. The individual scoring sheets will then be compiled by legal counsel or a staff member and the final ranking reviewed by a separate staff member. The highest ranking consultant is recommended to be awarded the contract. If formal presentations are not made to the Board, the Board shall approve the committee's ranking.

7.5 Fees and Negotiations.

(a) The Authority shall attempt to negotiate a contract with the most highly qualified firm. If the Authority is unable to negotiate a satisfactory contract with the firm, the Authority shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected process. The Authority shall continue the process until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

(b) The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary in the area of the authority may not exceed any maximum provided by law. The Authority may use TxDOT pricing guidance for comparative purposes.

(c) The Authority shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiation.

(d) The Authority shall establish indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs separately to ensure services are obtained at a fair and reasonable cost.

(e) The Authority shall retain documentation of negotiation activities as required by applicable law.

7.6 Termination of Procurement. The Authority may terminate a procurement of professional services pursuant to this Section 7 at any time upon a determination that a continuation of the process is not in the Authority's best interest.

7.7 Selection Disputes.

7.7.1 All protests relating to RFQ notices, alleged improprieties or ambiguities in the evaluation criteria, deadlines, and all other selection-related procedures must be made in writing and, submitted to the Executive Director within five (5) days after the Board approves the top ranked respondent. Each protest must include the following:

7.7.1.1 the name and address of the protester, and the vendor it represents, if different;

7.7.1.2 the identification number, reference number, or other identifying criteria specified in the RFQ to identify the procurement in question;

7.7.1.3 a statement of the grounds for protest; and

7.7.1.4 all documentation supporting the protest.

7.7.2 A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

7.7.3 Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

SECTION 8. GENERAL GOODS AND SERVICES

8.1 Approval of Board. Every procurement of general goods and services costing more than fifty thousand dollars (\$50,000.00) shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.2 Purchase Threshold Amounts. The Authority may procure general goods and services costing twenty-five thousand dollars (\$25,000.00) or less by such method and on such terms as the

Executive Director determines to be in the best interests of the Authority. General goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.3 Competitive Bidding Procedures. Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

8.3.1 with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;

8.3.2 the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;

8.3.3 notice of the procurement shall be published at least two (2) weeks before the deadline for the submission of responses in the officially designated newspaper of the Authority, as well as on the Authority's website;

8.3.4 in addition to advertisement of the procurement as set forth in Subsection 8.3(c) above, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website; and

8.3.5 a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

8.4 Award Under Competitive Bidding.

8.4.1 Contracts for general goods and services procured using competitive bidding shall be awarded to the lowest best bidder based on the same criteria used in awarding construction contracts, together with the following additional criteria:

8.4.1.1 the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and

8.4.1.2 the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.

8.4.2 In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to

underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

8.4.2.1 No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

8.5 Competitive Sealed Proposals.

8.5.1 Request for Proposals. The Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:

8.5.1.1 the Authority's specifications for the good or service to be procured;

8.5.1.2 an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;

8.5.1.3 a schedule of items for which unit prices are requested;

8.5.1.4 the time within which the contract is to be performed;

8.5.1.5 any special provisions and special specifications; and

8.5.1.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

8.5.2 Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as public information.

8.5.3 Revision of Proposals. After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.

8.5.4 Refusal of All Proposals. The Authority shall refuse all proposals if none of those submitted is acceptable.

8.5.5 Contract Execution. The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority,

considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

8.6 Proprietary Purchases. If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one (1) vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 9. CONSULTING SERVICES.

9.1 Contracting for Consulting Services. The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

9.2 Selection Criteria. The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

9.3 Contract Amounts. The Authority may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) pursuant to a "single-source contract," if the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than twenty-five thousand dollars (\$25,000.00) shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

9.4 Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the Authority the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the Authority shall follow the notices set forth in Section 7 of these policies for the

procurement of professional services.

9.5 Request for Proposals. Each RFP shall contain the following information:

9.5.1 the Authority's specifications for the service to be procured;

9.5.2 an estimate of the various quantities and kinds of services to be performed;

9.5.3 a schedule of items for which unit prices are requested;

9.5.4 the time within which the contract is to be performed;

9.5.5 any special provisions and special specifications; and

9.5.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

In procuring consulting services through issuance of an RFP, the Authority shall follow the notices set forth in Section 8 of these policies for the procurement of general goods and services.

9.6 Notice of RFQs and RFPs.

9.6.1 Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of an RFQ or RFP.

9.6.2 The Authority shall publish the notice of issuance of an RFQ or RFP on its website and shall either (1) publish notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, in an issue of the *Texas Register*, or (2) publish in the officially designated newspaper of the Authority notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, once at least two (2) weeks before deadline for the submission for responses in the officially designated newspaper of the Authority.

9.6.3 The Authority may, but shall not be required to, solicit responses to an RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the internet. With regard to RFPs, if such solicitations are made in addition to the required publications, the prospective bidder may not be solicited by mail, telephone or Internet or in any other manner, nor may the prospective bidder receive bid documents until such time that notice of the RFP has been made available on the Authority's website.

9.6.4 The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

9.7 Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

9.8 Contract Negotiation and Execution.

9.8.1 With regard to consulting services procured through issuance of an RFQ, the Authority shall submit a written contract to the respondent (the "first choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.

9.8.2 With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first choice candidate") whose proposal is most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror (the "second choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise in the best interest of the Authority.

9.9 Single-Source Contracts. If the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds twenty-five thousand dollars (\$25,000.00). If the anticipated cost of services is less than twenty-five thousand dollars (\$25,000.00), the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next

regularly scheduled board meeting.

9.10 Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two (2) years preceding, the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

9.11 Mixed Contracts. This Section 9 applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

SECTION 10. COMPREHENSIVE DEVELOPMENT AGREEMENTS.

10.1 Comprehensive Development Agreements Allowed. If specifically authorized by an applicable statute, the Authority may enter into a comprehensive development agreement (“CDA”) with a private entity to construct, maintain, repair, operate, extend, or expand a Transportation Project. A CDA shall, at a minimum, provide for the design and construction of a Transportation Project, and may also provide for the financing, acquisition, maintenance, or operation of a Transportation Project. The Authority is also allowed to negotiate provisions relating to professional and consulting services provided in connection with a CDA.

10.2 Competitive Procurement Process For CDA. The Authority may either accept unsolicited proposals relating to a CDA or solicit proposals relating to a CDA in accordance with this Section 10. The competitive bidding requirements for highway projects as specified under Chapter 223, Texas Transportation Code, and the Texas Professional Services Procurement Act do not apply to a CDA. The CDA procurement process may also provide for the submission of alternative technical concepts and value added concepts from proposers.

10.3 Unsolicited Proposals.

10.3.1 The Authority may accept unsolicited proposals for a project proposer to be developed through a CDA. An unsolicited proposal must be filed with the Authority and be accompanied by a \$20,000.00 non-refundable review fee. An unsolicited proposal must include the following information:

10.3.1.1 the proposed Transportation Project location, scope, and limits;

10.3.1.2 information regarding the proposing entity's qualifications, experience, technical competence, and capability to develop the project;

10.3.1.3 a proposed financial plan for the proposed project that includes, at a minimum (A) projected project costs, and (B) proposed sources of funds; and

10.3.1.4 the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a

subconsultant, for the Authority.

10.3.2 Unsolicited proposals shall be reviewed by the Authority staff and/or consultants. The staff/consultants may request additional information from the proposer. Based on its review, the staff will make an initial recommendation to the Board (or a designated committee thereof) as to whether the Authority should authorize further evaluation of the unsolicited proposal.

10.3.3 If the Authority authorizes further evaluation of an unsolicited proposal, then the Authority shall publish a request for qualifications (RFQ) in accordance with the requirements of Section 10.4. Evaluation of proposals submitted in response to RFQs shall occur in accordance with the provisions of Section 10.5.

10.4 Authority Solicitation of Proposals and Competing Proposals; Requests for Qualifications. The Authority may solicit proposals or competing proposals by issuing an RFQ relating to a CDA project. The Authority shall publish an RFQ (or a notice of availability of an RFQ) in the *Texas Register* and post it on the Authority's website.

10.4.1 An RFQ issued by the Authority shall include the following information:

10.4.1.1 a description of the project;

10.4.1.2 criteria used to evaluate the proposals;

10.4.1.3 the relative weight given to the criteria; and

10.4.1.4 the deadline by which proposals must be received by the Authority.

10.4.2 A proposal submitted in response to an RFQ issued under this Section 10.4, or a competing proposal submitted in response to an RFQ issued under Section 10.3(c) above, must include, at a minimum, the following:

10.4.2.1 information regarding the proposer's qualifications, experience, technical competence, and capability to develop the project;

10.4.2.2 in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds;

10.4.2.3 such additional information that the Authority requests within the RFQ;

10.4.2.4 the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority; and

10.4.2.5 in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a \$20,000.00 non-refundable proposal review fee.

10.4.3 The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 10.4.

10.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

10.5.1 The Authority shall review responses to an RFQ submitted in accordance with Section 9.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers will qualify to submit detailed proposals in accordance with the requirements of Section 10.6: The Authority may include an interview as part of its evaluation process.

10.5.2 The Authority must qualify at least two (2) private entities to submit detailed proposals in accordance with the procedures under Section 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ (or no entity submits a response to an RFQ issued after receipt of an unsolicited proposal) the Authority may request a detailed proposal from, and may attempt to negotiate a CDA with, the sole proposer.

10.6 Requests For Detailed Proposals.

10.6.1 The Authority shall issue a request for detailed proposals (“RFDP”) from all proposers qualified in accordance with Section 10.5 above. The Authority shall mail an RFDP directly to the proposer's main address as designated in the response to the RFQ, and such RFDP must contain the following information:

10.6.1.1 Detailed instructions for preparing the technical proposal and the items to be included, including the criteria which will be used to evaluate the detailed proposals;

10.6.1.2 The relative weight given to the technical and pricing proposals and the criteria for evaluating and ranking them;

10.6.1.3 The process for submission of ATCs and/or VACs and the manner in which they will be considered in the evaluation and scoring process; and

10.6.1.4 The deadline by which the proposals must be received.

10.6.2 An RFDP under this Section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal relating to the following:

10.6.2.1 the proposer's qualifications and demonstrated technical competence;

10.6.2.2 the feasibility of developing the project as proposed;

10.6.2.3 detailed engineering or architectural designs;

10.6.2.4 the proposer's ability to meet schedules;

10.6.2.5 costing methodology; and

10.6.2.6 any other information the Authority considers relevant or necessary to fully assess the project.

10.6.3 The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

10.6.4 In developing and preparing to issue an RFDP in accordance with Section 10.6(a), the Authority may solicit input from entities qualified under Section 10.5 or any other person.

10.6.5 After the Authority has issued an RFDP under Section 10.6(a), the Authority may solicit input from the proposers regarding ATCs and/or VACs.

10.7 Evaluation and Ranking of Detailed CDA Proposals. The Authority shall first open, evaluate, and score each technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. Based on the weighting of technical and cost proposals described in the RFDP, the Authority shall then identify the proposer whose proposal offers the best value to the Authority. The Authority may interview the proposers as part of the evaluation process.

10.8 Post-Submissions Discussions.

10.8.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 10.7, the Authority may enter into discussions with the proposer whose proposal offers the apparent best value provided that the discussions must be limited to incorporation of aspects of other detailed proposals for the purpose of achieving the overall best value for the Authority, clarifications and minor adjustments in scheduling, cash flow, similar items, and other matters that have arisen since the submission of the detailed proposal.

10.8.2 If at any point in discussions under Subsection 10.8.1 above, it appears to the Authority that the highest-ranking proposal will not provide the Authority with the overall best value, the Authority may enter into discussions with the proposer submitting the next-highest ranking proposal.

10.8.3 If, after receipt of detailed proposals, the Authority determines that development of a project through a CDA is not in the best interest of the Authority, or the Authority determines for any other reason that it does not desire to continue the procurement, the Authority may terminate the process and, in such event, it shall not be required to negotiate a CDA with any of the proposers.

10.9 Negotiations for CDA. Subsequent to the discussions conducted pursuant to Section 10.8 and provided the Authority has not terminated or withdrawn the procurement, the Authority and the highest-ranking proposer shall attempt to negotiate the specific terms of a CDA.

10.9.1 The Authority shall prescribe the general form of the CDA and may include any

matter therein considered advantageous to the Authority.

10.9.2 The Authority may establish a deadline for the completion of negotiations for a CDA. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.

10.9.3 In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a CDA for the project which is the subject of the procurement process.

10.9.4 Notwithstanding the foregoing, the Authority may terminate the procurement process, including the negotiations for a CDA, at any time upon a determination that continuation of the process or development of a project through a CDA is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 10.12 if detailed proposals have been submitted to the Authority.

10.10 CDA Projects with Private Equity Investment.

10.10.1 If a project to be developed through a CDA involves an equity investment by the proposer, the terms to be negotiated by the Authority and the proposer may include, but shall not be limited to:

10.10.1.1 methods to determine the applicable cost, profit, and project distribution between the proposer and the Authority;

10.10.1.2 reasonable methods to determine and clarify toll rates or user fees;

10.10.1.3 acceptable safety and policing standards; and

10.10.1.4 other applicable professional, consulting, construction, operational and maintenance standards, expenses and costs.

10.10.2 The Authority may only enter into a CDA with private equity investment if the project which is the subject of the CDA is identified in TxDOT's unified transportation program or is located on a transportation corridor identified in a statewide transportation plan.

10.10.3 The Authority may not incur a financial obligation for a private entity that constructs, maintains, or operates a Transportation Project. A CDA must include a provision authorizing the Authority to purchase the interest of a private equity investor in a Transportation Project.

10.11 Authority Property Subject to a CDA. A Transportation Project (excluding a public utility facility) that is the subject of a CDA is public property and belongs to the Authority, provided that the Authority may lease rights-of-ways, grant easements, issue franchises, licenses, permits or any other lawful form of use to enable a private entity to construct, operate, and maintain a Transportation Project, including supplemental facilities. At the termination of any such agreement,

the Transportation Project shall be returned to the Authority in a state of maintenance deemed adequate by the Authority and at no additional cost to the Authority.

10.12 Payment For Submission of Detailed CDA Proposals.

10.12.1 The Authority may pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP under Section 10.6 a stipulated amount of the final contract price for any costs incurred in preparing that detailed proposal. Such amount may not exceed the lesser of the amount identified in the RFDP or the value of any work product contained in the proposal that can, as determined by the Authority, be used by the Authority in the performance of its functions. Use by the Authority of any design element contained in an unsuccessful detailed proposal is at the sole risk and discretion of the Authority and does not confer liability on the recipient of the stipulated amount under this Section.

10.12.2 After payment of the stipulated amount, if any, the Authority shall own the exclusive rights to, and may make use of, any work product contained in the detailed proposal, including technologies, techniques, methods, processes, and information contained in the project design. In addition, the work product contained in the proposal becomes the property of the Authority.

10.13 Confidentiality of Negotiations for CDAs. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a CDA to the extent permitted by Transportation Code §370.307. The Authority shall notify any proposer whose information is submitted in connection with the process for entering into a CDA is the subject of a Public Information Act request received by the Authority.

10.14 Performance and Payment Security.

10.14.1 The Authority shall require any private entity entering onto a CDA to provide a performance and payment bond or an alternative form of security in an amount sufficient to insure the proper performance of the agreement and protect the Authority and payment bond beneficiaries who have a direct contractual relationship with the private entity or a subcontractor of the private entity to supply labor or material. A performance or payment bond or alternative form of security shall be in an amount equal to the cost of constructing or maintaining the project, provided that if the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

10.14.2 An alternative form of security may not be utilized unless requested by the private entity proposing to enter into a CDA. Such request shall include an explanation as to why an alternative form of security is appropriate, the form of alternative security to be utilized, and the benefits and protections provided to the Authority through use of the requested form of alternative security. A decision on whether to accept alternative forms of security, in whole or in part, shall be at the sole discretion of the Authority.

10.14.3 A payment or performance bond or alternative form of security is not required for that portion of a CDA that includes only design or planning services, the performance of preliminary studies, or the acquisition of real property.

10.14.4 In no event may the amount of the payment security be less than the performance security.

10.14.5 Alternative forms of security may be permitted or required in the following forms:

10.14.5.1 a cashier's check drawn on a financial entity specified by the Authority;

10.14.5.2 a U.S. Bond or Note;

10.14.5.3 an irrevocable bank letter of credit; or

10.14.5.4 any other form of security determined suitable by the Authority.

10.15 Legal Sufficiency Review. The Authority may require a private entity engaged in post-submission discussions or negotiations with the Authority concerning a proposed CDA to pay for or reimburse the Authority for an examination fee assessed in connection with the legal sufficiency review by the Texas Attorney General required by Section 371.051 of the Texas Transportation Code. The Authority may elect to make the cost of the examination fee non-refundable in the event that the CDA is not executed.

SECTION 11. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

11.1 Design-Build and Design-Build-Finance Agreements Allowed. The Authority may use the design-build or design-build-finance method to procure the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alternation, or repair of a Transportation Project. The Authority may not, however, enter into more than two (2) design-build or design-build-finance agreements in any fiscal year.

11.2 Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this Section 11. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts ("ATCs") and value added concepts ("VACs") from proposers.

11.3 Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority's representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority's general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the Authority must provide for (through existing engineering resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design build contractor. Any engineer or firm selected pursuant to this Section 11.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

11.4 Requests for Qualifications. The Authority must solicit proposals for a design-build or design-build-finance agreement by issuing a Request for Qualifications (“RFQ”). The Authority shall publish the RFQ (or notice of availability of the RFQ) in the *Texas Register* and post it on the Authority’s website.

11.4.1 An RFQ issued by the Authority shall include the following information: (1) information regarding the proposed project’s location, scope, and limits; (2) information regarding funding that may be available for the project and a description of the financing to be requested from the design-build contractor, as applicable; (3) the criteria that will be used to evaluate the proposals, which must include the proposer’s qualifications, experience, technical competence, and ability to develop the project; (4) the relative weight given to the criteria; and (5) the deadline by which proposals must be received by the Authority.

11.4.2 The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 11.4.

11.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

11.5.1 The Authority shall review responses to an RFQ submitted in accordance with Section 11.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of Section 11.6. The Authority may include an interview as part of its evaluation process.

11.5.2 The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under Section 11.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the procurement process.

11.6 Requests for Detailed Proposals.

11.6.1 The Authority shall issue a request for detailed proposals (“RFDP”) to all proposers qualified or short-listed in accordance with Section 11.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information: (1) information on the overall project goals; (2) the Authority’s cost estimates for the design-build portion of the work; (3) materials specifications; (4) special material requirements; (5) a schematic design approximately thirty percent (30%) complete; (6) known utilities; (7) quality assurance and quality control requirements; (8) the location of relevant structures; (9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses; (10) available geotechnical or other detailed instructions for preparing the information related to the project; (11) the status of the environmental review process; (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected; (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the

technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events;

(16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.

11.6.2 An RFDP under this Section 11.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical proposal under this Section 11.6 must address the following: (1) the proposer's qualifications and demonstrated technical competence (exclusive of information included in the proposer's response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 11.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.

11.6.3 The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

11.6.4 In developing and preparing to issue an RFDP in accordance with Section 11.6(a), the Authority may solicit input from entities qualified under Section 11.5 or any other person.

11.6.5 If the Authority provides for the submission of ATCs and/or VACs, the Authority shall establish a process for submission and review of ATCs and/or VACs prior to submission of a technical proposal. Only those ATCs and/or VACs approved by the Authority may be included in an entity's technical proposal. The Authority shall notify a proposer whether its ATCs and/or VACs are approved for inclusion in the technical proposal.

11.6.6 The Authority may conduct meetings with or interview proposers submitting a response to an RFDP.

11.7 Evaluation and Ranking of Detailed Design-Build and Design-Build-Finance Proposals. The Authority shall first open evaluate, and score each responsive technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. The Authority shall then rank the proposers in accordance with the formula provided in the RFDP.

11.8 Unapproved Changes to Team. The Authority may reject as nonresponsive a proposal that makes a significant change to the composition of the proposer's design-build team as initially submitted that was not approved by the Authority.

11.9 Contract Negotiations.

11.9.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 11.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

11.9.2 If the RFDP provides for payment of a stipend to unsuccessful proposers, the Authority may include in the negotiations ATCs and/or VACs approved for inclusion in RFDP responses of other proposers.

11.9.3 The Authority may establish a deadline for the completion of negotiations for a design-build or design-build-finance agreement. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.

11.9.4 In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a design-build or design build-finance agreement for the project which is the subject of the procurement process.

11.9.5 Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 11.9 if detailed proposals have been submitted to the Authority.

11.10 Payment for Submission of Detailed Design-Build or Design-Build-Finance Proposals.

11.10.1 Pursuant to the provisions of an RFDP, the Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP a stipend for work product contained in the proposal. The stipend must be specified in the RFDP and must be at least two-tenths of one percent (.002) of the contract amount, provided that the stipend shall not exceed the value of the work product contained in the proposal to the Authority.

11.10.2 After payment of the stipend, the Authority may make use of, any work product contained in the detailed proposal, including techniques, methods, processes, and information contained in the proposal. In addition, the work product contained in the proposal becomes the property of the Authority.

11.11 Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements. The Authority shall use its best efforts to protect the confidentiality of information generated

and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

11.12 Performance and Payment Security.

11.12.1 The Authority shall require a design-build contractor to provide a performance and payment bond, an alternative form of security, or a combination of a performance and payment bond and alternative security in an amount equal to the cost of constructing or maintaining the project. If, however, the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

11.12.2 A payment or performance bond or alternative form of security is not required for that portion of a design-build or design-build-finance agreement that includes only design services only.

11.12.3 Alternative forms of security may be permitted or required in the following forms:

11.12.3.1 a cashier's check drawn on a financial entity specified by the Authority; (2) a U.S. Bond or Note; (3) an irrevocable bank letter of credit drawn from a federal or Texas chartered bank; or (4) any other form of security determined suitable by the Authority.

SECTION 12. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS

12.1 Voluntary GSC Program. Pursuant to and in accordance with §2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

12.2 Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

12.3 Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one (1) or more cooperative purchasing programs with local governments or local cooperative programs.

12.4 Interlocal Agreements. Subject to limitations imposed by State law, the Authority may enter into inter-local agreements with TxDOT, Hidalgo County, and other governmental entities to procure goods and services from or through them and/or utilize their established certifications and registries.

12.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a

cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

SECTION 13. EMERGENCY PROCUREMENTS

13.1 Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, buildings, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

13.1.1 Before a contract is awarded under this Section, the Executive Director or his designee must certify in writing the fact and nature of the emergency giving rise to the award.

13.1.2 To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.

13.1.3 A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.

13.1.4 After an emergency is certified, if there are three (3) or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three (3) qualified contractors. The Authority will notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this policy as required to procure construction or goods and services, as the case may be.

SECTION 14. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

14.1 Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the Authority's discretion.

14.2 Trade-In for New Property. Notwithstanding Subsection 14.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

14.3 Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a

previously accepted purchase contract is considered a bid under Subsection 14.1.

14.4 Sale to State, Counties, etc. Notwithstanding Subsection 14.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

14.5 Failure to Attract Bids. If the Authority undertakes to sell property under Subsection 14.1 and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

14.6 Terms of Sale. All salvage or surplus property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole and absolute discretion.

14.7 Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

14.8 Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two (2) issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

* * *

Schedule 2.4(a)

FORM CIQ CONFLICTS OF INTEREST QUESTIONNAIRE
FOR VENDOR AND OTHER PERSONS DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

Schedule 2.4(b)

FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

SCHEDULE 3

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS
DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/16/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-03 – APPROVAL OF SUPPLEMENTAL 1 TO WORK AUTHORIZATION 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATLAS TECHNICAL CONSULTANT TO PROVIDE INDEPENDENT ASSURANCE TESTING FOR THE 365 TOLLWAY PROJECT**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Supplemental 1 to Work Authorization 1 to provide Independent Assurance testing

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Approval of Resolution 2024-03 – Approval of Supplemental 1 to Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants to provide Independent Assurance Testing for the 365 Tollway Project as presented.**

6. Program Manager’s Recommendation: Approved Disapproved X None

7. Planning Committee’s Recommendation: Approved Disapproved X None

8. Board Attorney’s Recommendation: Approved Disapproved X None

9. Chief Auditor’s Recommendation: Approved Disapproved X None

10. Chief Financial Officer’s Recommendation: Approved Disapproved X None

11. Chief Development Engineer’s Recommendation: Approved Disapproved X None

12. Chief Construction Engineer’s Recommendation: X Approved Disapproved None

13. Executive Director’s Recommendation: X Approved Disapproved None

Atlas Technical Consultants



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

- CMT Service
- Environmental
- Engineering
- Geo-Technical
- Surveying
- ROW

WORK AUTHORIZATION SUMMARY

RESOLUTION 2024 - 03

Work Authorization # 1 Supplemental # 1

Amount \$ 524,009.00

Approved Work Authorizations:

Resolution No.	Description	Amount
2021-48	CMT Quality Assurance Program - 365 Tollway	\$ 402,877.44

Subtotal from Cont. Page \$ 0.00

Total Approved WA \$ 402,877.44

Proposed Work Authorization and/or Supplemental

2024-03	CMT Independent Assurance Testing - 365 Toll	\$ 524,009.00
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Goals and Options:

Provide Independent Assurance Testing for the 365 Tollway Project from February 2024 until December 2025.

Staff is recommending approval of this request in the amount of \$ 524,009.00
Proposed total approved WA and/or Supplementals \$ 926,886.44

Pilar Rodriguez
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-03

**APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION 1
TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATLAS TECHNICAL
CONSULTANTS TO PROVIDE INDEPENDENT ASSURANCE TESTING FOR
THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 23rd day of January, 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX now Atlas Technical Consultants, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS on October 26, 2021 the Authority approved Resolution 2021-48 Approval of Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, for Construction Material Testing in the amount of \$402,877.44 for the 365 Tollway Project; and

WHEREAS the Authority finds it necessary to approve Resolution 2024-03 Approval of Supplemental 1 to Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants for Independent Assurance Testing for the 365 Tollway Project in the amount of \$22,783.00 per month from February 2024 until December 2025 in the aggregate amount of \$524,009.00.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Supplemental 1 to Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants, in the amount of \$524,009.00 to provide Independent Assurance Test for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Supplemental 1 to Work Authorization 1 with Atlas Technical Consultants., as approved by the Board.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of January 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Supplemental 1 to Work Authorization 1
to the
Professional Service
Agreement with
Atlas Technical Consultants
For
Independent Assurance Testing Services

**SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atlas Technical Consultants (the ENGINEER).

PART I. The ENGINEER will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the ENGINEER as well as the work schedule are further detailed in exhibits B which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under Supplemental 1 to Work Authorization 1 is \$524,009.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the ENGINEER’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the ENGINEER for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Engineering Services.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)
Marvin Garcia, PE

(Printed Name)
Vice President

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

Exhibit B Services to be provided by the ENGINEER

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER



January 15, 2024

Ramon Navarro, PE, CFM

Chief Construction Engineer, Hidalgo County Regional Mobility Authority

ramon.navarro@hcrma.net

956-402-4763

**Re: Work Authorization Basis of Cost – Additional Verification Services
Independent Assurance Firm
365 Toll Project**

Dear Mr. Navarro,

The following details the basis of cost for additional services related to Independent Assurance Testing on the 365 Toll Project as requested in your correspondence to Atlas on December 15, 2023. These additional services are in addition to the services outlined in our proposal letter dated October 11, 2021. Our additional services are outlined below:

- 100% Audit of Field and Laboratory materials test reports for the following construction elements:
 - Soils
 - Retaining Walls
 - Backfill and Bedding
 - Embankment
 - Concrete
 - Stabilized Subgrade
 - Hot-Mix Asphaltic Concrete (HMAC)
 - Other construction elements as requested by the HCRMA
- Monthly Audit Report to HCRMA summarizing our audit of materials test reports
- Attend In-person and virtual meetings as requested by HCRMA

Based on the attached budget estimate, we anticipate a budget on the order of \$22,782.90/month will be needed for the above additional services.

If you have any questions, please feel free to give me a call at 210-257-9250 or email at brett.haggerty@oneatlas.com

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Haggerty", with a stylized flourish at the end.

Brett Haggerty, PE
Project/General Manager

Cc: Dennis Turner, PE

Attachment: Work Authorization Fee Estimate

CMT Firm: PaveTex [ATLAS]



CMT Firm: PaveTex [ATLAS]			Monthly Estimate - Additional Services	
Personnel Classification	Contract Rate	Unit	Quantity	Total
Senior Project Manager / Principal	\$ 186.90	Hour	15	\$ 2,803.50
Project Engineer	\$ 133.98	Hour	30	\$ 4,019.40
Senior Project Inspector	\$ 99.75	Hour	160	\$ 15,960.00
Subtotal				\$ 22,782.90

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Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/16/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-05 – APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATLAS TECHNICAL CONSULTANT TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL 1 TO WORK AUTHORIZATION 1**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Supplemental 1 to Work Authorization 1 to provide Independent Assurance testing

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Approval of Resolution 2024-05 – Approval of Contract Amendment 1 to the Professional Service Agreement with Atlas Technical Consultants to increase the maximum payable amount for Supplemental 1 to Work Authorization 1 as presented.**

6. Program Manager’s Recommendation: Approved Disapproved X None

7. Planning Committee’s Recommendation: Approved Disapproved X None

8. Board Attorney’s Recommendation: Approved Disapproved X None

9. Chief Auditor’s Recommendation: Approved Disapproved X None

10. Chief Financial Officer’s Recommendation: Approved Disapproved X None

11. Chief Development Engineer’s Recommendation: Approved Disapproved X None

12. Chief Construction Engineer’s Recommendation: X Approved Disapproved None

13. Executive Director’s Recommendation: X Approved Disapproved None



Atlas Technical Consultants

- CMT Services
- Environmental
- Engineering
- Geo-Technical
- Surveying

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2024-05

Original Contract Amount **\$ 402,877**

Amendment # 1

Amount **\$ 524,009.00**

Approved Amendments:

Resolution No.	Description	Amount
2021-47	Main Contract with WA1	\$ 402,877.44

Subtotal from Cont. Page \$ 0.00

Contract Amount **\$ 402,877.44**

Proposed Amendment

2024-05 Contract Amendment 1 **\$ 524,009.00**

Goals and Options:

Increase maximum payable amount for Supplemental 1 to Work Authorization 1.

Staff is recommending approval of this request in the amount of \$ 524,009.00 for a Revised Maximum Payable Amount of \$ 926,886.44

R. Navarro, Const Eng

Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-05

APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATLAS TECHNICAL CONSULTANTS TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL 1 TO WORK AUTHORIZATION NUMBER 1

THIS RESOLUTION is adopted this 23rd day of January 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 26, 2021 the Authority approved Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of \$402,877.44; and

WHEREAS the Authority finds it necessary to approve Resolution 2024-05 Approval of Contract Amendment Number 1 to the Professional Service Agreement with Atlas Technical Consultants to increase the maximum payable amount for Supplemental 1 to Work Authorization 1 in the amount of \$524,009.00 for a revised maximum payable amount of \$926,886.44.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Contract Amendment 1 to the Professional Service Agreement with Atlas Technical Consultants to increase the maximum payable amount for Supplemental 1 to Work Authorization 1 in the amount of \$524,009.00 for a revised maximum payable amount of \$926,886.44, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment 1 to the Professional Service Agreement with Atlas Technical Consultants., as approved by the Board.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of January 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Contract Amendment 1
to the
Professional Service Agreement
with
Atlas Technical Consultants.

CONTRACT AMENDMENT NO. 1
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS CONTRACT AMENDMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atlas Technical Consultants (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$402,877.44 to \$926,886.44 for a total increase of \$524,009.00 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 1.

This Contract Amendment No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto and shall expire on December 31, 2025. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)
Marvin Garcia, PE

(Signature)
Pilar Rodriguez, PE

Vice President
(Title)

Executive Director
(Title)

(Date)

(Date)

Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-06 – CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 6 TO THAT CERTAIN CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY.**

2. Nature of Request: (Brief Overview) Attachments: Yes No
For Change Order Number 6 to the Construction Contract with Pulice Construction Inc.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No N/A

5. Staff Recommendation: **WResolution 2024-06 – Consideration and Approval of Chang Order Number 6 to that certain Construction Contract with Pulice construction, Inc. for the 365 Tollway, as presented.**

6. Program Manager’s Recommendation: Approved Disapproved None

7. Planning Committee’s Recommendation: Approved Disapproved None

8. Board Attorney’s Recommendation: Approved Disapproved None

9. Chief Auditor’s Recommendation: Approved Disapproved None

10. Chief Financial Officer’s Recommendation: Approved Disapproved None

11. Chief Development Engineer’s Recommendation: Approved Disapproved None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved None

13. Executive Director’s Recommendation: Approved Disapproved None

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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 01/15/2024 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 01/23/2024 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-07 – CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH THE CITY OF MISSION FOR PARTICIPATION IN UTILITY RELOCATION FOR THE 365 TOLLWAY.**

2. Nature of Request: (Brief Overview) Attachments: Yes No
For a Utility Relocation agreement with City of Mission.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No N/A

5. Staff Recommendation: **Resolution 2024-07 – Consideration and Approval of an agreement with the City of Mission for participation in utility relocation for the 365 Tollway, as presented.**

6. Program Manager’s Recommendation: Approved Disapproved None

7. Planning Committee’s Recommendation: Approved Disapproved None

8. Board Attorney’s Recommendation: Approved Disapproved None

9. Chief Auditor’s Recommendation: Approved Disapproved None

10. Chief Financial Officer’s Recommendation: Approved Disapproved None

11. Chief Development Engineer’s Recommendation: Approved Disapproved None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved None

13. Executive Director’s Recommendation: Approved Disapproved None

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Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 1/15/24 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 1/23/24 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2024-XX – APPROVAL OF AWARD OF CONTRACT TO JMJ CONSTRUCTION, INC., FOR THE GRANJENO WETLAND MITIGATION PROJECT**

2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of Award of Contract to JMJ Construction, Inc. for the Granjeno Wetland Mitigation Project

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Motion to approve Resolution 2023–08 Award of Contract to JMJ Construction, Inc. in the amount of \$3,299,980.00 for the construction of the Granjeno Wetland Mitigation Project, as presented.**

6. Program Manager’s Recommendation: Approved Disapproved X None

7. Planning Committee’s Recommendation: Approved Disapproved X None

8. Board Attorney’s Recommendation: Approved Disapproved X None

9. Chief Auditor’s Recommendation: Approved Disapproved None

10. Chief Financial Officer’s Recommendation: X Approved Disapproved None

11. Chief Development Engineer’s Recommendation: Approved Disapproved X None

12. Chief Construction Engineer’s Recommendation: X Approved Disapproved None

13. Executive Director’s Recommendation: X Approved Disapproved None



Memorandum

To: Pilar Rodriguez, PE, Executive Director
From: Ramon Navarro IV, PE, Chief Construction Engineer
Date: January 15, 2024
Re: **APPROVAL OF AWARD OF CONTRACT TO JMJ CONSTRUCTORS FOR THE CONSTRUCTION OF THE GRANJENO WETLAND MITIGATION PROJECT**

Background

The Granjeño Wetland Mitigation Project consists of the restoration of 23.88 acres of land planned specifically for wetland restoration of 80.2 acres of HCRMA property dedicated to wetlands to compensate environmental justice for impacts resulting from the 365 Toll project. The remaining acres of restored wetland area at the mitigation site will be held in reserve for application toward future projects within the watershed. The project consists of grading and compaction of approximately 19 Acres to establish a wetland which includes placement of a clay liner and plant root zone soil strata. It also includes berm grading and compaction of approximately 6 Acres of upland area. Construction of an access driveway and road including maintenance and brush clearing/tree trimming, of a groundwater well with controls and approximately 3,000 linear feet of PVC pipe distribution, and a security fence for the groundwater well and associated equipment.

On Wednesday, December 6, 2023, a Bid Opening for Project BID#2023-001, the Granjeño Wetland Mitigation Site (Granjeño) Project took place. We received two electronic bids via CivCast. The bids are as follows:

<u>Estimate</u>	<u>\$2,630,000.0</u>	<u>% Over/Under</u>	<u>Contractor</u>
Bidder 1	\$3,299,980.00	25.5%	JMJ Constructors Alton, TX
Bidder 2	\$5,117,103.16	94.6%	MitRes Services LLC Hallsville, TX

The Engineer's Opinion of Probable Construction Cost for the project was \$2,630,000. The low bidder is \$669,980 over the Engineer's estimate.

Goal

The Authority has formally procured construction; however, the low bidder is over the Engineer's estimate. Staff recommends that the project be awarded to the lowest, responsive and responsible bidder.

Options

The Board of Directors may choose to not approve the award of contract, reject all bids and re-advertise the project.

Recommendation

Based on review by this office, it is recommended to award the construction contract to the lowest, responsive and responsible bidder **JMJ Constructors** in the amount of **\$3,299,980.00** for construction of the Project.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION
2023-08

**APPROVAL OF AWARD OF CONTRACT TO JMJ CONSTRUCTORS FOR
THE CONSTRUCTION OF THE GRANJENO WETLAND MITIGATION
PROJECT**

THIS RESOLUTION is adopted this 23rd day of January, 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the development of the 365 Toll project (the "Project");

WHEREAS, the Project was environmentally cleared in 2015;

WHEREAS, the U.S. Army Corps of Engineers issued Individual Permit No. SWG-2013-00175 (the "Permit") for the Project;

WHEREAS, the Permit requires the Authority to conduct a compensatory wetland mitigation (the "Mitigation Plan");

WHEREAS, the Permit additionally requires that the area on which the Mitigation Plan is to be conducted be covered by a conservation easement held by an approved wildlife conservation organization in perpetuity, which easement is to be recorded in the real property records of Hidalgo County, Texas (the "Conservation Easement");

WHEREAS, the Valley Land Fund Inc., a Texas non-profit corporation, is a wildlife conservation organization established to preserve, enhance, and expand the native wildlife habitat of the Rio Grande Valley;

WHEREAS, the governing body of the Valley Land Fund Inc. has or will approve its acceptance of the Conservation Easement; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to provide the open space and environmental values described in the Conservation Easement;

WHEREAS, on August 24, 2021 the Board authorized Executive Director, to accept and execute the Conservation Easement, as approved by the Valley Land Fund Inc. in final form and have the same recorded in the real property records of Hidalgo County, Texas

WHEREAS the Authority publicly advertised and conducted a mandatory attendance, Pre-bid Meeting on Tuesday, November 21, 2023; 2:00 P.M. C.S.T., at the Hidalgo County Regional Mobility Authority Offices; the HCRMA entertained Questions / RFI's via the project's CivCAST listing, and provided timely answers up and till 3:00 P.M. C.S.T. on Wednesday, November 29, 2023

WHEREAS, at 2:45PM on December 6, 2023 the Authority received two (2) formal sealed, electronic bids for the Project; and at 3:05 p.m., the Authority opened and read into the record two (2) formal sealed, electronic bids for the Project from: (i) JMJ Constructors, (ii) and MitRes Services, LLC. in amounts ranging from \$3,229,980.00 to \$5,117,103.16 for construction of the Project; and

WHEREAS, pursuant to the Act the Board finds that awarding the construction contract to JMJ Constructors in the amount of \$3,229,980.00 for construction of the Project is in the best interest of the Authority; HCRMA Staff and GEC (HDR) reviewed proposals;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby awards the Granjeno Wetland Mitigation Project to JMJ Constructors and approves the Contract attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 23rd day of January, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

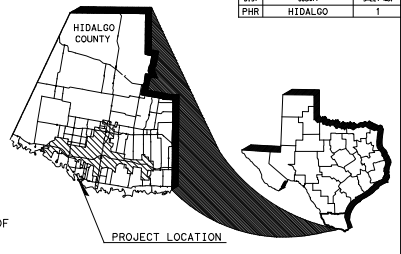
**ATTACH CONTRACT
&
ATTACH PLANS**

HCRMA GRANJENO WETLAND MITIGATION SITE
 COUNTY: HIDALGO
 PROJECT: WETLAND MITIGATION
 DATE: 8/2/2022
 TIME: 10:09:37 AM

SHEET NO.	DESCRIPTION
1	GENERAL
2	TITLE SHEET
3	PROPOSED TYPICAL SECTION
4	GENERAL NOTES
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39	SW3P
40	SW3P SHEETS
41	SW3P STANDARDS
42	EC(1)-16
	EC(2)-16
	EC(3)-16
	EC(5)-16

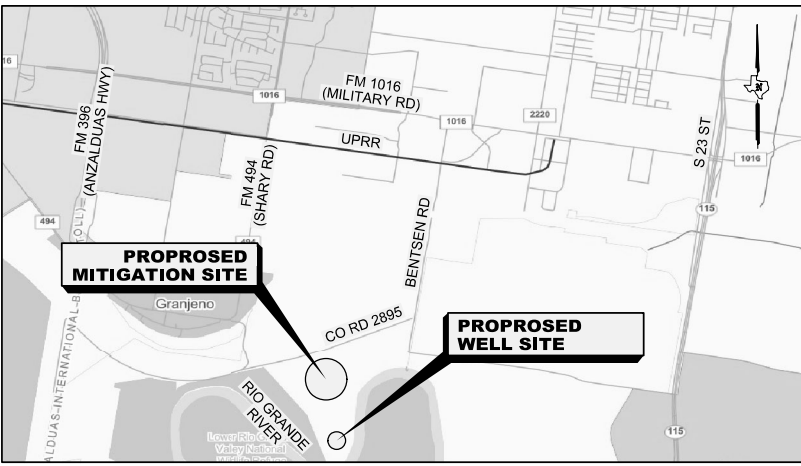
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED WETLAND MITIGATION SITE



CONSTRUCTION OF

A WETLAND MITIGATION SITE CONSISTING OF 26.51 ACRES OF LAND INCLUDING 23.89 ACRES PLANNED SPECIFICALLY OF WETLAND RESTORATION. IMPROVEMENTS INCLUDE DE-COMPACTION OF SOILS, REGRADING, DRAINAGE STRUCTURES, IRRIGATION STRUCTURES, CULVERT STRUCTURES, AND INSTALLATION OF SPECIFIED VEGETATION.



FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
 CONTRACTORS NAME: _____
 CONTRACTORS ADDRESS: _____
 LETTING DATE: _____
 DATE WORK BEGAN: _____
 DATE WORK COMPLETED: _____
 DATE OF ACCEPTANCE: _____
 CHANGE ORDERS & SUPP. AGREEMENTS : _____

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

APPROVED FOR LETTING : <input type="checkbox"/>	APPROVED FOR LETTING : <input type="checkbox"/>
HCRMA, CHAIRMAN	HCRMA, EXECUTIVE DIRECTOR
APPROVED FOR LETTING : <input type="checkbox"/>	APPROVED FOR LETTING : <input type="checkbox"/>
HCRMA, CHIEF CONSTRUCTION ENGINEER	HCRMA, CHIEF DEVELOPMENT ENGINEER
SUBMITTED FOR LETTING : <input type="checkbox"/>	
DANNENBAUM ENGINEERING, PROGRAM MANAGER	



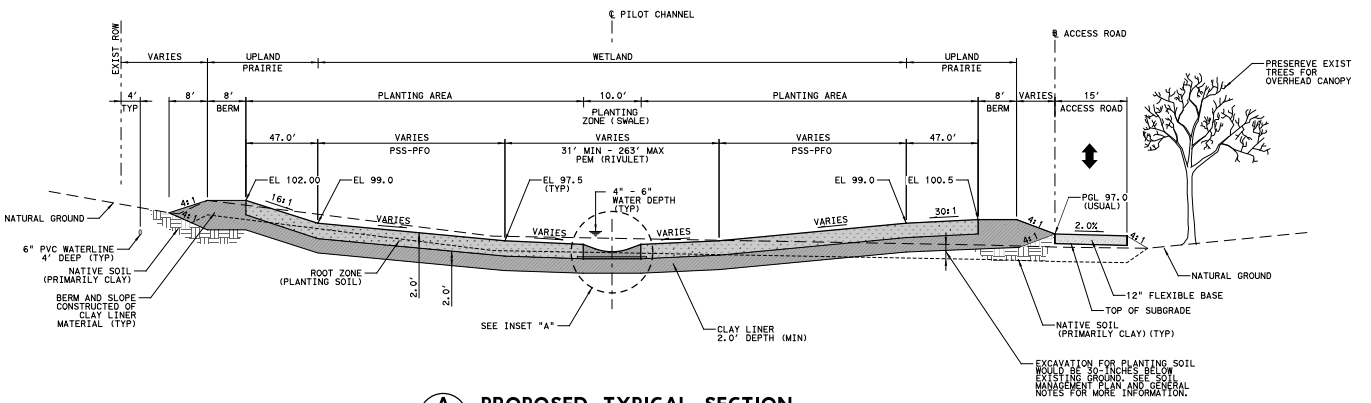
HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

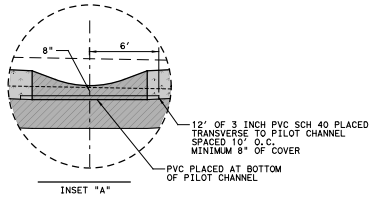


HDR
 Firm Registration No. F-754
 4626 Loop Central Drive, Suite 800
 Houston, Texas 77081-2220
 713.622.9264





A PROPOSED TYPICAL SECTION



DATE: 10/24/2023
FILE SHEET: Typical Section Sheet

HCRMA GRANJENO
WETLAND MITIGATION SITE
PROPOSED TYPICAL SECTIONS

SCALE: N.T.S.		SHEET 1 OF 1	
CS No.		HSDM#	
DT		365 TOLL	
CS No.		DIST	COUNTY
DT		PHR	HILADGO
CS No.			SHEET NO. 3

EXCAVATION FOR PLANTING SOIL EXISTING GROUND SURFACE SHALL BE AS SHOWN IN MANAGEMENT PLAN AND GENERAL NOTES FOR MORE INFORMATION.

GENERAL NOTES

- CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING UTILITIES. UTILITY COMPANIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

CITY OF MCALLEN	(956) 681-1600
CITY OF MISSION	(956) 580-8780
CITY OF GRANJENO	(956) 519-0032
AMERICAN ELECTRIC POWER	(956) 361-2024
MAGIC VALLEY CO.	(956) 289-4049
- THE CONTRACTOR SHALL EXPOSE ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT PRIOR TO START OF CONSTRUCTION.
- ALL EXISTING UTILITIES SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE HCRMA IS RESPONSIBLE FOR THE ACCURACY OF THEIR LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 1-800-245-4545 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY WORK.
- OVERHEAD ELECTRIC LINES EXIST WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL LOCATE THESE LINES BOTH OVERHEAD AND UNDERGROUND PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS MAY COME WITHIN 8 FEET OR EQUIPMENT WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. THE CONTRACTOR IS LEGALLY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED, CALL AMERICAN ELECTRIC POWER AT (956) 283-2462.
- THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE UNDERGROUND UTILITIES.
- IN THE EVENT EXISTING UTILITY LINES (ELECTRICAL, COMMUNICATION, CABLE, GAS, ETC.) NEED UNFORESEEN ADJUSTMENTS THE CONTRACTOR WILL PROSECUTE HIS WORK IN SUCH A MANNER AND SEQUENCE AS TO ALLOW THE NECESSARY ADJUSTMENTS TO BE DONE BY THE UTILITY OWNER.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL ADJUSTMENTS IN THE PROJECT CONSTRUCTION SEQUENCE, WHICH MAY BE NEEDED BECAUSE OF CONFLICTS WITH UTILITIES OR UNFORESEEN PROJECT CONDITIONS.
- CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION AND TRENCH SAFETY.
- CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAYS OR PROVIDE / MAINTAIN ALTERNATIVE ALL WEATHER ROUTES.
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL. ANY MODIFICATIONS TO THE PREPARED TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE ENGINEER SEVEN (7) CALENDAR DAYS IN ADVANCE FOR REVIEW AND APPROVAL.
- TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT.
- ANY DAMAGE TO FENCES, WALKS, LANDSCAPING OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE AT NO ADDITIONAL EXPENSE TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING CONSTRUCTION MATERIALS TESTING.
- THE CONTRACTOR SHALL CONSTRUCT ALL PLAN IMPROVEMENTS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY THE HCRMA IN WRITING FIFTEEN (15) DAYS PRIOR TO COMMENCING CONSTRUCTION.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IMMEDIATELY TO EXISTING CONDITIONS OR BETTER TO ENSURE CONTINUED DRAINAGE OF THE PROJECT AREA.
- CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS, AND TREES ALONG AREAS OF EXCAVATION AND CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN A SET OF REDLINE DRAWINGS. THE CONTRACTOR SHALL RECORD AS-BUILT CONDITIONS OF IMPROVEMENTS DURING CONSTRUCTION. THESE REDLINE MARKED UP DRAWINGS WILL BE SUBMITTED TO THE ENGINEER WHO WILL TRANSFER THE AS-BUILT INFORMATION ONTO THE ORIGINAL PLAN FILE DRAWINGS, LABELING EACH SHEET IN THE SET AS RECORD DRAWINGS, AND RETURNING SAME TO THE HCRMA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING OR RE-ESTABLISHING REFERENCE/CONTROL SURVEY MONUMENTS DESTROYED, DISTURBED, OR BURIED AS A RESULT OF CONSTRUCTION.
- ALL EXISTING PAVEMENTS, WHICH ARE DAMAGED BY THE CONTRACTOR IN THE PROCESS OF HIS WORK, SHALL BE REPLACED IMMEDIATELY AND AS DIRECTED BY THE ENGINEER.

ENVIRONMENTAL GENERAL NOTES

- EXISTING ROAD WITHIN MITIGATION SITE TO BE DECOMMISSIONED BY REGRADING OR EXCAVATION AS NEEDED TO MEET SITE DESIGN REQUIREMENTS.
- ALL GRASS/WOODS ON THE EXISTING SITE WITHIN THE BOUNDARIES OF THE 23.89 ACRES DEVELOPMENT WILL BE BURNED THROUGH A PRESCRIBED CONTROL BURN, MOWED OR HARVESTED FOR HAY AND SITE LEFT UNDISTURBED A MINIMUM OF 7 DAYS THEN TREATED WITH GLYPHOSATE HERBICIDE AT MANUFACTURER'S RECOMMENDED RATE FOR GRASSES/NEED CONTROL, FOLLOWED BY RE-MOWING (IF NOT BURNED OR HARVESTED INITIALLY) AFTER 10 DAYS FROM TREATMENT AND RE-TREATMENT WITH GLYPHOSATE A MINIMUM OF 7 DAYS AFTER SECOND MOWING. NOTES: 1) THE PRESCRIBED BURN OPTION MUST CONDUCTED AND SUPERVISED BY A CERTIFIED AND INSURED PRESCRIBED BURN MANAGER IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF AGRICULTURE AND A PRESCRIBED BURN PLAN PREPARED AND APPROVED WITHIN 60 DAYS PRIOR TO THE BURN EVENT; 2) THE GLYPHOSATE HERBICIDE MUST NOT CONTAIN ADDITIONAL AGENTS INTENDED FOR CONTROL OF AQUATIC PLANTS; AND 3) CONTRACTORS SHALL COMPLY WITH ALL STATE AND COUNTY LICENSING/PERMITTING REQUIREMENTS FOR HERBICIDE APPLICATION INCLUDING A LICENSED AND INSURED PESTICIDE/HERBICIDE APPLICATOR AND BEST MANAGEMENT PRACTICES FOR PREVENTING RELEASE OR SPILL INTO CREEKS OR DRAINAGES SUCH AS AVOIDANCE OF APPLICATION WITHIN 24 HOURS PRIOR TO AN ANTICIPATED RAIN EVENT, AS APPLICABLE. REMOVE ALL VEGETATION (TREES AND SHRUBS) WITH TRUNKS, BRANCHES, STALKS, ETC., LARGER THAN 1" IN DIAMETER.
- SCARIFY AND MIX THE DEAD ORGANIC MATERIALS INTO THE UPPER 24 INCHES OF EXISTING SOIL IN AREAS A, B, AND C (NOT AREA D). REMOVE THE UPPER 30 INCHES OF PROCESSED SOIL AND DEAD ORGANIC MATERIALS FROM AREAS A, B, AND C. DURING THE EXCAVATION PROCESS THE SOILS FROM AREAS A, B, AND C SHOULD BE STOCKPILED IN A MANNER IN WHICH EQUAL PORTIONS OF PROCESSED SOIL AND DEAD ORGANIC MATERIALS FROM AREAS A, B, AND C ARE IN EACH STOCKPILE. THESE STOCKPILES WILL BECOME THE PLANTING SOIL WITHIN THE WETLAND. REAPPLY HERBICIDES ON THESE STOCKPILES DIRECTED BY THE OWNERS AUTHORIZED REPRESENTATIVE (OAR).
- FOLLOWING PLANTING SOILS PLACEMENT AND PRIOR TO PLANTING, SITE WATER SUPPLY EQUIPMENT, INCLUDING PIPING, DIFFUSERS AND TEMPORARY SPRINKLERS SYSTEMS SHALL BE INSTALLED AND TESTED. NOTES: FULL SITE FLOODING OR IRRIGATION OTHER THAN SPRINKLERS, SHOULD NOT OCCUR UNTIL WETLAND PLANTING IS COMPLETED.
- THE WETLAND PORTION OF THE SITE WILL BE PLANTED BASED UPON THE COMMERCIALY AVAILABLE WETLAND PLANTS/SEED STOCKS AVAILABLE FOR THE SPECIES IDENTIFIED IN THE HCRMA GRANJENO MITIGATION PLAN AMENDED PLANT LIST AT THE DENSITIES AND IN THE ZONES IDENTIFIED ON THE PLAN SHEET IN THE FOLLOWING GENERAL ORDER: 1) AREAS TO BE SEEDDED WILL BE PLANTED WITH THE HCRMA APPROVED SEED MIXTURE USING A SEED DRILL THROUGHOUT THE ZONES/AREAS IDENTIFIED ON THE PLAN; 2) PLANT SPECIES STOCK RECEIVED AS BARE ROOT SEEDLINGS/SHOOTS/SPRIGS WILL BE PLANTED BY HAND AND AS RECOMMENDED BY THE SUPPLYING NURSERY TO MAINTAIN WARRANTY COMPLIANCE IN THE PORTIONS OF ZONES OR AREAS IDENTIFIED ON THE PLAN SHEET FOR THOSE SPECIES OR PLANT GROUPS; 3) PLANTS RECEIVED AS CONTAINERIZED OR POTTED SHALL BE PLANTED IN PRE-PREPARED HOLES APPROXIMATELY TWICE THE SIZE CONTAINER WITH BACKFILLING TO DEPTH WHERE THE PLANT TOP OF ROOT IS SLIGHTLY AT OR ABOVE THE SURFACE OR AS OTHERWISE RECOMMENDED BY THE SOURCE NURSERY TO COMPLY WITH WARRANTY REQUIREMENTS; 4) IMMEDIATELY AFTER COMPLETION OF WETLAND SITE PLANTING, PLANTS AND SEEDED AREAS WILL BE IRRIGATED BY SPRINKLING IF NOT ALREADY MOIST FROM PREVIOUS INTERIM SPRINKLING THEN SITE SLOWLY FLOOD IRRIGATED TO ATTAIN SATURATION TO SOIL SURFACE WITHOUT STANDING WATER IN ANY SEEDED AREAS TO PREVENT SEEDS FROM BEING WASHED OUT. UPON SEEDLING DEVELOPMENT OF GREATER THAN 1 INCH IN HEIGHT, SLOW FLOODING IRRIGATION MAY COMMENCE UNTIL THE SITE SOILS REACH SATURATION ACROSS THE SURFACE OF THE ENTIRE WETLAND MITIGATION AREA.
- THE UPLAND PRAIRIE PORTIONS OF THE SITE WILL BE SEEDDED/PLANTED WITH SPECIES IDENTIFIED IN THE HCRMA GRANJENO MITIGATION PLAN AMENDED UPLAND PLANT LIST AT THE DENSITIES AND IN THE ZONES IDENTIFIED ON THE PLAN SHEET. TREE AND SHRUB PLANTINGS ALONG THE UPLAND EDGE OF THE WETLAND SITE WILL BE INSTALLED USING CONTAINERIZED TREES OR BARE-ROOT SEEDLING STOCK, DEPENDING ON THE AVAILABILITY. BARE-ROOT SEEDLINGS, IF UTILIZED, WILL BE PLANTED BY HAND USING A DIBBLE BAR OR SIMILAR PLANTING DEVICE.
- PLANTINGS THAT DO NOT DEMONSTRATE ACCEPTABLE SURVIVAL RATES (AS OUTLINED BELOW) AT THE END OF THE FIRST FULL GROWING SEASON FOLLOWING PLANTING WILL REQUIRE SUPPLEMENTAL PLANTING EFFORTS.
- LARGE TREES IN THE UPLAND PORTION OF THE PROJECT AREA (BUT NOT INSIDE THE BERMS) WILL BE PRESERVED WHERE POSSIBLE AND GRADING AND DE-COMPACTION WILL BE PERFORMED IN SUCH A WAY TO NOT DAMAGE ROOT SYSTEMS.

NOTE:

ALL WORK TO BE PERFORMED UNDER THE SUPERVISION OF A HCRMA DESIGNATED BIOLOGIST, OR OTHER PERSONNEL AS OUTLINED ABOVE.

TABLE 4-2: SUGGESTED SPECIES FOR HERBACEOUS WETLAND AREAS

COMMON NAME	SCIENTIFIC NAME
BUSHY BLUESTEM	ANDROPOGON
MALE'S FAT	BACCHARIS SALICIFOLIA
TEXAS BERGIA	BERGIA TEXANA
SPINY CHLORACANTHA	CHLORACANTHA SPINGOSA
BLUE MISTFLOWER	CONOCLINIUM
BEARDED FLATSEDE	CYPERUS SQUARROSIUS
JOINTED FLAT SEDE	CYPERUS ARTICULATUS
RED-ROOT FLAT SEDE	CYPERUS ERYTHORRHIZOS
FRAGRANT FLATSEDE	CYPERUS OORATUS
POND FLAT SEDE	CYPERUS OCHRACEUS
RUSTY FLAT SEDE	CYPERUS OORATUS
MANY-SPIKE FLAT SEDE	CYPERUS POLYSTACHYOS
GREEN FLAT SEDE	CYPERUS VIRENS
CANADA SKESEDE	ELEOCHARIS GENICULATA
LITTLE-HEAD SPIKE-RUSH	ELEOCHARIS PARVULA
LOUISIANA CUP GRASS	ERIOCHLOA PUNCTATA
LARGE LEAF PENNYWORT	HYDROCOOTYLE BONARIEN
BIG-FOOT WATER-CLOVER	MARSILEIA MACROPODA
BANANA WATER-LILY	NYMPHAEA MEXICANA
LONGTOM	PASPALUM
CHAIRMAKER'S BULRUSH	SCHONENOPLECTUS
SOFTSTEM BULRUSH	SCHONENOPLECTUS

SUGGESTED SPECIES FOR UPLAND PLANTING AREAS

SIDEOTS GRAMA	BOUTELOUA
BLUE GRAMA	BOUTELOUA GRACILIS
HOARY BOWLESIA	BOWLESIA INCANNA
GRANJENO	CELTIS PALLIDA
BRASIL	CONDALCIA HOOKERI
TEXAS EBONY	EBENOPSIS EBANO
ANAKUA	EBRETIA ANAKUA
ELBOWBRUSH	FORESTIERA
GUAYACAN	GUAIACUM
TENAZA	HAVARDIA PALLENS
MEXICAN PALO-VERDE	PARKINSONIA ACULEATA
DIAMONDLEAF FOGFRUIT	PHYLIA STRIGULOSA
PLAINS BRISTLE GRASS	SETARIA LEUCOPILIA



HCRMA GRANJENO WETLAND MITIGATION SITE GENERAL NOTES

DATE: 8/2/2022 FILED: 7/27/25 (ENR-01)

SHEET 1 OF 1

DATE	8/2/2022	SCALE	AS SHOWN
BY	HAR	CHECKED	365 TOLL
DATE		COUNTY	SHEET NO.
DATE		PHR	HILDALE
			4

PAUL ANDREW SAKAI
WARRANTY DEED,
DOCUMENT, No. 2488271, H.C.O.R.
FLOODWAY AND LEVÉE EASEMENT TO UNITED STATES OF AMERICA
E.D. VOLUME 1951, PAGE 759, H.C.O.R.

PAUL ANDREW SAKAI
WARRANTY DEED,
DOCUMENT, No. 2488271, H.C.O.R.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,
DEED, DOCUMENT, No. 2820272, H.C.O.R.

20.632 ACRES

ACCRETION FROM
THE RIO GRANDE RIVER

P.O.B.

CASABLANCA REAL ESTATE OPERATING, L.P.
SPECIAL WARRANTY DEED,
DOCUMENT NUMBER 3098918, H.C.O.R.

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 3. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
 4. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999950.
 5. ELEVATION DATUM PER NAVD 88 (GEOID 2003)

FLOOD ZONE

ZONE "A"
AREAS OF 100-YEAR FLOOD, BASE FLOOD
ELEVATIONS AND FLOOD HAZARD FACTORS
NOT RETURNED.
COMMUNITY PANEL NUMBER: 480334 8475 C
MAP REVISED JANUARY 2, 1981

LEGEND

- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- FOUND CONCRETE MONUMENT
- ⊕ POWER POLE
- ⊙ SERVICE POLE
- ⊕ POWER POLE WITH LIGHT
- ⊕ IRRIGATION VALVE
- ⊕ MUX/ANGLE LOWER LEG
- CHAIN LINK FENCE
- OVERHEAD POWER LINE
- CANAL/DITCH LINE
- RIO GRANDE RIVER
- CONCRETE AREA
- CALICHE DRIVEWAY
- DIRT DRIVEWAY
- H.C.O.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.W. COR. - SOUTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- N.T.S. - NOT TO SCALE
- W.D. - WARRANTY DEED
- A.S.D. - ASSIGNMENT DEED
- E.D. - EASEMENT DEED
- N - SAME OWNER

Line #	Direction	Length
"1"	S 46° 58' 20" E	179.77'
"2"	S 70° 14' 20" E	148.17'
"3"	N 52° 02' 02" E	54.81'
"4"	S 21° 23' 10" E	15.80'
"5"	S 21° 23' 10" E	49.00'

P.O.C.
2014 NATIONAL GEODETIC
SURVEY WILSON MONUMENT
NORTHING: 16571058.717
EASTING: 1552970.973

PLAT SHOWING
30.123 ACRES CONSISTING OF:
20.632 ACRES BEING OUT OF LAS
RUELAS BANCO NO. 141
AND 9.491 ACRES OUT OF ACCRETION
FROM THE RIO GRANDE RIVER
CITY OF MISSION,
HIDALGO COUNTY, TEXAS



I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 5/16/2016 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. No. 6238 DATE: 5/16/2016

PAGE: 3 OF 3

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
227 N. F.M. 3167
RIO GRANDE CITY, TX 78862
PH: (361) 487-8256
FAX: (361) 489-8501

REVISED DATE: 10/07/2021
DATE: 10/08/2021
JOB NO: 21502
FILE NAME: 21502
REFERENCE: JOB NO. 10638 USE
DRAWING NO. 6238

118 W. MCINTYRE
EDINBURG, TX 78641
PH: (361) 381-0981
FAX: (361) 381-1539
ESTABLISHED 1947
www.meldenandhunt.com

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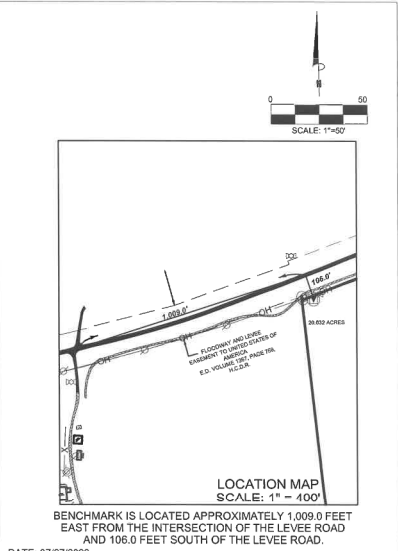
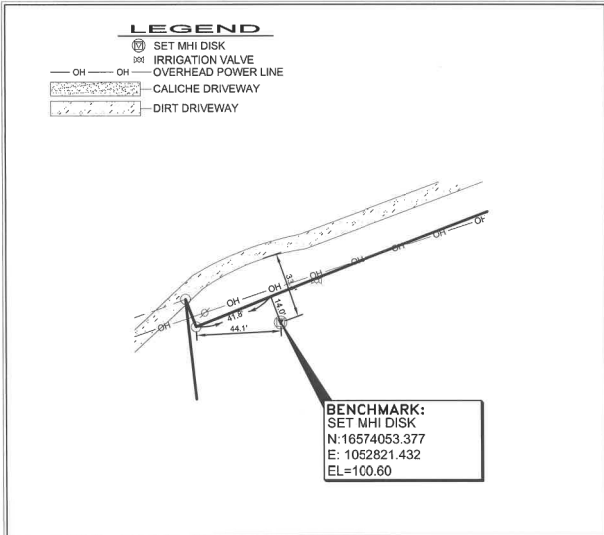
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SHEET 1 OF 1

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY	SHEET NO.	
PHR	HIDALGO	6	

DATE: 8/10/2022 3:45:48 PM
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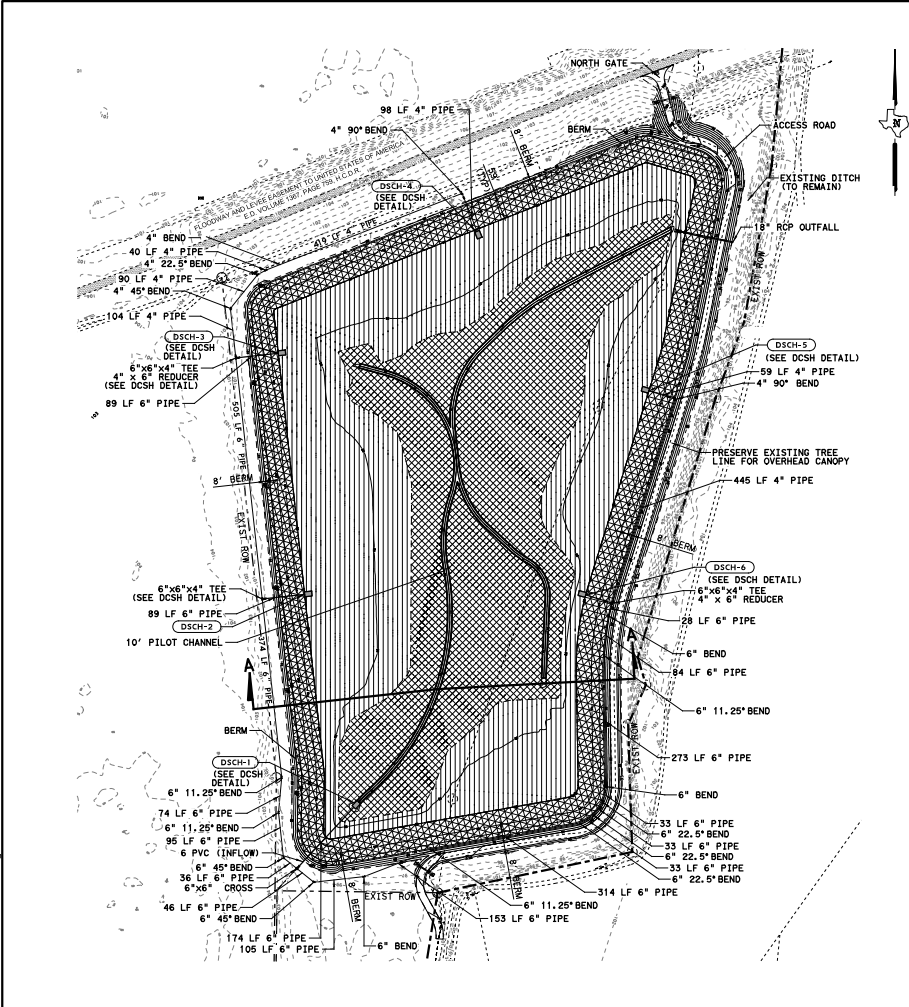
DATE: 07/27/2022

Roberto N. Tamez
 ROBERTO N. TAMEZ - RPLS No.6238
 Date: 07/27/2022

- NOTES:**
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH.
 2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.

CONTROL SHEET		BM 1	
M			
TSPELS No. 10066900			
© 2002	COMT	SECT	JOB
		PROJECT	
DIST	COUNTY		SHEET NO.
		HIDALGO	1 OF 1

HCRMA <small>HIDALGO COUNTY RURAL WATER UTILITY</small>			
COMT	SECT	JOB	PROJECT
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1 OF 1



PLANTING ZONE AREAS IN ACRES	
10' PILOT CHANNEL PEM	AREA = 0.51 AC
PEM-AREA	AREA = 7.94 AC
PSS-PEM-AREA	AREA = 10.30 AC
UPLAND PRAIRIE AREA	AREA = 5.14 AC
TOTALS	AREA = 23.89 AC

LEGEND:

- 10' PILOT CHANNEL
- MITIGATION SITE BOUNDARY
- PSS-PEM-AREA
- PEM-AREA
- UPLAND AREA

NOTE:
 1. REFER TO PLANTING SPECIFICATION FOR DETAILS ON PLANT SPECIES, SPACING AND LOCATION. PLANTING LOCATION IS BASED ON PLANTING ZONE AREAS.



8/2/2022

HCRMA
HILDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCR
HCR Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77058-2220
713.622.6264

HCRMA GRANJENO WETLAND MITIGATION SITE PLAN

SCALE: 1"=200'

SHEET 1 OF 1

CS No.	PROJECT	HIDALGO
DS No.	DATE	3/6/2022
DR No.	CITY	HIDALGO
DT No.	COUNTY	HIDALGO
DD No.	PHR	365 TOLL
		SHEET NO.
		8

DATE: 08/10/2022
 FILE: Sheets - Wetland Mitigation Site Plan

DATE: 8/2/2022
 FILE: 7072-S-BDR-01



LEGEND:
 ◆ BORING LOCATION

8/2/2022

Harmarjun

HDR
 HDR
 ENGINEERS ARCHITECTS PLANNERS

HCRMA GRANJENO
 WETLAND MITIGATION SITE
 BORING LAYOUT

SCALE: 1" = 400'

DR	
CS DR	
DR	
CS DR	
DR	
CS DR	

SHEET 1 OF 1

HSDMAY	
365 TOLL	
DIST	COUNTY
PHR	HIDALGO
	SHEET NO.
	9

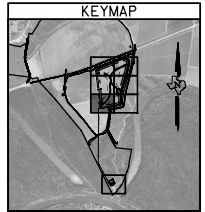
MATCHLINE SHEET 3 OF 7

LEGEND:

- POINT NUMBER
- DIRECTION OF FLOW
- EXIST DIRT ROAD (TO BE OBLITERATED)
- EXIST ROW
- WATER LINE
- ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
- PROPOSED CONTOURS
- EXISTING CONTOURS

NOTE:

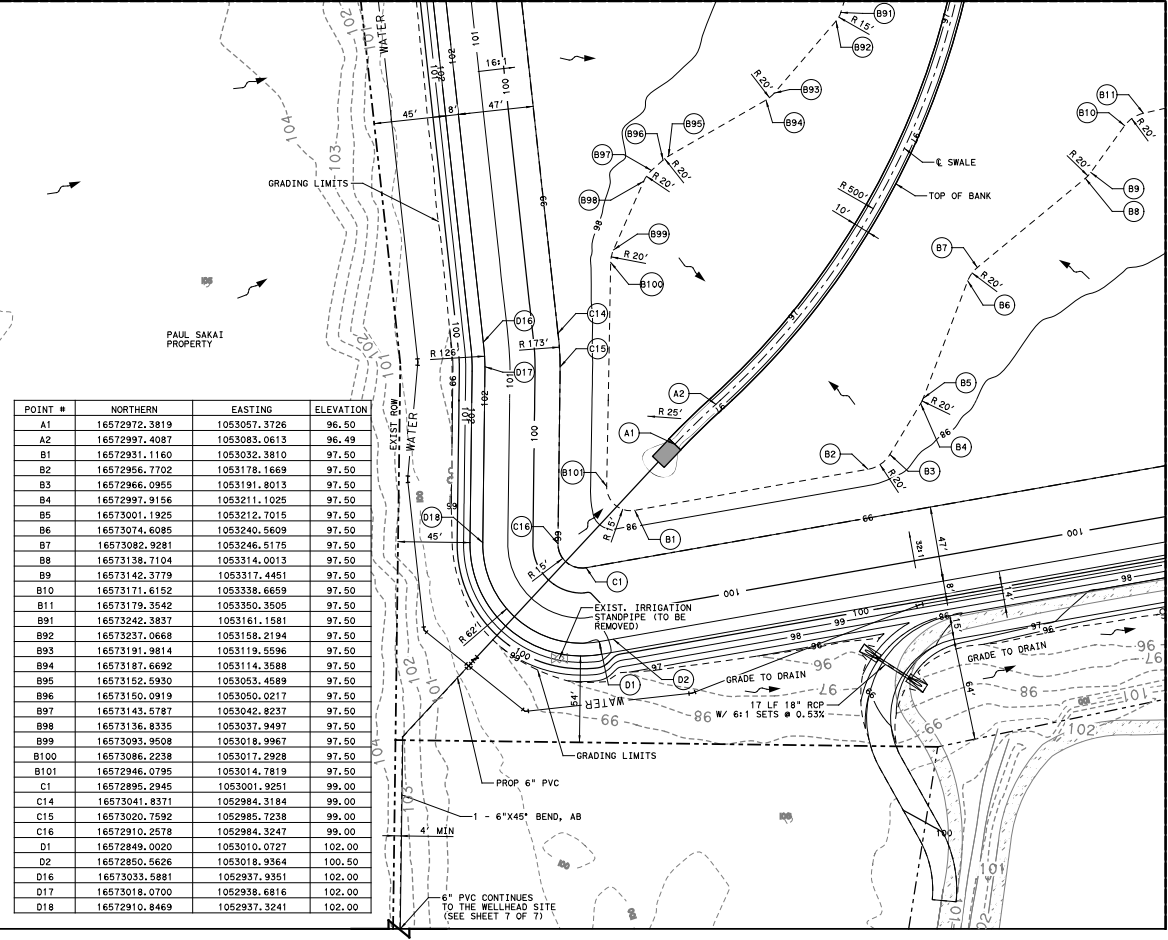
1. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
2. SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
3. GRADE TO DRAIN AROUND THE DRILL PAD SITE.



HCR
HCR Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77058-2220
713.622.9264

HCRMA GRANJENO
WETLAND MITIGATION SITE
GRADING PLAN

SCALE:	1" = 60'	SHEET 1 OF 7
DATE:	8/2/2022	DESIGNER:
FILE:	7072-5-GDRP.N-01	CHECKER:
		DATE:
		PROJECT:
		CITY:
		COUNTY:
		STATE:
		PROJECT NO.:
		SHEET NO.:
		10

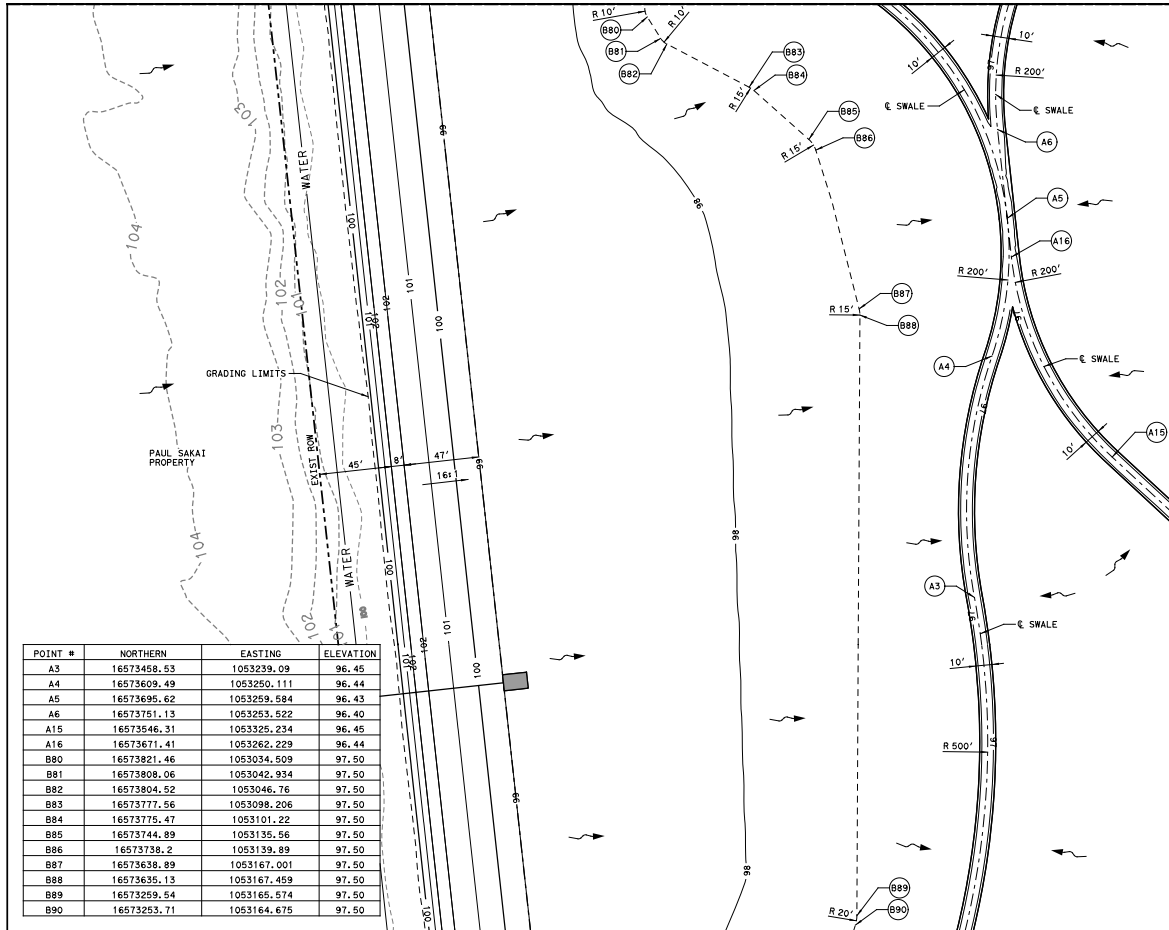


POINT #	NORTHERN	EASTING	ELEVATION
A1	16572972.3819	1053057.3726	96.50
A2	16572997.4087	1053083.0613	96.49
B1	16572931.1160	1053032.3810	97.50
B2	16572956.7702	1053178.1669	97.50
B3	16572966.0955	1053191.8013	97.50
B4	16572997.9156	1053211.1025	97.50
B5	16573001.1925	1053212.7015	97.50
B6	16573074.6095	1053240.5609	97.50
B7	16573092.9281	1053246.5175	97.50
B8	16573138.7104	1053314.0013	97.50
B9	16573142.3779	1053317.4451	97.50
B10	16573171.6152	1053338.6659	97.50
B11	16573179.3542	1053350.3505	97.50
B91	16573242.3837	1053161.1581	97.50
B92	16573237.0668	1053158.2194	97.50
B93	16573191.9814	1053119.5596	97.50
B94	16573187.6692	1053114.3588	97.50
B95	16573152.5930	1053053.4589	97.50
B96	16573150.0919	1053040.0217	97.50
B97	16573143.5787	1053042.8237	97.50
B98	16573136.8335	1053037.9497	97.50
B99	16573093.9508	1053018.9967	97.50
B100	16573086.2238	1053017.2928	97.50
B101	16572946.0795	1053014.7819	97.50
C1	16572895.2945	1053001.9251	99.00
C14	16573041.8311	1052984.3184	99.00
C15	16573020.7592	1052985.7238	99.00
C16	16572910.2578	1052984.3247	99.00
D1	16572849.0020	1053010.0727	102.00
D2	16572850.5626	1053018.9364	100.50
D16	16573033.5881	1052937.9351	102.00
D17	16573018.0700	1052938.6816	102.00
D18	16572910.8469	1052937.3241	102.00

DATE: 8/2/2022
FILE: 7072-5-GDRP.N-01

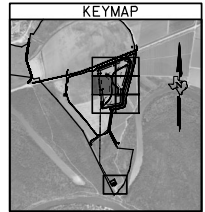
MATCHLINE SHEET 2 OF 7

MATCHLINE SHEET 5 OF 7



LEGEND:

- POINT NUMBER
 - DIRECTION OF FLOW
 - EXIST DIRT ROAD (TO BE OBLITERATED)
 - EXIST ROW
 - WATER LINE
 - ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
 - PROPOSED CONTOURS
 - EXISTING CONTOURS
- NOTE:
- EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
 - SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
 - GRADE TO DRAIN AROUND THE DRILL PAD SITE.



MATCHLINE SHEET 4 OF 7

POINT #	NORTHERN	EASTING	ELEVATION
A3	16573458.53	1053239.09	96.45
A4	16573609.49	1053250.111	96.44
A5	16573695.62	1053259.584	96.43
A6	16573751.13	1053253.522	96.40
A15	16573546.31	1053325.234	96.45
A16	16573671.41	1053262.229	96.44
B80	16573921.46	1053034.509	97.50
B81	16573908.06	1053042.934	97.50
B82	16573904.52	1053046.76	97.50
B83	16573771.56	1053098.206	97.50
B84	16573775.47	1053101.22	97.50
B85	16573744.89	1053135.56	97.50
B86	16573736.2	1053139.89	97.50
B87	16573638.89	1053167.001	97.50
B88	16573635.13	1053167.459	97.50
B89	16573259.54	1053165.574	97.50
B90	16573253.71	1053164.675	97.50

MATCHLINE SHEET 1 OF 7

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HIGHLAND COUNTY REGIONAL MOBILITY AUTHORITY

HDR
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713.622.6264

HCRMA GRANJENO
WETLAND MITIGATION SITE
GRADING PLAN

SCALE:
HORI: 1" = 60'

SHEET 3 OF 7

DATE:	PROJECT:	SHEET NO.:
FILE:	NO.:	12

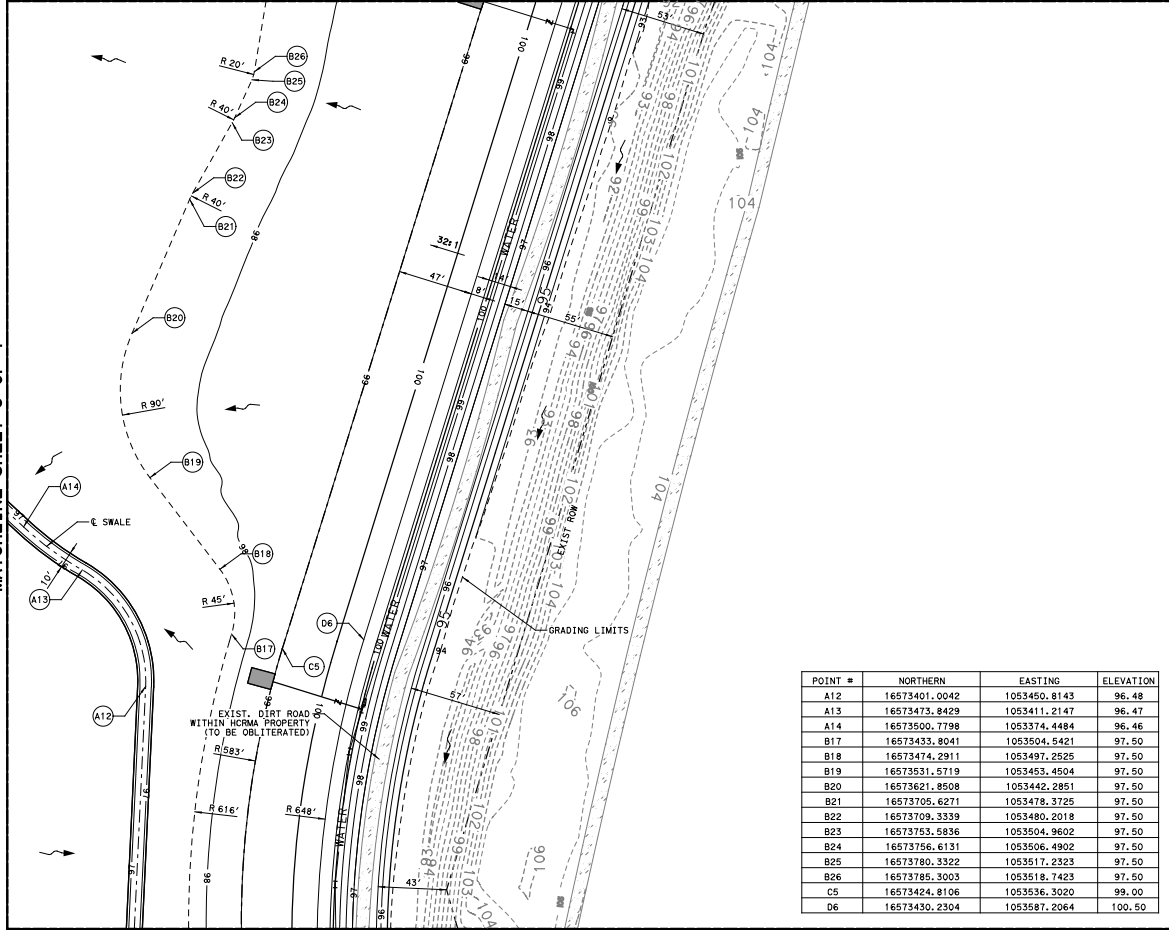
DATE: 8/2/2022
FILE: 7072-S-GDRM-N-03

DATE: 8/2/2022
 FILE: 7072-S-GRDPLN-04

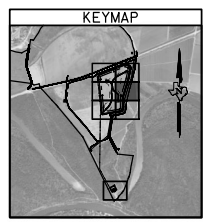
MATCHLINE SHEET 3 OF 7

MATCHLINE SHEET 6 OF 7

MATCHLINE SHEET 2 OF 7



- LEGEND**
- POINT NUMBER
 - DIRECTION OF FLOW
 - ▭ EXIST DIRT ROAD (TO BE OBLITERATED)
 - EXIST ROW
 - WATER LINE
 - ▭ ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
 - - - XX - - - PROPOSED CONTOURS
 - - - XX - - - EXISTING CONTOURS
- NOTE:**
1. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
 2. SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
 3. GRADE TO DRAIN AROUND THE DRILL PAD SITE.



POINT #	NORTHERN	EASTING	ELEVATION
A12	16573401.0042	1053450.8143	96.48
A13	16573473.8429	1053411.2147	96.47
A14	16573500.7798	1053374.4484	96.46
B17	16573433.8041	1053504.5421	97.50
B18	16573474.2911	1053497.2525	97.50
B19	16573531.5719	1053453.4504	97.50
B20	16573621.8508	1053442.2851	97.50
B21	16573705.6271	1053478.3725	97.50
B22	16573709.3339	1053480.2019	97.50
B23	16573753.5836	1053504.9602	97.50
B24	16573756.6131	1053506.4902	97.50
B25	16573780.3322	1053517.2323	97.50
B26	16573785.3003	1053518.7423	97.50
C5	16573424.8106	1053536.3020	99.00
D6	16573430.2304	1053587.2064	100.50

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HCR
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 Houston, Texas 77058-2220
 713.622.9264

**HCRMA GRANJENO
 WETLAND MITIGATION SITE
 GRADING PLAN**

SCALE: 1" = 60'

CS No.	
CD No.	
CU No.	
CR No.	
CC No.	

SHEET 4 OF 7

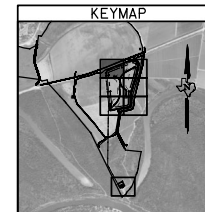
HISBART	
345 TOLL	
DIST	COUNTY
PHR	HILLCOAST
SHEET NO. 13	

LEGEND:

- (A7) POINT NUMBER
- DIRECTION OF FLOW
- ▨ EXIST DIRT ROAD (TO BE OBLITERATED)
- - - EXIST ROW
- - - WATER LINE
- ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
- - - XX - - - PROPOSED CONTOURS
- - - XX - - - EXISTING CONTOURS

NOTE:

1. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
2. SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
3. GRADE TO DRAIN AROUND THE DRILL PAD SITE.



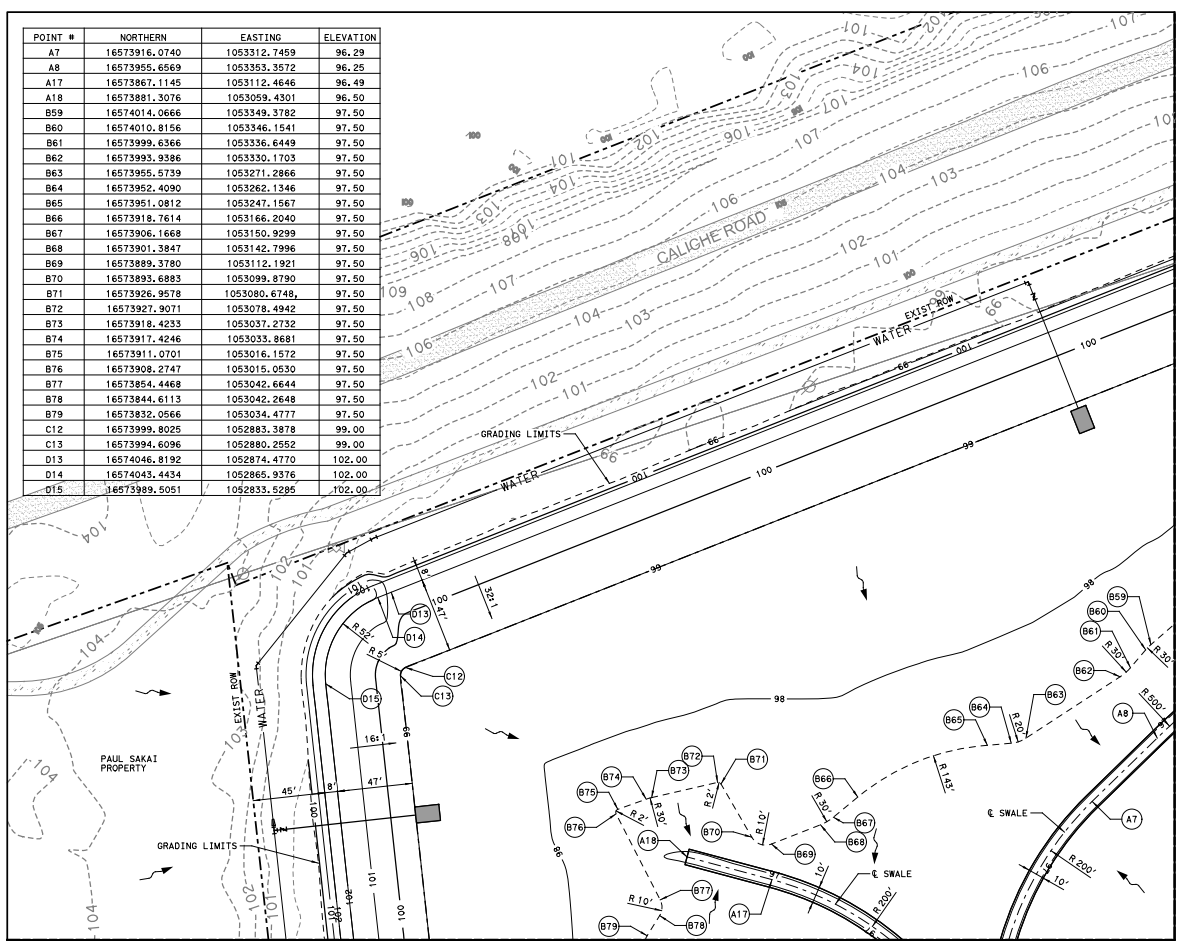
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCR
HCR Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77056-2220
713.622.9264

HCRMA GRANJENO
WETLAND MITIGATION SITE
GRADING PLAN

SCALE:	1" = 60'	SHEET 5 OF 7
DATE:	8/2/2022	DESIGNER:
FILE:	7072-S-GDRP-N-05	CHECKER:
		DATE:
		PHR:
		COUNTY:
		HIDALGO:
		SHEET NO.:
		14

POINT #	NORTHERN	EASTING	ELEVATION
A7	16573916.0740	1053312.7459	96.29
A8	16573955.6569	1053353.3572	96.25
A17	16573867.1145	1053112.4646	96.49
A18	16573881.3076	1053059.4301	96.50
B59	16574014.0666	1053349.3782	97.50
B60	16574010.8156	1053346.1541	97.50
B61	16573999.6366	1053336.6449	97.50
B62	16573993.9386	1053330.1703	97.50
B63	16573955.5739	1053271.2856	97.50
B64	16573952.4090	1053262.1346	97.50
B65	16573951.0812	1053247.1567	97.50
B66	16573918.7614	1053166.2040	97.50
B67	16573906.1668	1053150.9299	97.50
B68	16573901.3847	1053142.7996	97.50
B69	16573889.3780	1053112.1921	97.50
B70	16573893.6883	1053099.8790	97.50
B71	16573926.9578	1053080.6748	97.50
B72	16573927.9071	1053078.4942	97.50
B73	16573918.4233	1053037.2732	97.50
B74	16573917.4246	1053033.8681	97.50
B75	16573911.0701	1053016.1572	97.50
B76	16573908.2747	1053015.0530	97.50
B77	16573854.4468	1053042.6644	97.50
B78	16573844.6113	1053042.2648	97.50
B79	16573832.0566	1053034.4777	97.50
C12	16573999.8025	1052883.3878	99.00
C13	16573994.6096	1052890.2552	99.00
D13	16574046.8192	1052874.4770	102.00
D14	16574043.4434	1052865.9376	102.00
D15	16573989.5051	1052833.5295	102.00

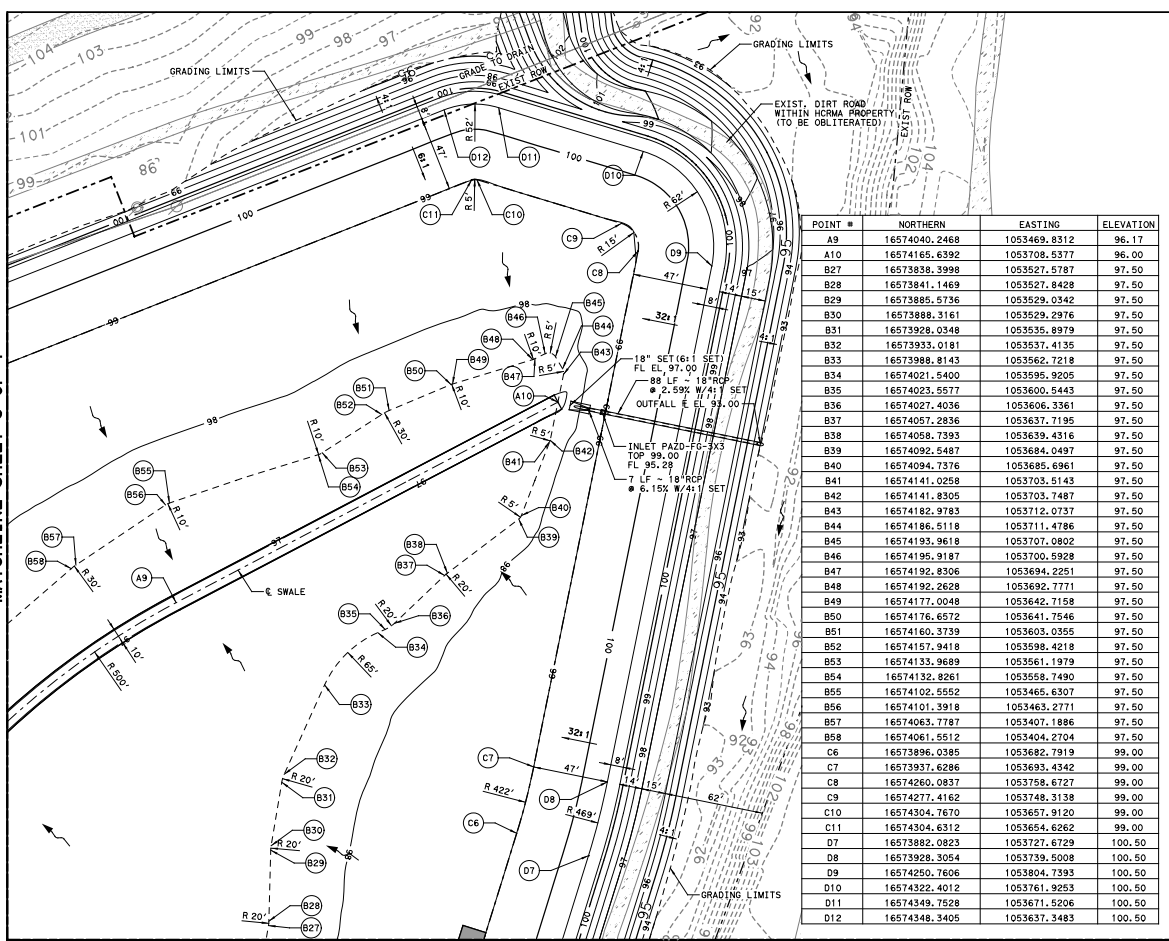


MATCHLINE SHEET 4 OF 7

MATCHLINE SHEET 6 OF 7

DATE: 8/2/2022
FILE: 7072-S-GDRP-N-05

MATCHLINE SHEET 5 OF 7



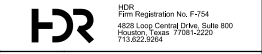
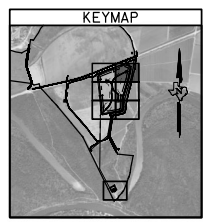
MATCHLINE SHEET 4 OF 7

POINT #	NORTHERN	EASTING	ELEVATION
A9	16574040.2468	1053469.8312	96.17
B27	16574165.6392	1053708.5377	96.00
B28	16573841.1469	1053527.8428	97.50
B29	16573885.5136	1053529.0342	97.50
B30	16573888.3161	1053529.2976	97.50
B31	16573928.0348	1053535.8979	97.50
B32	16573933.0181	1053537.4135	97.50
B33	16573988.8143	1053562.7218	97.50
B34	16574021.5400	1053595.9205	97.50
B35	16574023.5577	1053600.5443	97.50
B36	16574027.4036	1053606.3361	97.50
B37	16574057.2836	1053637.7195	97.50
B38	16574058.7393	1053639.4316	97.50
B39	16574092.5487	1053684.0497	97.50
B40	16574094.7376	1053685.6961	97.50
B41	16574141.0258	1053703.5143	97.50
B42	16574141.8305	1053703.7487	97.50
B43	16574182.9783	1053712.0737	97.50
B44	16574186.5118	1053711.4786	97.50
B45	16574193.9618	1053707.0802	97.50
B46	16574196.9187	1053700.9929	97.50
B47	16574192.8306	1053694.2251	97.50
B48	16574192.2628	1053692.7771	97.50
B49	16574177.0048	1053642.7158	97.50
B50	16574176.6672	1053641.7546	97.50
B51	16574160.3739	1053603.0355	97.50
B52	16574157.9418	1053598.4218	97.50
B53	16574133.9688	1053561.1979	97.50
B54	16574132.8261	1053558.7490	97.50
B55	16574102.5552	1053465.6307	97.50
B56	16574101.3918	1053463.2771	97.50
B57	16574063.7787	1053407.1886	97.50
B58	16574061.5512	1053404.2704	97.50
C6	16573896.0385	1053682.7919	99.00
C7	16573937.6286	1053693.4342	99.00
C8	16574260.0837	1053758.6727	99.00
C9	16574277.4162	1053748.3138	99.00
C10	16574304.7670	1053657.5120	99.00
C11	16574304.6312	1053654.6262	99.00
D7	16573882.0823	1053727.6729	100.50
D8	16573928.3054	1053739.5008	100.50
D9	16574250.7606	1053804.7393	100.50
D10	16574322.4012	1053761.9253	100.50
D11	16574349.7828	1053671.5206	100.50
D12	16574348.3405	1053637.3483	100.50

LEGEND:

- POINT NUMBER
- DIRECTION OF FLOW
- EXIST DIRT ROAD (TO BE OBLITERATED)
- EXIST ROW
- WATER LINE
- ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
- XX-- PROPOSED CONTOURS
- - - - EXISTING CONTOURS

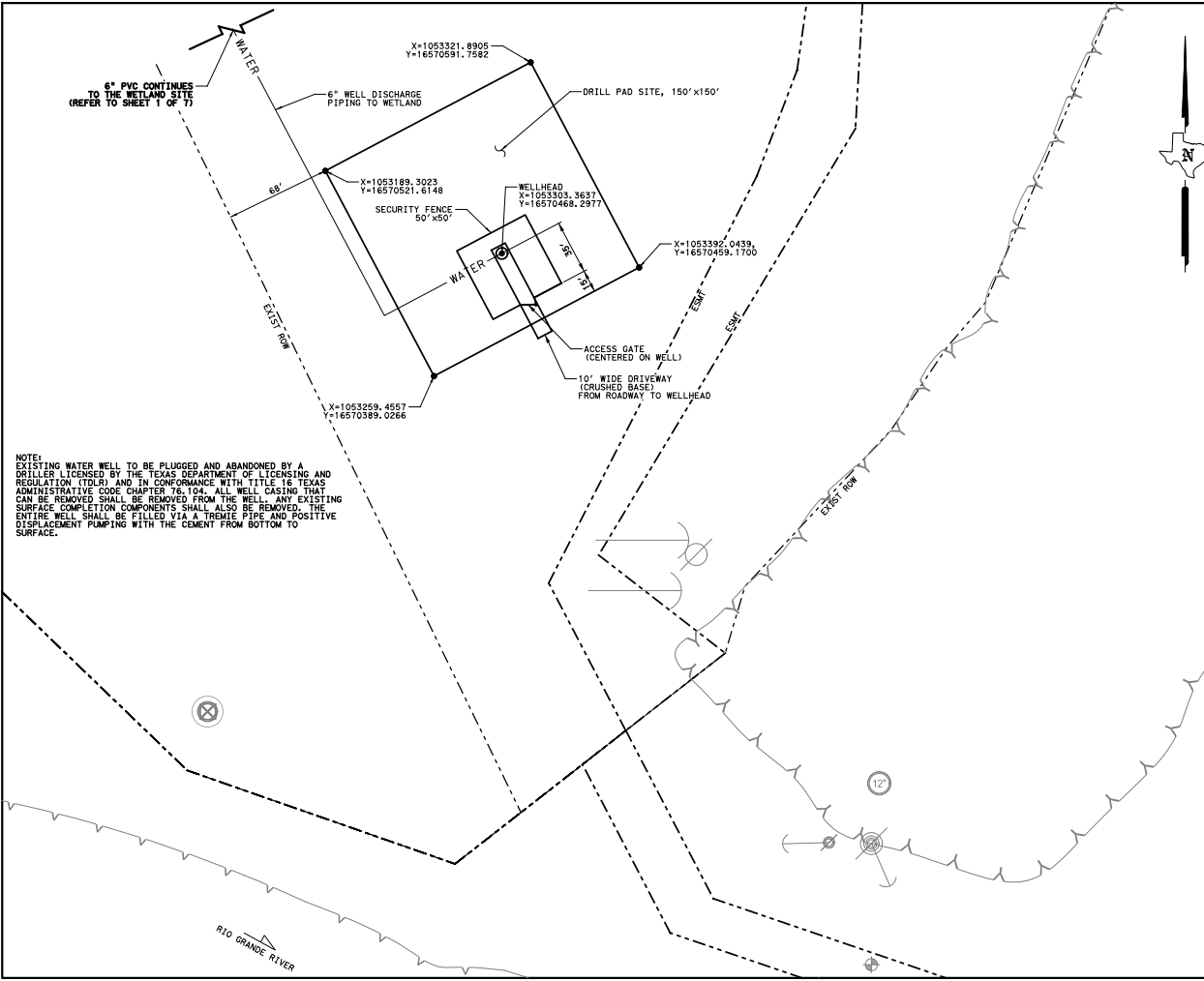
- NOTE:**
- EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
 - SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
 - GRADE TO DRAIN AROUND THE DRILL PAD SITE.



HCRMA GRANJENO WETLAND MITIGATION SITE GRADING PLAN

SCALE: 1" = 60'

DATE: 8/2/2022	FILE: 7072-S-GDRP-N-06	SHEET 6 OF 7
DATE: 8/2/2022	FILE: 7072-S-GDRP-N-06	DATE: 8/2/2022
DATE: 8/2/2022	FILE: 7072-S-GDRP-N-06	DATE: 8/2/2022



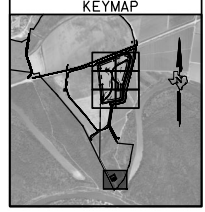
NOTE:
EXISTING WATER WELL TO BE PLUGGED AND ABANDONED BY A DRILLER LICENSED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) AND IN CONFORMANCE WITH TITLE 16 TEXAS ADMINISTRATIVE CODE CHAPTER 16.104. ALL WELL CASING THAT CAN BE REMOVED SHALL BE REMOVED FROM THE WELL. ANY EXISTING SURFACE COMPLETION COMPONENTS SHALL ALSO BE REMOVED. THE ENTIRE WELL SHALL BE FILLED VIA A TRENCH PIPE AND POSITIVE DISPLACEMENT PUMPING WITH THE CEMENT FROM BOTTOM TO SURFACE.

LEGEND:

- POINT NUMBER
- DIRECTION OF FLOW
- EXIST DIRT ROAD (TO BE OBLITERATED)
- EXIST ROW
- WATER LINE
- ENERGY DISSIPATOR (SEE DETAIL FOR DIMENSIONS)
- PROPOSED CONTOURS
- EXISTING CONTOURS

NOTE:

1. EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
2. SEE WETLAND MITIGATION PLAN SHEET
3. SEE DETAIL FOR SLOPE ELEVATION 1:2"
4. SEE ELECTRICAL PLAN SHEET FOR WELL PUMP DETAIL AND ELECTRICAL CONNECTION.



HCR
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4828 Loop Central Drive, Suite 800
Houston, Texas 77056-2220
713.622.6264

HCRMA GRANJENO WETLAND MITIGATION SITE GRADING PLAN

SCALE: 1" = 60'		SHEET 7 OF 7	
CS No.	HS No.	HIGHWAY 345 TOLL	
DT	CD	DIST	COUNTY
PR	HL	PHR	HILLOSS
CD No.	CD No.	SHEET NO. 16	

DATE: 8/2/2022
FILE: 7072-SS-GDRP.N-07

Beginning chain ACCESS_ROAD description

Feature: geom.CentrlLine

Curve Data
Curve AR_1
P.I. Station = 1+20.11 N
Delta = 34° 23' 14.97" (LT)
Degree = 88° 08' 50.47"
Tangent = 20.1131
Length = 39.0114
Radius = 65.0000
External = 3.0407
Long Chord = 39.4285
Mfd. Ord. = 2.9048
P.C. Station = 1+00.00 N
P.T. Station = 1+39.01 N
Back = N 5° 14' 10.66" E
Ahead = N 29° 09' 04.30" W
Chord Bear = N 11° 57' 26.82" W

Course from PT ACCESS_ROAD_1 to PC ACCESS_ROAD_4 N 29° 09' 04.30" W Dist 51.0104

Curve Data
Curve AR_2
P.I. Station = 2+81.43 N
Delta = 109° 09' 57.66" (RT)
Degree = 88° 08' 50.47"
Tangent = 91.0065
Length = 123.5449
Radius = 65.0000
External = 41.1612
Long Chord = 105.9443
Mfd. Ord. = 27.3310
P.C. Station = 1+90.02 N
P.T. Station = 3+13.67 N
Back = N 29° 09' 04.30" W
Ahead = N 80° 00' 53.36" E
Chord Bear = N 25° 25' 54.53" E

Course from PT ACCESS_ROAD_4 to PC ACCESS_ROAD_7 N 80° 00' 53.36" E Dist 279.1323

Curve Data
Curve AR_3
P.I. Station = 6+73.21 N
Delta = 80° 56' 58.86" (LT)
Degree = 60° 57' 10.64"
Tangent = 80.2122
Length = 132.9968
Radius = 94.0000
External = 29.2718
Long Chord = 122.0335
Mfd. Ord. = 22.4960
P.C. Station = 5+83.00 N
P.T. Station = 7+25.81 N
Back = N 80° 00' 53.36" E
Ahead = N 9° 56' 05.51" W
Chord Bear = N 39° 32' 23.93" E

Course from PT ACCESS_ROAD_7 to PC ACCESS_ROAD_10 N 0° 56' 05.51" W Dist 219.6022

Curve Data
Curve AR_4
P.I. Station = 10+45.70 N
Delta = 18° 12' 13.24" (RT)
Degree = 9° 08' 09.65"
Tangent = 100.2886
Length = 198.8890
Radius = 625.0000
External = 1.9826
Long Chord = 198.9536
Mfd. Ord. = 7.8821
P.C. Station = 9+45.41 N
P.T. Station = 11+44.30 N
Back = N 0° 56' 05.51" W
Ahead = N 17° 16' 07.74" E
Chord Bear = N 5° 10' 01.12" E

Course from PT ACCESS_ROAD_10 to PC ACCESS_ROAD_13 N 17° 16' 07.74" E Dist 473.1827

Curve Data
Curve AR_5
P.I. Station = 16+42.49 N
Delta = 5° 49' 52.41" (LT)
Degree = 11° 40' 09.13"
Tangent = 25.0071
Length = 49.9711
Radius = 491.0000
External = 0.5364
Long Chord = 49.9495
Mfd. Ord. = 0.5358
P.C. Station = 16+17.48 N
P.T. Station = 16+67.45 N
Back = N 17° 16' 07.74" E
Ahead = N 11° 28' 15.33" W
Chord Bear = N 14° 21' 11.53" E

Course from PT ACCESS_ROAD_13 to PC ACCESS_ROAD_16 N 11° 26' 15.33" E Dist 328.9910

Chain ACCESS_ROAD (Cont)

Curve ACCESS_ROAD_16
P.I. Station = 20+86.60 N
Delta = 94° 02' 51.74" (LT)
Degree = 68° 12' 33.34"
Tangent = 30.1642
Length = 137.8811
Radius = 84.0000
External = 39.2225
Long Chord = 122.8151
Mfd. Ord. = 26.7377
P.C. Station = 19+46.44 N
P.T. Station = 21+34.32 N
Back = N 11° 26' 15.33" E
Ahead = N 82° 36' 36.41" W
Chord Bear = N 35° 35' 10.54" W

Course from PT ACCESS_ROAD_16 to PC ACCESS_ROAD_17 N 82° 36' 36.41" W Dist 103.8200

Curve Data
Curve ACCESS_ROAD_17
P.I. Station = 21+78.10 N
Delta = 67° 55' 09.75" (RT)
Degree = 88° 08' 50.47"
Tangent = 43.7766
Length = 77.0521
Radius = 65.0000
External = 13.3670
Long Chord = 72.6192
Mfd. Ord. = 11.0870
P.C. Station = 21+34.32 N
P.T. Station = 22+11.38 N
Back = N 82° 36' 36.41" W
Ahead = N 14° 41' 26.83" W
Chord Bear = N 48° 39' 01.52" W

Course from PT ACCESS_ROAD_17 to 1 N 14° 41' 26.83" W Dist 103.8200

ACCESS_ROAD_18 N 16,574,494.7620 E 1,053,673.9316 Sta 23+15.19

Ending chain ACCESS_ROAD description

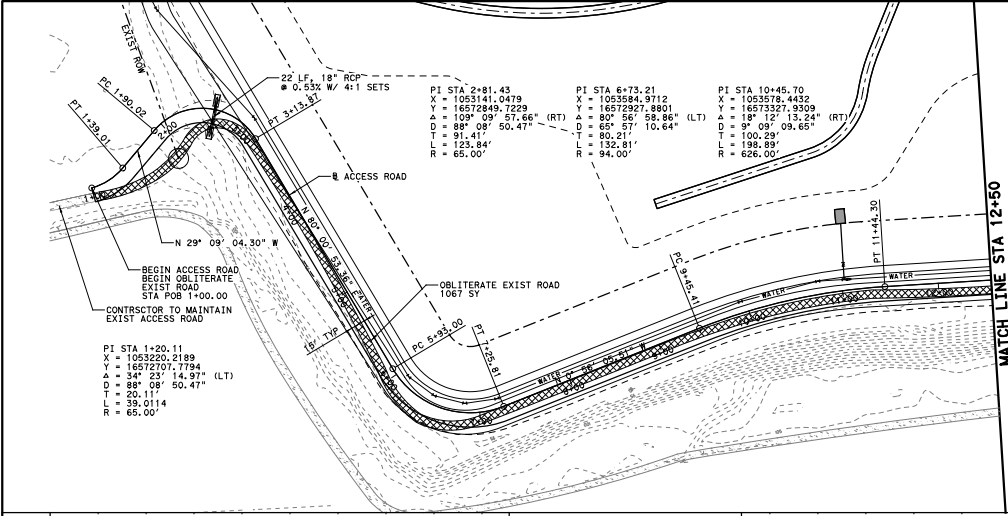


HCR Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77056-2220
713.622.5264

HCRMA GRANJENO WETLAND MITIGATION SITE HORIZONTAL ALIGNMENT DATA (ACCESS ROAD)

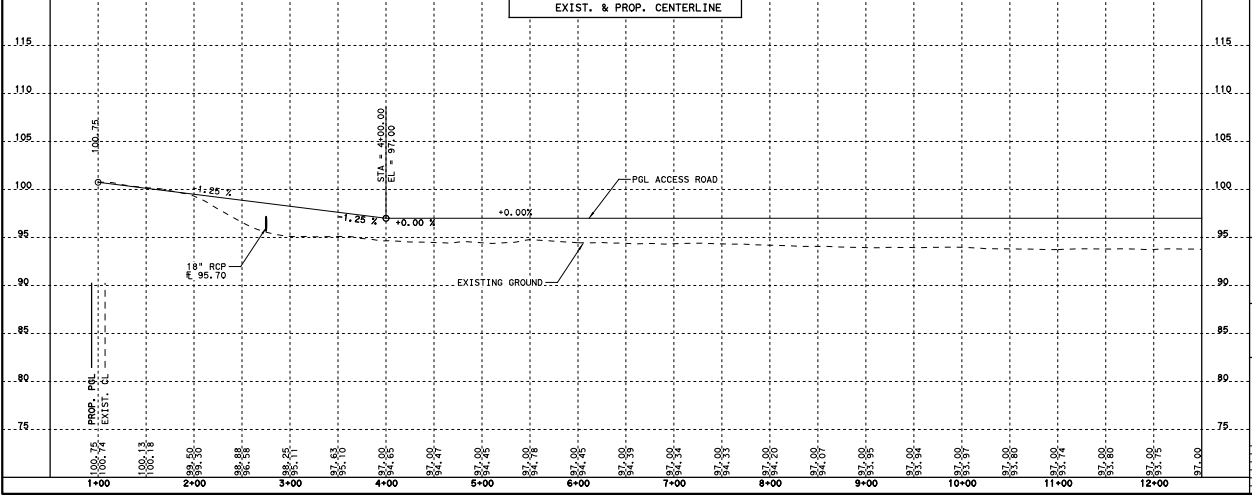
Table with project details: SCALE: N.T.S., SHEET 1 OF 1, HCRMA, 365 TOLL, DIST, COUNTY, SHEET NO., PHR, HILDADE, 17

DATE: 8/2/2022
FILE: 7072-25-HAL-01



- LEGEND:**
- OBLITERATE EXIST ROAD
 - EXIST ROW
 - DITCH
 - WATER LINE
 - ENERGY DISSIPATOR

- NOTES:**
1. SEE ALIGNMENT DATA SHEET FOR PROP. & EXIST. CENTERLINE DATA.
 2. SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.
 3. SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
 4. SET DRILL PAD SITE ELEVATION 12" ABOVE NATURAL GROUND.
 5. SEE ELECTRICAL PLAN SHEET FOR WELL PUMP DETAIL AND ELECTRICAL CONNECTION.



8/2/2022

Harris Arjun

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
HDR ENGINEERS ARCHITECTS PLANNERS

HCRMA GRANJENO
WETLAND MITIGATION SITE
PLAN AND PROFILE - ACCESS RD
BEGIN TO STA. 12+50.00

SCALE: HORIZ: 1" = 100'
VERT: 1" = 10'

DATE	DESCRIPTION
08/2/2022	FILED

SHEET 1 OF 2

PROJECT	HIGHWAY
365 TOLL	
DIST	COUNTY
PHR	HIDALGO
SHEET NO.	18

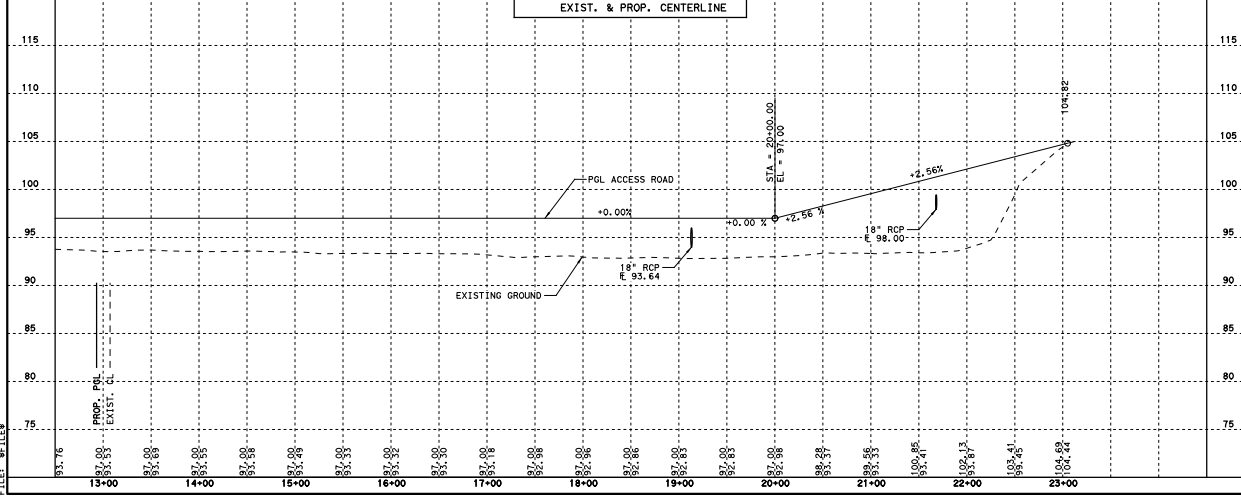
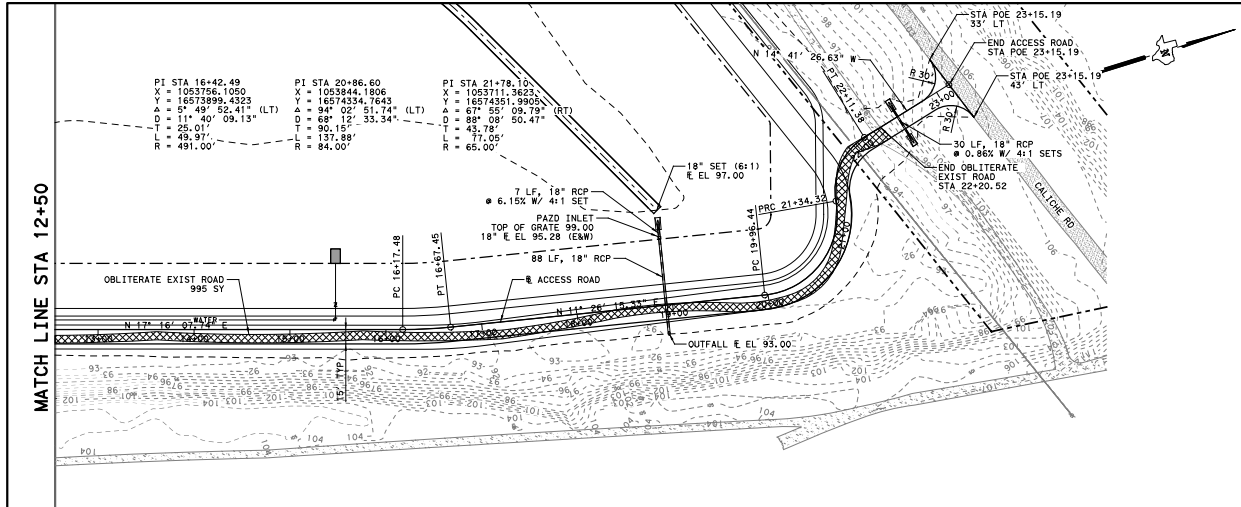
DATE: 8/2/2022 10:11:25 AM
FILED: [Signature]

PI STA 16+42.49 X = 1093756.1050 Y = 16573899.4323
 Δ = 5° 48' 52.41" (LT) D = 11° 40' 09.13" (LT) T = 25.01' L = 49.97' R = 491.00'
 PI STA 20+86.60 X = 1093844.1806 Y = 16574334.7643
 Δ = 94° 02' 51.74" D = 68° 12' 33.34" (LT) T = 90.15' L = 137.88' R = 84.00'
 PI STA 21+78.10 X = 1093711.3623 Y = 16574351.9909
 Δ = 67° 55' 06.79" (RT) D = 88° 08' 50.47" T = 43.78' L = 77.05' R = 65.00'

MATCH LINE STA 12+50

- LEGEND:**
- OBLITERATE EXIST ROAD
 - EXIST ROW
 - DITCH
 - WATER WATER LINE
 - ENERGY DISSIPATOR

- NOTES:**
1. SEE ALIGNMENT DATA SHEET FOR PROP. & EXIST. CENTERLINE DATA.
 2. SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.
 3. SEE WETLAND MITIGATION PLAN SHEET FOR DETAILS OF WATERLINE.
 4. SET DRILL PAD SITE ELEVATION 12" ABOVE NATURAL GROUND.
 5. SEE ELECTRICAL PLAN SHEET FOR WELL PUMP DETAIL AND ELECTRICAL CONNECTION.



8/2/2022

Harris Arjun

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

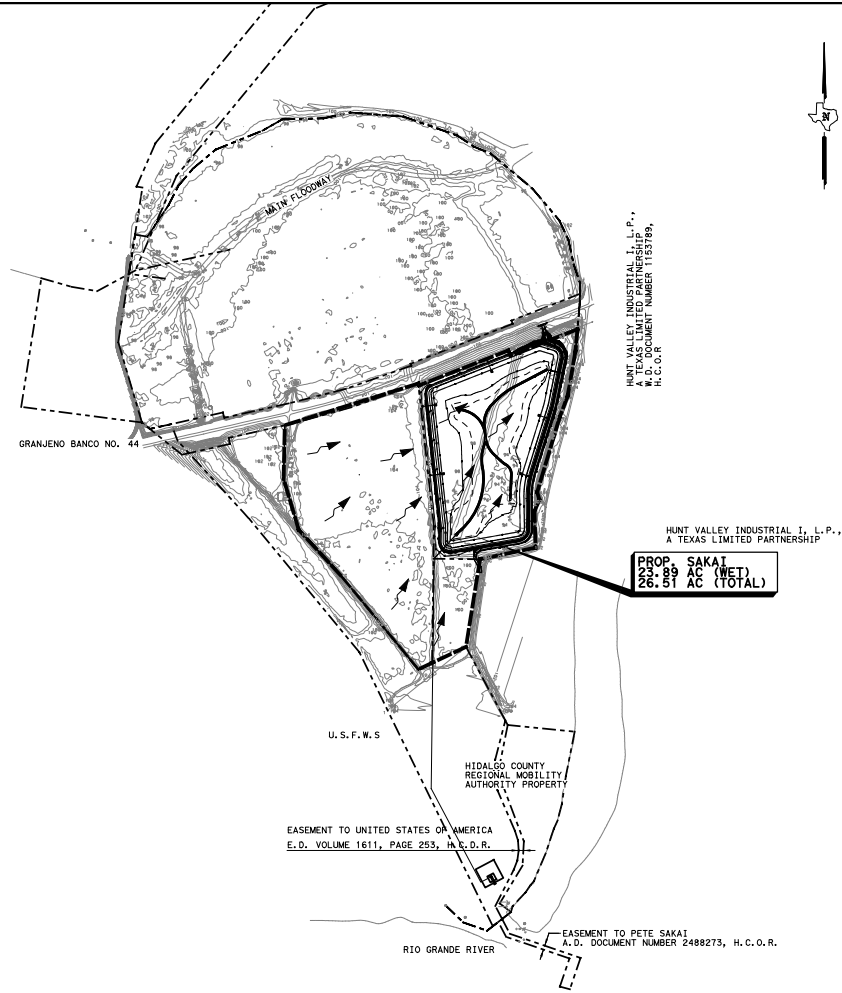
HDR
HDR ENGINEERS ARCHITECTS PLANNERS

HCRMA GRANJENO
WETLAND MITIGATION SITE
PLAN AND PROFILE
STA. 12+50.00 TO END

SCALE:		SHEET 2 OF 2	
HORI 1" = 100'		HIGHWAY	
VERT 1" = 5'		365 TOLL	
DATE	COUNTY	DIST	SHEET NO.
8/2/2022	HIDALGO	PHR	19

DATE: 8/2/2022 10:11:27 AM
FILE: WETL

DATE: 8/2/2022
 FILE: 7072-55-D04P-01



HUNT VALLEY INDUSTRIAL I, L.P.,
 A TEXAS LIMITED PARTNERSHIP
 H.C.O.R. DOCUMENT NUMBER 1133185,

HUNT VALLEY INDUSTRIAL I, L.P.,
 A TEXAS LIMITED PARTNERSHIP

PROP. SAKAI
 23.89 AC (WET)
 28.81 AC (TOTAL)

EASEMENT TO UNITED STATES OF AMERICA
 E.D. VOLUME 1611, PAGE 253, H.C.O.R.

EASEMENT TO PETE SAKAI
 A.D. DOCUMENT NUMBER 2488273, H.C.O.R.

LEGEND:
 --- DRAINAGE BOUNDARY
 ← DIRECTION OF FLOW

NOTES:
 1. SITE VOLUME IS 25.98 AC-FT.

8/2/2022

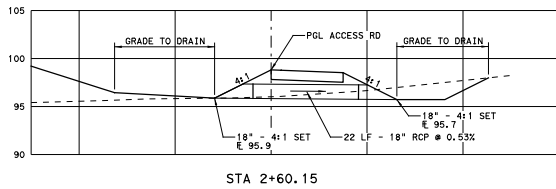
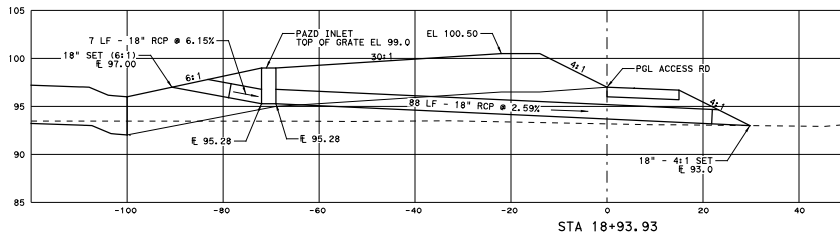
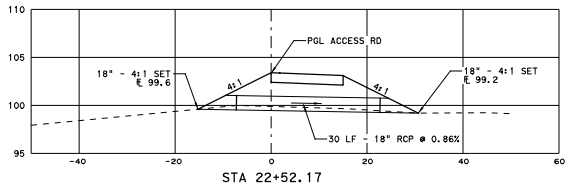
Harm Arjun

HCRMA
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
 HDR Registration No. F-754
 4828 Loop Central Drive, Suite 800
 Houston, Texas 77056-2220
 713.622.6264

HCRMA GRANJENO
 WETLAND MITIGATION SITE
 DRAINAGE AREA MAP

SCALE: HORIZ. 1" = 700'		SHEET 1 OF 1	
CS No.		HIDALGO	
CD No.		365 TOLL	
CS No.		DIST	COUNTY
CD No.		PHR	HIDALGO
CS No.			SHEET No.
			22



DATE: 8/2/2022
FILE: \\A:\E2\MTN\04_Sheet\072-S-LAT-01

8/2/2022

Harmarjun

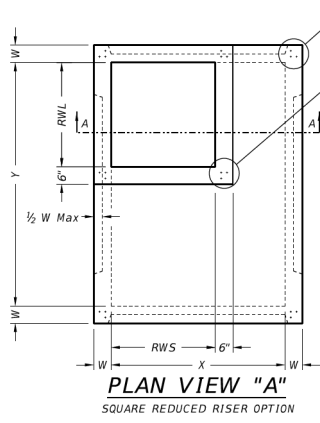
HCRMA
HILARIO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
HDR Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77056-2220
713.622.6264

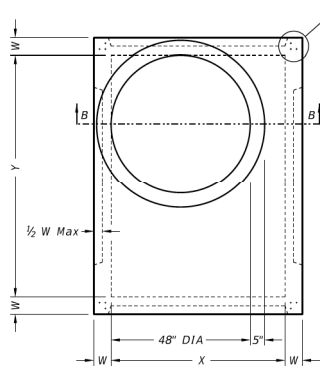
HCRMA GRANJENO
WETLAND MITIGATION SITE
DRAINAGE LATERALS

SCALE: N.T.S.		SHEET 1 OF 1	
City	HDR	365 TOLL	
Client	HCRMA	DIST	COUNTY
Project	HCRMA	PHR	HILARIO
Sheet No.	23		

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The warranty of any product or service provided hereunder is subject to the terms and conditions of the contract. The use of this standard is not intended to be construed as a warranty or assumption of liability for any product or service provided hereunder.



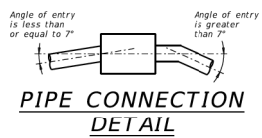
PLAN VIEW "A"
SQUARE REDUCED RISER OPTION



PLAN VIEW "B"
ROUND REDUCED RISER OPTION

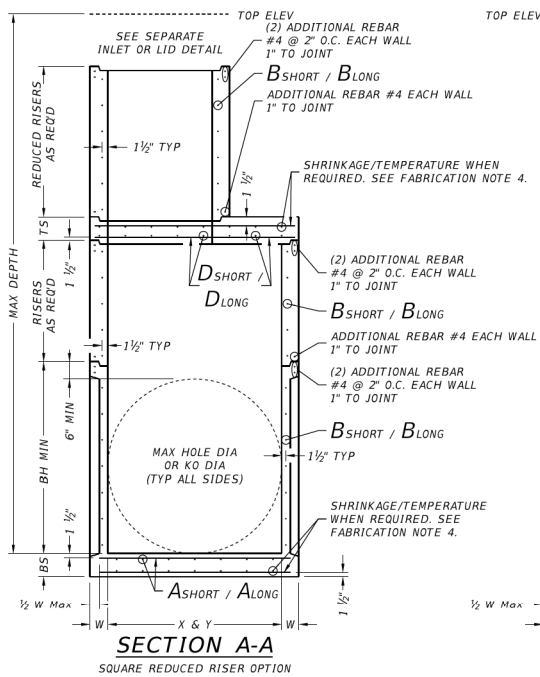
(3) VERTICAL REBAR IN BASE & RISERS
#4 @ 2" O.C. EACH CORNER
2" TO CORNER

(3) VERTICAL REBAR IN REDUCED RISERS
#4 @ 2" O.C. EACH CORNER
2" TO CORNER

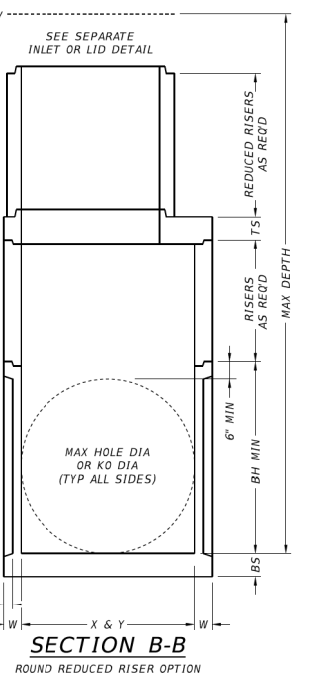


PIPE CONNECTION DETAIL

Connect pipes within 7" of normal to 9B wall. If necessary, use pipe elbow or curved approach alignment to stay within this limit.



SECTION A-A
SQUARE REDUCED RISER OPTION



SECTION B-B
ROUND REDUCED RISER OPTION

FABRICATION NOTES:

1. Provide Class "m" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 1/2" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is 3/4".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. If required elsewhere, inerts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or 1/2 the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING		Bridge Division Standard	
PRECAST BASE			
PB			
Proj: precast-20-09a	Inv: TxDOT	Cr: TxDOT	Inv: TxDOT
Rev: 02/2022	Rev: 02/2022	Rev: 02/2022	Rev: 02/2022
0921/02	368	365	TOLL
PHR	HIDALGO	SHEET NO. 24	

DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the American Institute of Steel Construction, Inc. for the use of this standard in other forms or for incorrect results or dimensions resulting from its use.

DATE: 8/2/2022
FILE: 01-11-51.M

Size	MAX DEPTH = 15 ft. to top of BASE SLAB												MAX DEPTH = 25 ft. to top of BASE SLAB												BH MIN (See Gen Note 3)	HOLE DIA. (See Tab Note 2)	KO DIA. (See Tab Note 2)
	Base Slab				Base Unit or Riser Walls				Below Grade Slab (w/P/B) Reducing Slab (w/PB)				Base Slab				Base Unit or Riser Walls				Below Grade Slab (w/P/B) Reducing Slab (w/PB)						
	Short Span Rein Steel Area	Long Span Rein Steel Area	Thickness		Short Span Rein Steel Area	Long Span Rein Steel Area	Thickness		Reduced Riser Size	Short Span Rein Steel Area	Long Span Rein Steel Area	Thickness		Short Span Rein Steel Area	Long Span Rein Steel Area	Thickness		Reduced Riser Size	Short Span Rein Steel Area	Long Span Rein Steel Area	Thickness						
X x Y	Ashort	Along	BS	Bshort	Blong	W		RWSxRWL or ID	Dshort	Dlong	TS		Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS		BH MIN	HOLE DIA.	KO DIA.	
ft.	in./ft.	in./ft.	in.	in./ft.	in./ft.	in.		ft. **	in./ft.	in./ft.	in.		in./ft.	in./ft.	in.	in./ft.	in./ft.	in.	ft. **	in./ft.	in./ft.	in.		ft.	in.	in.	
3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36				
4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48				
3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60				
4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60				
5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60				
5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72				
6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72				
8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72				

** Unless otherwise indicated.

FABRICATION NOTES:

- Maximum spacing of reinforcement is 8".
- At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

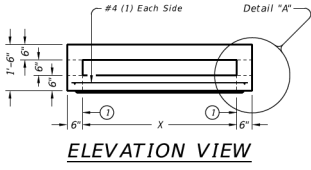
GENERAL NOTES:

- Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
- Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
- Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-0".

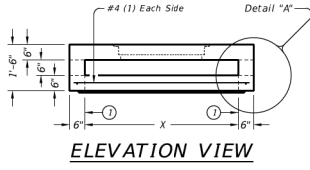
HL93 LOADING

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX			
PDD			
Proj: precast10-20.dwg Date: February 2020 Accession:	Job: TXDOT Date: 09/21/02 County: PHH	Job: TXDOT Date: 368 County: HIDALGO	Job: TXDOT Date: 365 TOLL Sheet No: 25

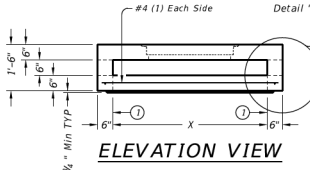
DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The warranty of any product or service provided hereunder is subject to the terms and conditions of the contract.



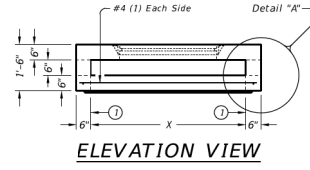
ELEVATION VIEW



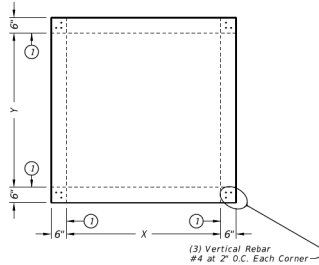
ELEVATION VIEW



ELEVATION VIEW

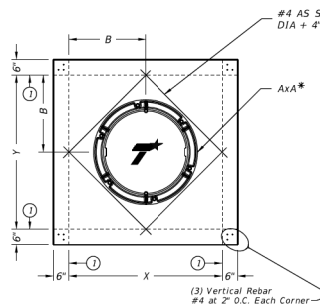


ELEVATION VIEW



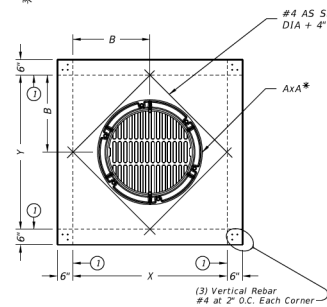
PLAN VIEW
NO OPENINGS

STYLE 'SL'



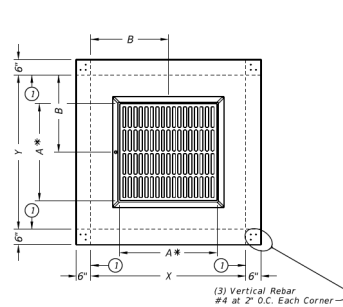
PLAN VIEW
32" DIA CAST-IN RING & COVER

STYLE 'RC'



PLAN VIEW
32" DIA CAST-IN RING & GRATE

STYLE 'RG'



PLAN VIEW
CAST-IN FRAME & GRATE

STYLE 'FG'

① Matches inside face of wall of precast base or riser below inlet.

FABRICATION NOTES:

1. Provide Class "III" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide clear cover of 3/4" to reinforcing from bottom of slab for structural reinforcement. Place short span reinforcing closest to surface.
4. No substitution is allowed for diagonal #4 bars around openings.
5. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is 3/4".
6. Provide lifting devices in conformance with Manufacturer's recommendations.

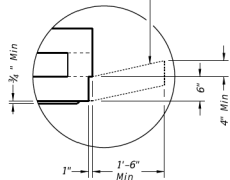
INSTALLATION NOTES:

1. PAZD is for use in ditches and medians outside of the horizontal clearance (clear zone). Precast Area Zone Drain is not intended for direct traffic and may not be placed in roadway.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or 5/8" the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Payment for inlet is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, style, size, and opening size (when applicable).

Construct cast-in-place reinforced concrete apron when shown elsewhere in plans. Use Class "A" concrete. Apron is subsidiary to PAZD. Apron is 1'-6" Min width around precast zone drain.



DETAIL "A"

(Reinforcing not shown for clarity)
When an apron is to be cast around PAZD, use detail above to create an apron ledge on all 4 sides.

Style	Size (X x Y)	A x A*	B x B	Short Span Reinf Steel Area	Long Span Reinf Steel Area
SL	3x3	n/a	n/a	0.37 in ² /ft	0.37 in ² /ft
RC, RG	3x3	32" Dia	1.5x1.5	0.37 in ² /ft	0.37 in ² /ft
FG	3x3	3x3	1.5x1.5	0.37 in ² /ft	0.37 in ² /ft
SL	4x4	n/a	n/a	0.34 in ² /ft	0.34 in ² /ft
RC, RG	4x4	32" Dia	2x2	0.34 in ² /ft	0.34 in ² /ft
FG	4x4	3x3	2x2	0.34 in ² /ft	0.34 in ² /ft
SL	5x5	n/a	n/a	0.43 in ² /ft	0.43 in ² /ft
RC, RG	5x5	32" Dia	2.5x2.5	0.43 in ² /ft	0.43 in ² /ft
FG	5x5	3x3	2.5x2.5	0.43 in ² /ft	0.43 in ² /ft
FG	5x5	4x4	2.5x2.5	0.43 in ² /ft	0.43 in ² /ft

* Nominal frame/grate or ring/cover size.

Texas Department of Transportation **Bridge Division Standard**

PRECAST AREA ZONE DRAIN

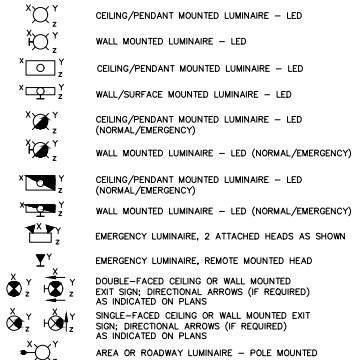
PAZD

Proj: precast-20.dgn	Rev: TxDOT	Iss: TxDOT	Rev: TxDOT	Iss: TxDOT
02/2020	February 2020	DATE	ISSUE	NUMBER
092102	368	COUNTY	365	TOLL
DIST: PHR	COUNTY: HIDALGO	SHEET NO:		26

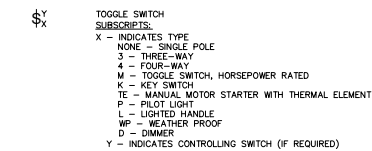
DATE: 8/2/2022 10:11:55 AM FILE: 051228

X OR Y

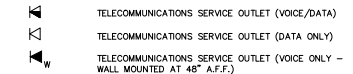
LIGHTING CONTROL COMPONENT SUBSCRIPTS:
 PC - PHOTOCELL
 OS - OCCUPANCY SENSOR CEILING MOUNTED



LUMINAIRE SUBSCRIPTS:
 X - INDICATES FIXTURE TYPE PER LIGHTING FIXTURE SCHEDULE
 Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD
 Z - INDICATES CONTROLLING SWITCH (IF REQUIRED)



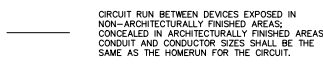
TOGGLE SWITCH SUBSCRIPTS:
 X - INDICATES TYPE
 NONE - SINGLE POLE
 3 - THREE-WAY
 4 - FOUR-WAY
 M - TOGGLE SWITCH, HORSEPOWER RATED
 TE - MANUAL MOTOR STARTER WITH THERMAL ELEMENT
 P - PILOT LIGHT
 L - LIGHTED HANDLE
 WP - WEATHER PROOF
 D - DIMMER
 Y - INDICATES CONTROLLING SWITCH (IF REQUIRED)



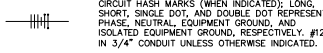
SPECIAL-PURPOSE RECEPTACLE AS DEFINED ON PLANS
 PLUG-IN RECEPTACLE STRIP, QUANTITY AND SPACING OF RECEPTABLES AS NOTED OR SPECIFIED
 TELECOMMUNICATIONS SERVICE OUTLET (VOICE/DATA)
 TELECOMMUNICATIONS SERVICE OUTLET (DATA ONLY)
 TELECOMMUNICATIONS SERVICE OUTLET (VOICE ONLY - WALL MOUNTED AT 48" A.F.F.)
 QUAD-DUPLEX RECEPTACLE, TWO NEMA 5-20R UNDER COMMON COVER PLATE
 DUPLEX RECEPTACLE, NEMA 5-20R
 SIMPLEX RECEPTACLE, NEMA 5-20R

SUBSCRIPTS:
 X - INDICATES TYPE
 SFCI - GROUND FAULT CIRCUIT INTERRUPTER
 Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD
 WP - WEATHER PROOF
 SPECIAL DEVICE AND/OR CONNECTION AS NOTED
 CONDUIT TURNING UP
 CONDUIT TURNING DOWN

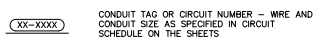
HOME RUN TO PANEL, 2 #12, 1 #12G IN 3/4" CONDUIT UNLESS OTHERWISE NOTED



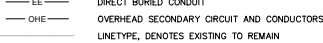
CIRCUIT RUN BETWEEN DEVICES EXPOSED IN NON-ARCHITECTURALLY FINISHED AREAS; CONCEALED IN ARCHITECTURALLY FINISHED AREAS. CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT.
 CONDUIT RUN BETWEEN DEVICES CONCEALED IN NON-ARCHITECTURALLY FINISHED AREAS OR UNDER FLOOR SLAB. CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT.



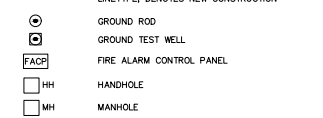
CIRCUIT HASH MARKS (WHEN INDICATED): LONG, SHORT, SINGLE DOT, AND DOUBLE DOT REPRESENT PHASE, NEUTRAL, EQUIPMENT GROUND, AND ISOLATED EQUIPMENT GROUND, RESPECTIVELY. #12 IN 3/4" CONDUIT UNLESS OTHERWISE INDICATED.



CIRCUIT CONTINUATION
 CONDUIT STUBBED OUT AND CAPPED
 CONDUIT TAG OR CIRCUIT NUMBER - WIRE AND CONDUIT SIZE AS SPECIFIED IN CIRCUIT SCHEDULE ON THE SHEETS



GROUNDING CONDUCTOR
 UNDERGROUND CONCRETE ENCASED DUCT BANK
 DIRECT BURIED CONDUIT
 OVERHEAD SECONDARY CIRCUIT AND CONDUCTORS
 LINETYPE, DENOTES EXISTING TO REMAIN
 LINETYPE, DENOTES EXISTING TO BE DEMOLISHED
 LINETYPE, DENOTES NEW CONSTRUCTION



AREA DESIGNATION:
 INDOOR AREA TYPES ARE DEFINED ON THE PLAN DRAWINGS TO ESTABLISH MATERIALS AND METHODS IN ACCORDANCE WITH THE SPECIFICATIONS.

GENERAL REQUIREMENTS:

- CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING ALL CONDUITS ON PLANS, ONE-LINE DIAGRAMS, BLOCK DIAGRAMS, FOR SYSTEMS DESCRIBED IN SPECIFICATIONS, AND FOR CONDUITS NOT SHOWN ON THE DRAWINGS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING PROPERLY SIZED STARTER OVERLOADS FOR EQUIPMENT FURNISHED, OR PROPER SETTING OF SOLID-STATE OVERLOAD RELAYS.
- INSTRUMENTATION AND CONTROL ONE-LINE DIAGRAMS PROVIDE CABLE AND CONDUIT REQUIREMENT FOR EACH DEVICE. PROVIDE SEPARATE RACEWAYS FOR 240VAC AND 120VAC CONTROL CIRCUITS, AND FOR INSTRUMENTATION CIRCUITS. CONTRACTOR SHALL COMBINE SIMILAR CIRCUIT RUNS TO MINIMIZE THE NUMBER OF CONDUIT TERMINATIONS AT CONTROL PANELS, DCS EQUIPMENT, ETC. THE FOLLOWING IS A GUIDELINE BUT DOES NOT INCLUDE ALL COMBINATION TYPES AND SUBJECT TO EQUIPMENT AND MATERIAL SUPPLIED.

A. NO. 14 AWG XHHW CONTROL WIRE:	3/8" - 14 MAXIMUM
	1" - 23 MAXIMUM
	1 1/2" - 41 MAXIMUM
	1 3/4" - 57 MAXIMUM
	2" - 94 MAXIMUM
B. NO. 16 AWG TSP INSTRUMENT CABLE:	1" - 2 MAXIMUM
	1 1/2" - 9 MAXIMUM
	2" - 14 MAXIMUM
- LIGHTING, RECEPTACLE AND MISCELLANEOUS 120VAC CIRCUITS INDICATED ON THE PLANS ARE NOT SHOWN ON THE ONE-LINE DIAGRAMS. PROVIDE 2#12, #12G IN 3/4" INCH CONDUIT UNLESS OTHERWISE NOTED.
- WHERE CIRCUITING OVERSIZED TO ACCOMMODATE VOLTAGE DROP TO LIGHTING FIXTURES, RECEPTABLES, TOGGLE SWITCHES, AND SIMILAR DEVICES, SPLICE THE CIRCUIT DOWN TO #12 AWG AT THE DEVICE LOCATION FOR TERMINATION.
- COORDINATE FINAL LOCATIONS WITH EQUIPMENT PROVIDED.

GENERAL NOTES:

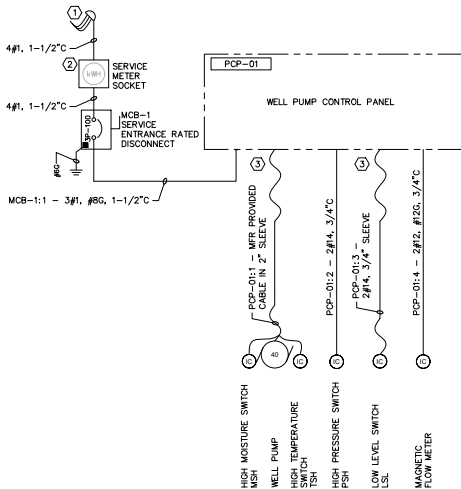
- THIS IS A STANDARD ELECTRICAL SYMBOLOLOGY SHEET. NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT.
- SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE.
- SEE P&ID LEGEND SHEET FOR PROJECT-SPECIFIC EQUIPMENT SYMBOLS, EQUIPMENT ABBREVIATIONS, AND PIPING SYSTEM ABBREVIATIONS.
- ONE-LINE DIAGRAMS SHOW CIRCUIT IDENTIFICATION, WIRE QUANTITY AND SIZES, AND CONDUIT SIZE WITHIN STRUCTURES. ONE-LINE DIAGRAMS ALSO INDICATE ORIGIN AND DESTINATION OF CIRCUITS, AND IDENTIFY CIRCUITS ROUTED UNDERGROUND. ONE-LINE DIAGRAMS DO NOT SHOW ALL JUNCTION BOXES AND CONDUITS NEEDED OR MANDATED BY THE NATIONAL ELECTRICAL CODE FOR WHICH THE INSTALLING CONTRACTOR IS RESPONSIBLE TO PROVIDE.
- FOR CIRCUITS WITHOUT UNDERGROUND PORTIONS, BUILDING FLOOR PLANS SHOW LOCATION OF EQUIPMENT FOR DETERMINING CIRCUIT LENGTH WITHIN THE STRUCTURE. FOR CIRCUITS WITH UNDERGROUND PORTIONS, ANTICIPATED PENETRATION OF UNDERGROUND CONDUITS ARE SHOWN ON STRUCTURE PLANS FOR DETERMINING THE LENGTH OF THE IN-STRUCTURE PORTION OF CIRCUITS. BUILDING FLOOR PLANS MAY ALSO SHOW HOME RUNS FOR LIGHTING, RECEPTACLE, AND OTHER MISCELLANEOUS EQUIPMENT CIRCUITS.
- SITE PLANS INDICATE THE GENERAL ROUTING OF UNDERGROUND CONDUITS AND DUCT BANK. CIRCUITS ROUTED IN UNDERGROUND CONDUITS OR DUCT BANK ARE INDICATED IN DUCTBANK SECTIONS REFERENCED ON THE SITE PLAN.
- DUCT BANK SECTIONS IDENTIFY CONDUIT SIZE, ARRANGEMENT OF UNDERGROUND CONDUITS, AND CIRCUITS ROUTED IN EACH UNDERGROUND CONDUIT.

DATE: 8/02/2022
 FILE: 7072-S-EL-002-02

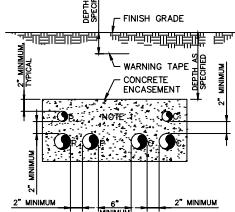
HCRMA
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 HDR
 Firm Registration No. F-754
 4828 Loop Central Drive, Suite 800
 Houston, Texas 77081-2201
 713.622.9284

ELECTRICAL
 LEGEND AND ABBREVIATIONS
 SHEET 2 OF 2

SCALE: NONE			
DATE: 8/02/2022	PROJECT: 7072-S-EL-002-02	DIST: HIDALGO	COUNTY: HIDALGO
FILE: 7072-S-EL-002-02		PHR: 28	SHEET NO: 28



1 ONE-LINE DIAGRAM
29 NOT TO SCALE



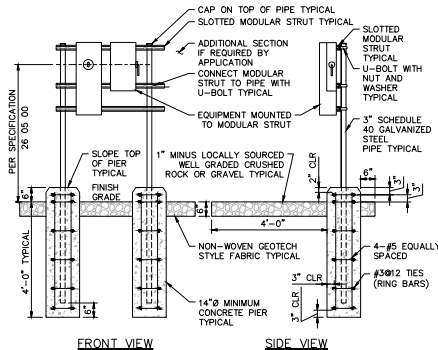
NOTES:

1. NUMBER OF CONDUITS AS REQUIRED FOR THE APPLICATION.
2. P SUBSCRIPT ELECTRICAL POWER OR CONTROL CONDUIT.
3. C SUBSCRIPT COMMUNICATION (TELEPHONE, DATA, INSTRUMENTATION) CONDUIT.

3 CONCRETE ENCASED DUCTBANK SECTION
29 NOT TO SCALE

HCRMA - GRANJENO SITE LOADS			
MOTOR LOAD (NON-VFD)	HP	FLA	
WELL PUMP	40	52	
SUBTOTAL NON-VFD MOTOR LOADS		52	
KVA LOADS	N/A	FLA	
		61.0	
SUBTOTAL KVA LOADS		61.0	
SUBTOTAL CONNECTED LOAD		50	
20% OF LARGEST MOTOR		11	
SUBTOTAL - MINIMUM CAPACITY PER NEC		65.0	
20% SPARE CAPACITY		11	
TOTAL WITH 20% SPARE CAPACITY		78	
MCB SIZE:		100A	

2 LOAD ANALYSIS
29 NOT TO SCALE



NOTES:

1. COMBINED EQUIPMENT LOADS PER 36" SPAN SHALL NOT EXCEED 500LB.
2. MODULAR STRUT WIDTH: 1 5/8".
3. RACK ASSEMBLY MATERIAL: GALVANIZED PER SPECIFICATION 26 05 00.
4. REPAIR CUT ENDS AND DAMAGED SURFACES IN ACCORDANCE WITH SPECIFICATION 05 50 00.
5. GENERAL USE CONCRETE PER SPECIFICATION 03 31 30 FOR PIER.

4 MODULAR EQUIPMENT RACK WITH PIPE VERTICAL SUPPORTS ON PIER BASE
29 NOT TO SCALE

GENERAL NOTES:

1. IF EQUIPMENT IS SUBSTITUTED AND ELECTRICAL MODIFICATIONS ARE REQUIRED, THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MANUFACTURER AND DIVISION 450 CONTRACTORS FOR ALL POWER CONNECTION REQUIREMENTS PRIOR TO PROCUREMENT AND INSTALLATION.

KEY NOTES:

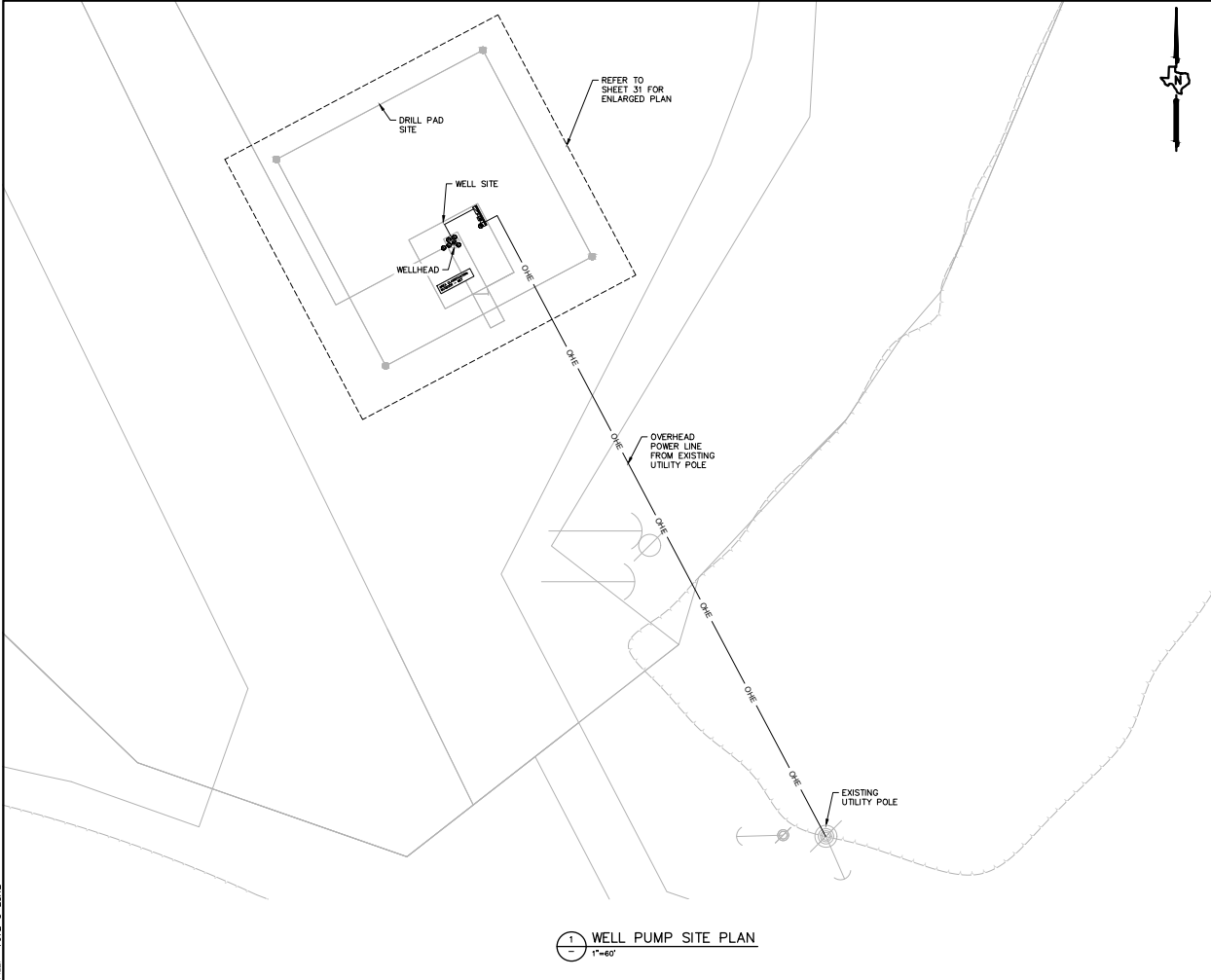
1. CONTRACTOR SHALL COORDINATE SERVICE WEATHER HEAD AND CONDUCTOR REQUIREMENTS WITH UTILITY AND PROVIDE EQUIPMENT AS REQUIRED.
2. CONTRACTOR SHALL COORDINATE SERVICE METER SOCKET WITH UTILITY AND PROVIDE EQUIPMENT AS REQUIRED.
3. PROVIDE A MINIMUM OF 18" AIR GAP BETWEEN SLEEVE AND CONTROL PANEL. PROVIDE CABLE GLAND AND STRAIN RELIEF GRIP.



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ELECTRICAL ONE-LINE DIAGRAM AND DETAILS


SCALE: NONE	PROJECT: GRANJENO	DATE: 08/22/22	PROJECT NO: 2022-0001	PROJECT NAME: 365 TOLL
DATE: 8/22/2022	FILE: 7072-S-EDG-01	DIST: HIDALGO	COUNTY: HIDALGO	SHEET NO: 29




GENERAL NOTES:
 1. CONTRACTOR SHALL VERIFY THE EXACT LOCATION, QUANTITIES, AND RATINGS OF EXISTING UTILITY POLE AND COORDINATE WITH UTILITY.

DATE: 8/02/2022
 FILE: 7072-LS-EST


1 WELL PUMP SITE PLAN
 1"=60'



8-2-22



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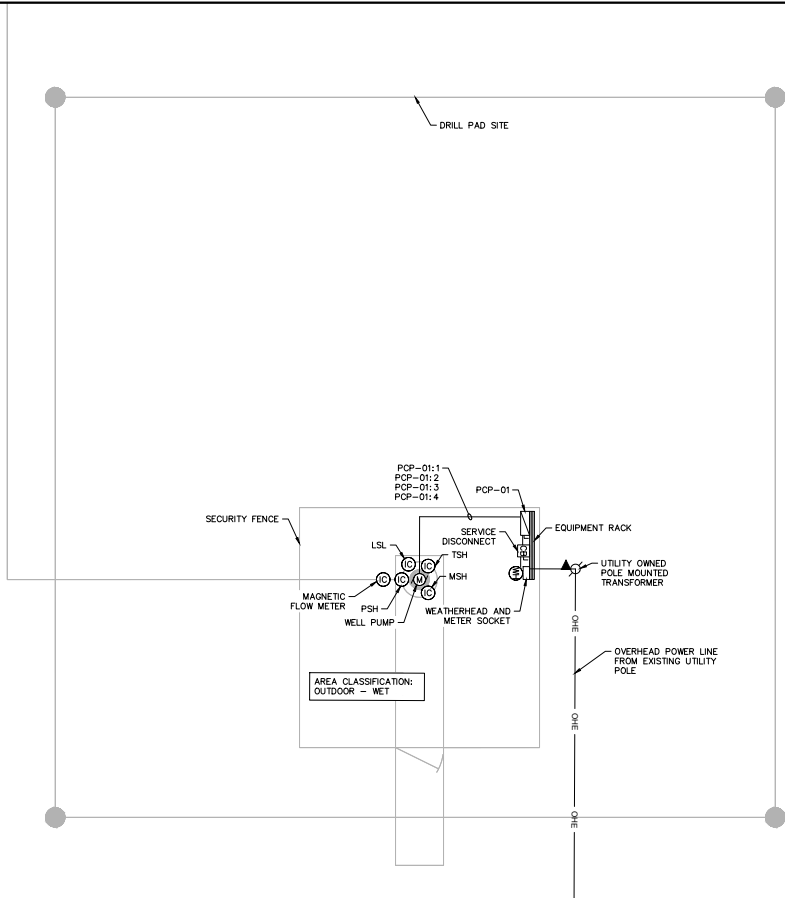


HDR
 HDR
 Firm Registration No. F-754
 4828 Loop Central Drive, Suite 800
 Houston, Texas 77081-0220
 713.622.9284

**ELECTRICAL
 WELL PUMP
 SITE PLAN**

SCALE: 1"=60'

PROJECT NO.	7072-LS-EST	UD	HIGHWAY
DIST		COUNTY	365 TOLL
SHEET NO.		PHR	HIDALGO
			30



1 ENLARGED WELL PUMP SITE PLAN
1"=20'

DATE: 8/02/2022
FILE: 7072-SSITE-EN

OSCAR JONGITUD
133057
PROFESSIONAL ENGINEER
8-2-22

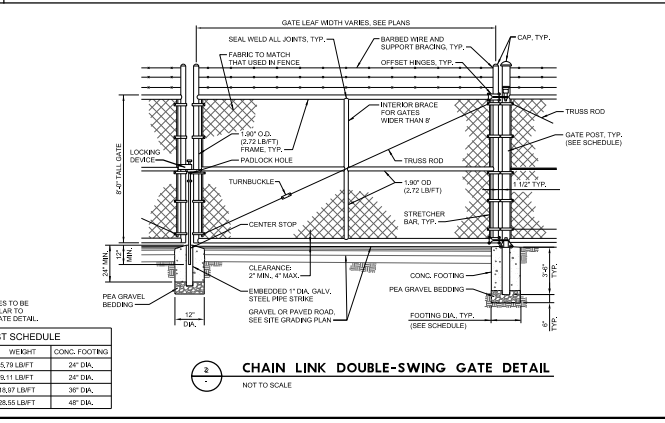
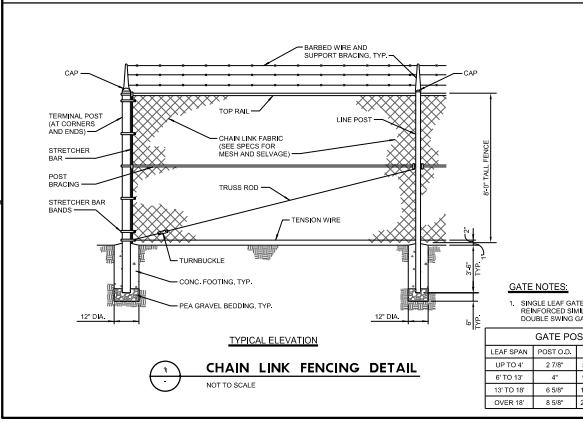
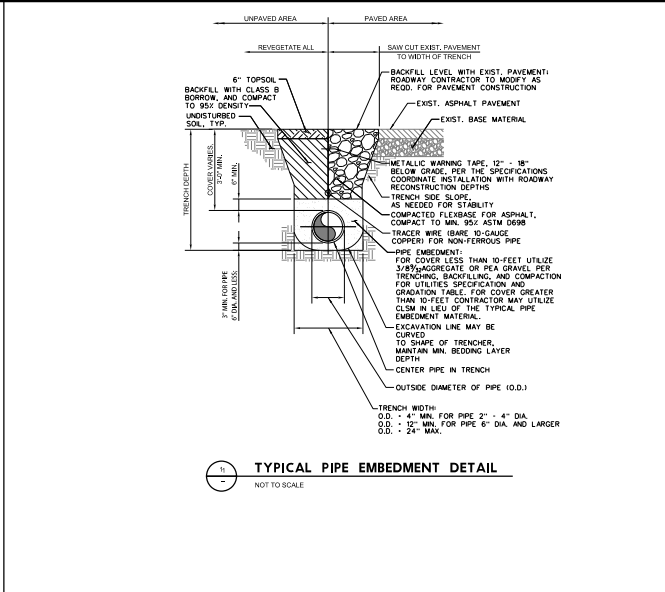
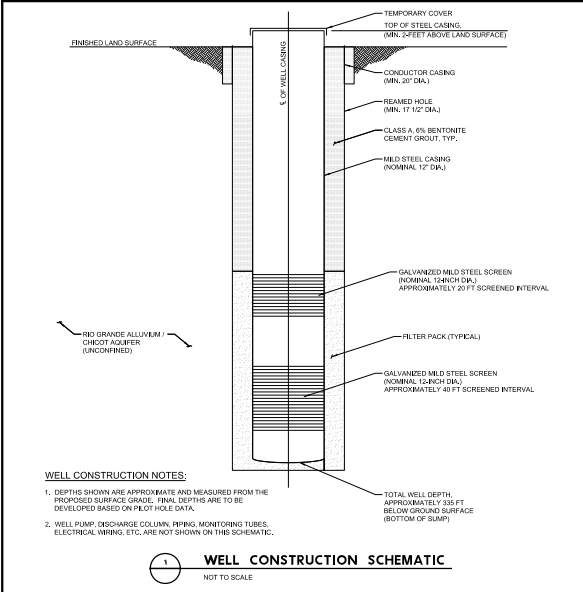
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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
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4828 Loop Central Drive, Suite 800
Houston, Texas 77061-0220
713.622.9284

ELECTRICAL
ENLARGED WELL PUMP
SITE PLAN

SCALE: 1"=20'

HDBN - HNSHSH UD	HIGHWAY
CK - N	365 TOLL
CK - WBS - KRZSHK	
CK - UPR - E	
CK - H	
CK - IR	
DIST	COUNTY SHEET NO.
PHR	HIDALGO 31



GATE NOTES:

- SINGLE LEAF GATES TO BE REINFORCED SIMILAR TO DOUBLE SWING GATE DETAIL.

GATE POST SCHEDULE			
LEAF SPAN	POST O.D.	WEIGHT	CONC. FOOTING
UP TO 4'	2.75"	5.75 LBS/FT	24" DIA.
6' TO 12'	4"	8.11 LBS/FT	24" DIA.
12' TO 18'	6.50"	18.89 LBS/FT	36" DIA.
OVER 18'	8.50"	26.65 LBS/FT	48" DIA.

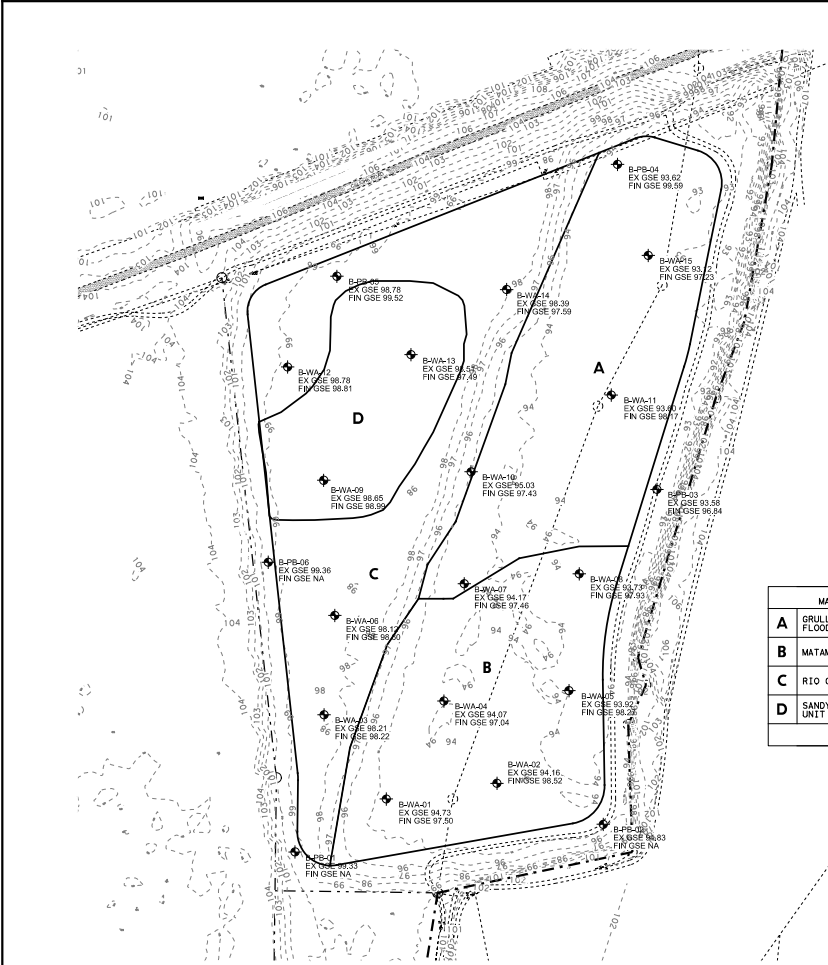
8/2/2022

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HIGHLAND COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA GRANJENO MISCELLANEOUS DETAILS

SHEET 1 OF 3	
HCRMA	365 TOLL
DIST	COUNTY
PHR	HILDAO
SHEET NO.	32

DATE: 8/2/2022
FILE: \\s:\17072-S-Walkway-01.dwg



- SOIL MANAGEMENT PLAN NOTES**
- REFER TO NOTE 2 UNDER ENVIRONMENTAL GENERAL NOTES ON SHEET 4.
 - REMOVE ALL VEGETATION (TREES AND SHRUBS) WITH TRUNKS, BRANCHES, STALKS, ETC., LARGER THAN 1 INCH IN DIAMETER ACROSS ENTIRE WETLAND FOOTPRINT.
 - REFER TO NOTE 3 UNDER ENVIRONMENTAL GENERAL NOTES ON SHEET 4.
 - IN CUT AREAS, THE SOIL BELOW THE UPPER 2' SHOULD BE EXCAVATED AND EITHER PLACED IN STOCKPILE(S) TO BE USED AS CLAY LINER MATERIAL AFTER TESTED AND APPROVED FOR CLAY LINER MATERIAL OR PLACED IN FILL AREAS.
 - IN AREA D REMOVE ALL ORGANIC MATERIALS, DELETERIOUS MATERIALS, AND EXISTING SOIL TO A DEPTH OF AT LEAST 6 INCHES. THIS MATERIAL SHOULD BE STOCKPILED AND USED AS TOPSOIL ON THE OUTER PORTION OF THE BERM.
 - IN AREA D REMOVE REMAINING SOIL TO THE PLANNED SUBGRADE ELEVATION (BOTTOM OF CLAY LINER). THIS SOIL MAYBE USED AS FILL SOIL. (NOT CLAY LINE MATERIAL).
 - ALL IMPORT SOIL USED AS CLAY LINER OR FILL MATERIAL SHALL MEET THE CLAY LINER SPECIFICATIONS. SURVEY AS NECESSARY TO CONFIRM:
 - EXISTING GROUND SURFACE
 - GRADE AFTER REMOVING THE UPPER 2 FT OF SOIL AND DEAD ORGANIC MATERIAL (PLANTING SOIL) ACROSS ENTIRE WETLAND FOOTPRINT (EXCEPT AREA D)
 - BOTTOM OF CLAY LINER
 - TOP OF CLAY LINER
 - FILL LAYERS ARE SHOWN ON THE TYPICAL SECTION SHEET 3.

NRCS WSS MAP UNIT NAME	ACRES IN AREA OF INTEREST	PERCENT OF AREA OF INTEREST
A BRILLA CLAY - FREQUENTLY FLOODED AND PONDED	6.7	28.1%
B MATAMOROS SILTY CLAY	6.5	27.2%
C RIO GRANDE SILTY CLAY LOAM	7.4	30.9%
D SANDY SOIL (NOT A MAP UNIT NAME)	3.3	13.8%
TOTAL	23.9	100.0%

Samuel Saldivar

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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713.622.5264

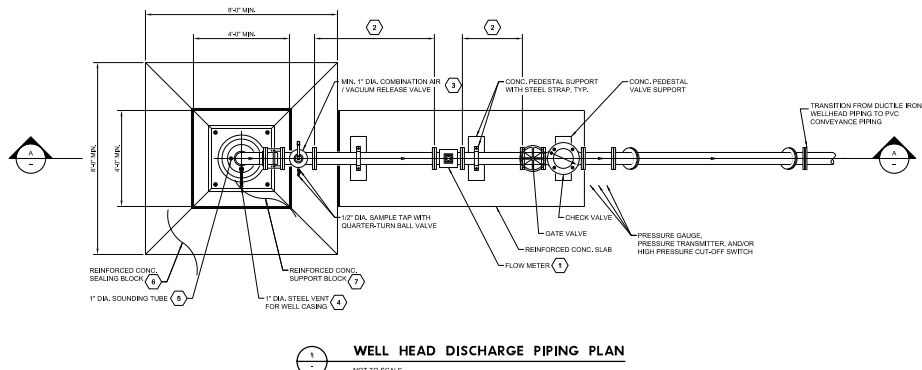
HCRMA GRANJENO
SOIL MANAGEMENT
PLAN

SCALE: 1"=200'

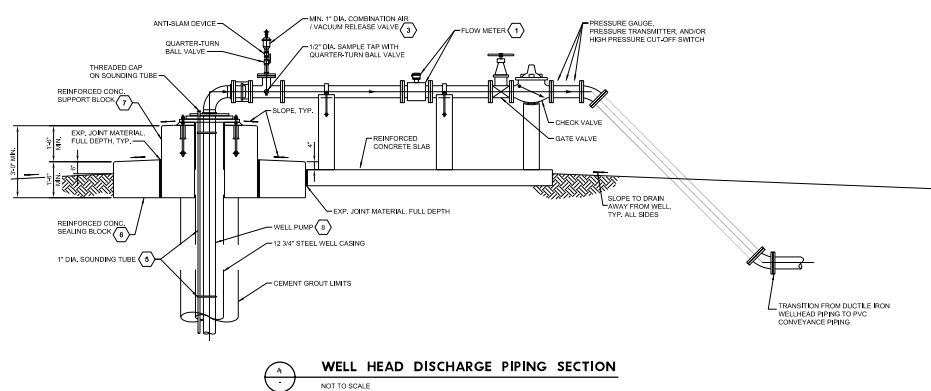
SHEET 1 OF 1

CS: 00	00	00	00	00	00
CS: 00	00	00	00	00	00
CS: 00	00	00	00	00	00
CS: 00	00	00	00	00	00
PRR	HIDALGO	COUNTY	365 TOLL	SHEET NO.	35

DATE: 9/27/2022
FILE: 7072-35-SP-01



WELL HEAD DISCHARGE PIPING PLAN
NOT TO SCALE



WELL HEAD DISCHARGE PIPING SECTION
NOT TO SCALE

KEYED NOTES:

- 1 FLOW METER:
 - A. MAGNETIC FLOW METER TO BE INSTALLED WITHIN 50 FEET OF THE WELL.
 - B. FLOW METER SHALL BE ENDRESS-HAUSER AND PROMAG WAGO SERIES WITH HEARTBEAT VERIFICATION OPTION. HOUSINGS SHALL BE ALUMINUM TYPE.
 - C. FLOW INDICATOR SHALL READ IN GPM, WITH WHOLE NUMBERS ONLY.
 - D. METER SHALL BE RATED TO A MINIMUM OF 550 GPM ACCURATE TO WITHIN 1% OF ACTUAL FLOW RATE, FROM 0 TO 500 GPM.
 - E. HERMETICALLY SEALED, NON-RESETTABLE TOTALIZER.
 - F. NO FLOW TAKEOFFS ARE PERMITTED UPSTREAM OF THE FLOW METER.
- 2 FLOW METER SHALL BE LOCATED SO THAT THE MINIMUM UPSTREAM AND DOWNSTREAM LENGTHS OF STRAIGHT PIPE MEET OR EXCEED THE MINIMUM RECOMMENDATIONS OF THE FLOW METER MANUFACTURER, NO VALVES, TEES, OR OTHER APPURTENANCES WILL BE PERMITTED IN THE STRAIGHT RUNS OF PIPE LENGTHS.
- 3 COMBINATION AIR/VACUUM RELEASE VALVE WITH ANTI-SLAM DEVICE SHALL BE SIZED TO MEET THE RECOMMENDATIONS OF THE WELL PUMP MANUFACTURER, BUT NO LESS THAN 1/2 INCH DIAMETER. RELEASE PIPING SHALL BE INSTALLED WITH A TURN-DOWN ELBOW AND A 1/2 INCH STAINLESS STEEL SCREEN AT THE DISCHARGE.
- 4 WELL CASING VENT SHALL BE 1/2 INCH DIA. STEEL PIPING INSTALLED WITH A TURN-DOWN ELBOW AND A 1/2 INCH STAINLESS STEEL SCREEN AT THE DISCHARGE.
- 5 SOUNDING TUBE SHALL BE SUPPORTED BY BANDING TO THE PUMP COLUMN EVERY 20 FEET, BOTTOM OF SOUNDING TUBE TO BE SET AT THE TOP OF THE PUMP BOWLS.
- 6 TOP OF CONCRETE SEALING BLOCK SHALL SLOPE AWAY FROM CONCRETE SUPPORT PAD TO DRAIN, 1/4" PER FOOT MINIMUM.
- 7 TOP OF CONCRETE SUPPORT PAD SHALL SLOPE AWAY FROM WELL CASING TO DRAIN, 1/4" PER FOOT MINIMUM.
- 8 WELL PUMP AND MOTOR SELECTION...

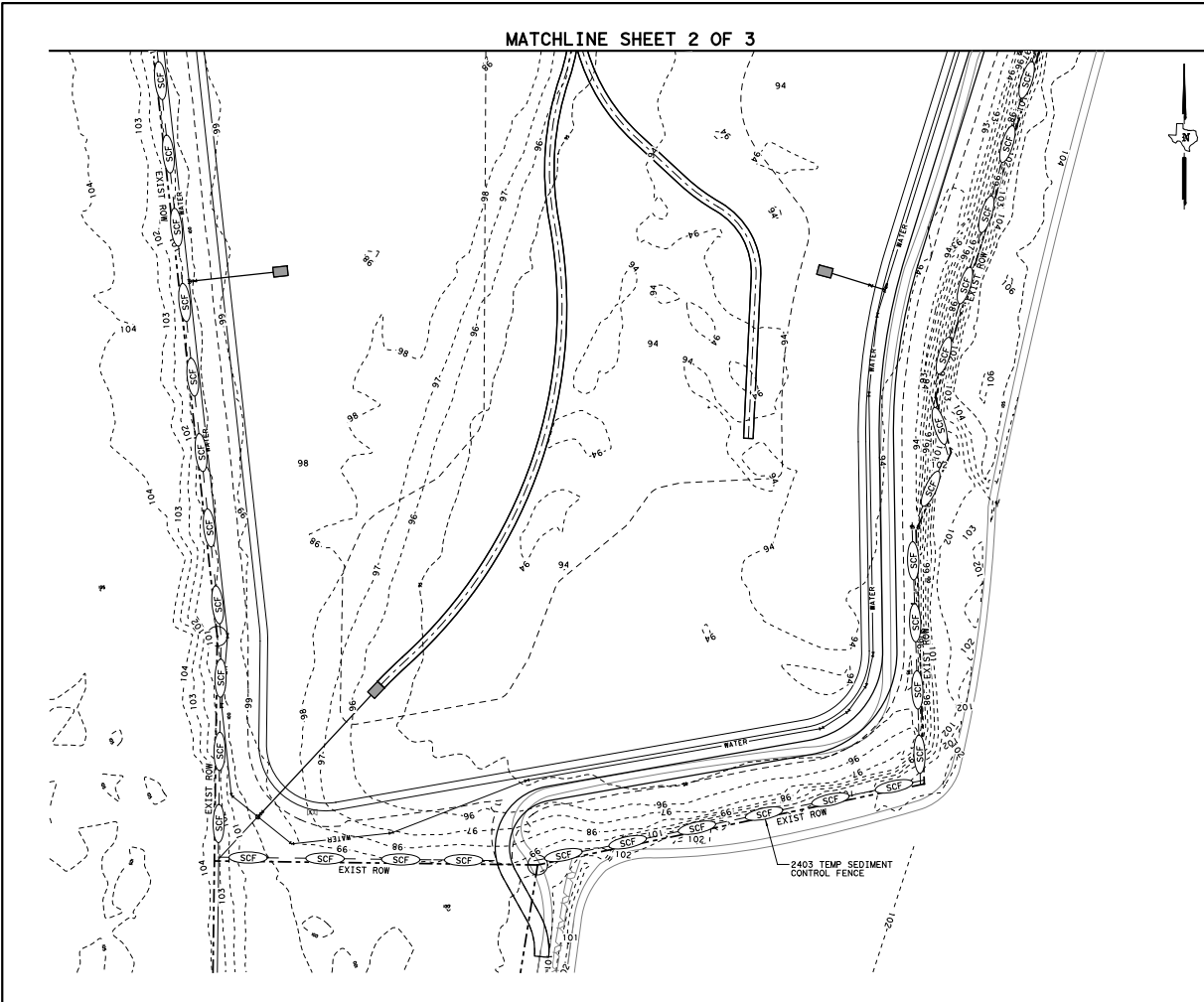
8/2/2022

HCRMA GRANJENO MISCELLANEOUS DETAILS

SHEET 3 OF 3															
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DATE: 8/2/2022	DRAWN: [Blank]														
FILE: 7072-5-MW-Misc-05.dgn	CHECKED: [Blank]														
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PROJECT: [Blank]	SCALE: [Blank]														
COUNTY	365 TOLL	SHEET NO.													
HILALOS	HILALOS	34													

MATCHLINE SHEET 2 OF 3

- LEGEND:**
- CULVERT LOCATION
 - DIRECTION OF FLOW
 - CONSTRUCTION EXIT
 - SWALE
 - ENERGY DISSIPATOR
 - WATERLINE
 - TEMP SEDIMENT CONTROL FENCE
 - ROCK FILTER DAM (TYPE 1)
 - DROP INLET SEDIMENT TRAP (LOG)
 - DITCH LINE SEDIMENT TRAP (LOG)



DATE: 8/2/2022
FILE: 7072-S-SWP-81

8/2/2022

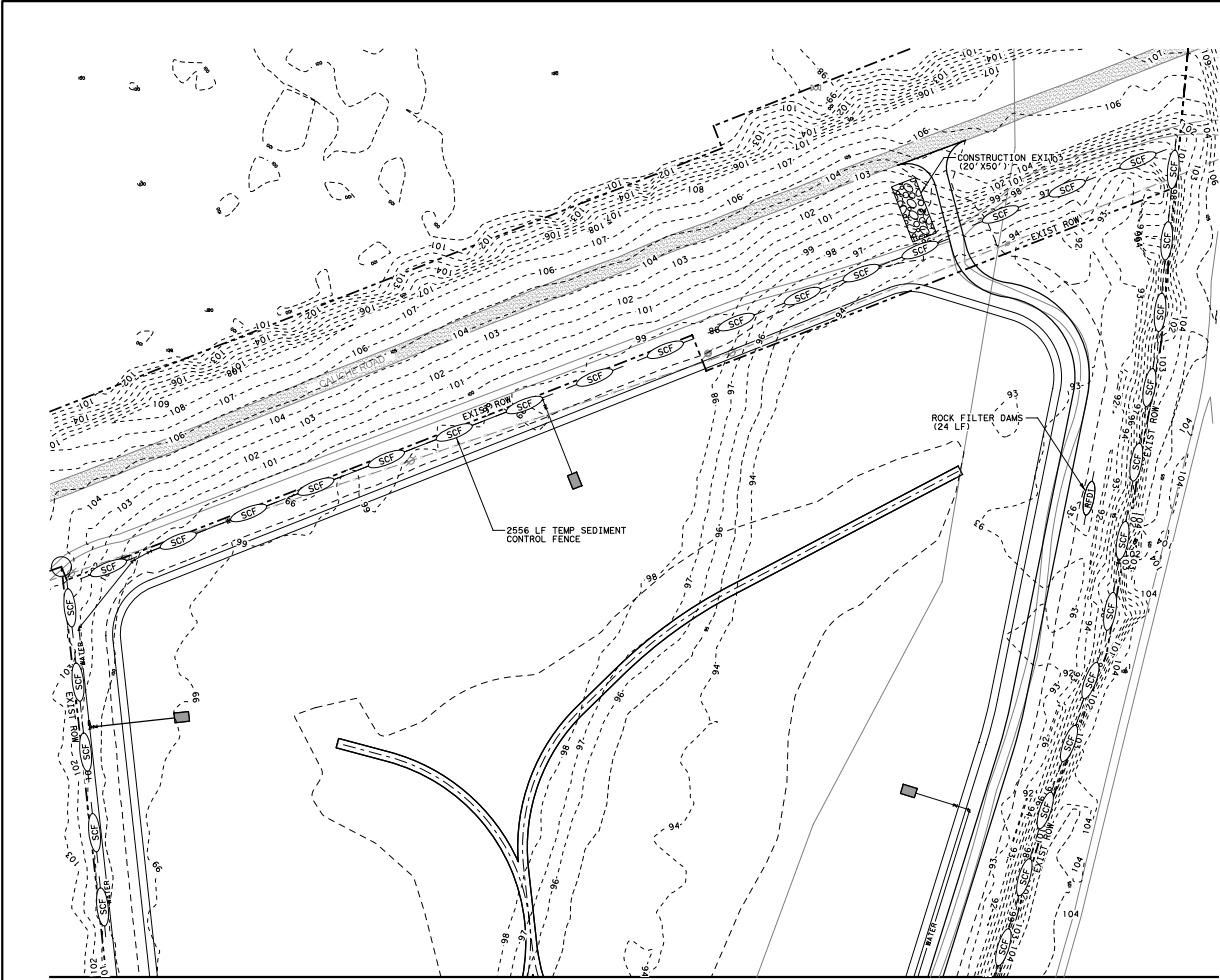
Harmarjun Harris

HCRMA
HIGHLAND COUNTY REGIONAL MOBILITY AUTHORITY

HDR
HIGHWAY DESIGN & RESEARCH, INC.

HCRMA GRANJENO
WETLAND MITIGATION SITE
SW3P

SCALE: 1" = 100'		SHEET 1 OF 3	
DATE	PROJECT	HCRMA	
BY	NO.	365 TOLL	
DATE	COUNTY	DIST	SHEET NO.
PHR	HIGHLAND		36



- LEGEND:**
- CULVERT LOCATION
 - DIRECTION OF FLOW
 - ▨ CONSTRUCTION EXIT
 - SWALE
 - ENERGY DISSIPATOR
 - WATERLINE
 - TEMP SEDIMENT CONTROL FENCE
 - ROCK FILTER DAM (TYPE 1)
 - DROP INLET SEDIMENT TRAP (LOG)
 - DITCH LINE SEDIMENT TRAP (LOG)



DATE: 8/2/2022
FILE: 7072-SS-SWP-02

MATCHLINE SHEET 1 OF 3

8/2/2022

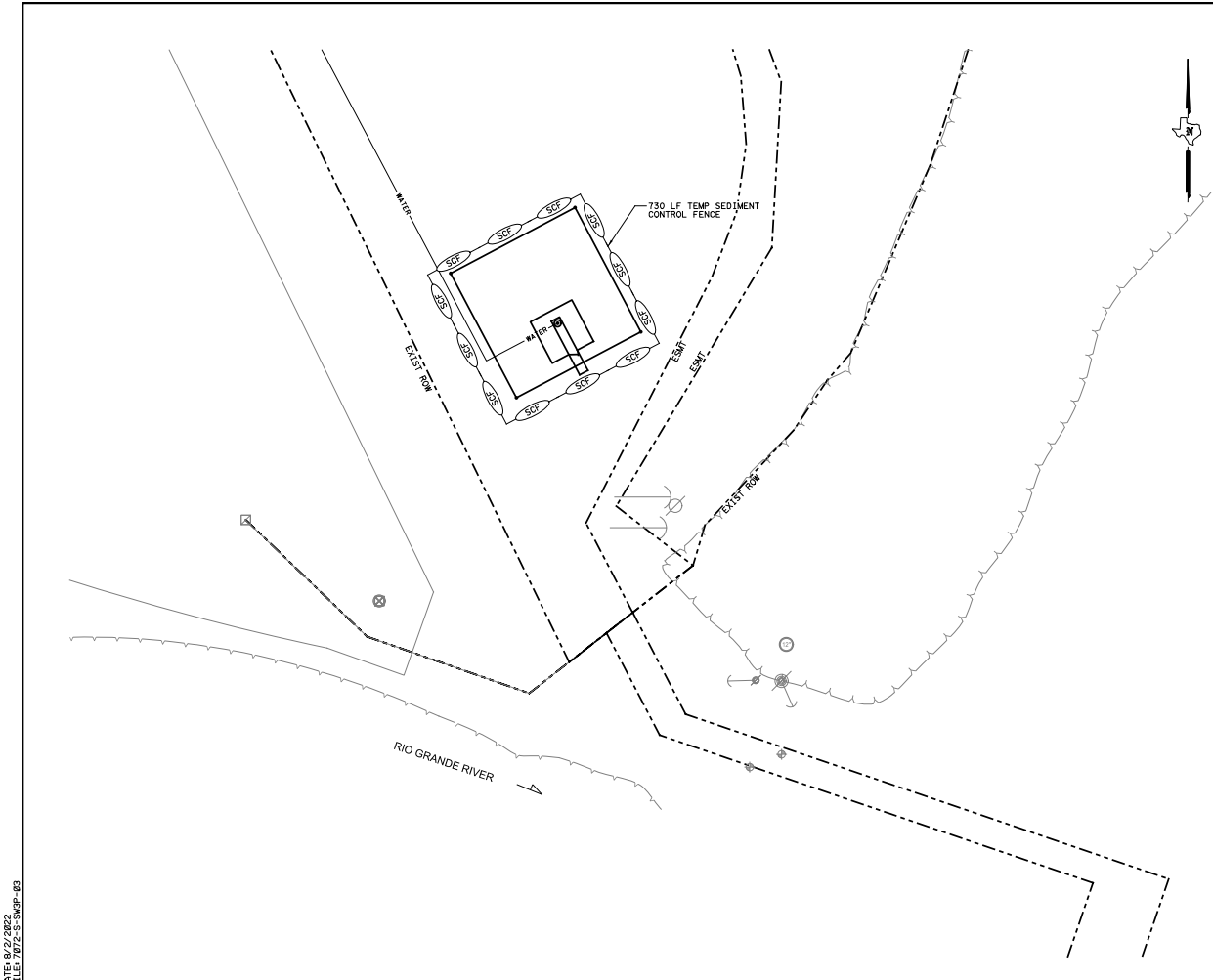
Harmon

HCRMA
HIGHLAND COUNTY REGIONAL MOBILITY AUTHORITY

HDR
HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77056-2220
713.622.6264

HHCRMA GRANJENO
WETLAND MITIGATION SITE
SW3P

SCALE: 1" = 100'		SHEET 2 OF 3	
DATE	PROJECT	DISTRICT	REGION
8/2/2022	7072-SS-SWP-02	PHR	HILLCOAST
DATE	PROJECT	DISTRICT	REGION
8/2/2022	7072-SS-SWP-02	PHR	HILLCOAST



- LEGEND:**
- CULVERT LOCATION
 - DIRECTION OF FLOW
 - CONSTRUCTION EXIT
 - SWALE
 - ENERGY DISSIPATOR
 - WATERLINE
 - TEMP SEDIMENT CONTROL FENCE
 - ROCK FILTER DAM (TYPE 1)
 - DROP INLET SEDIMENT TRAP (LOG)
 - DITCH LINE SEDIMENT TRAP (LOG)

STATE OF TEXAS
HARMON ARJUN
112683
8/2/2022

HCR
FERM Registration No. F-754
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Houston, Texas 77056-2220
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**HHCRMA GRANJENO
WETLAND MITIGATION SITE
SW3P**

SCALE: 1" = 100'

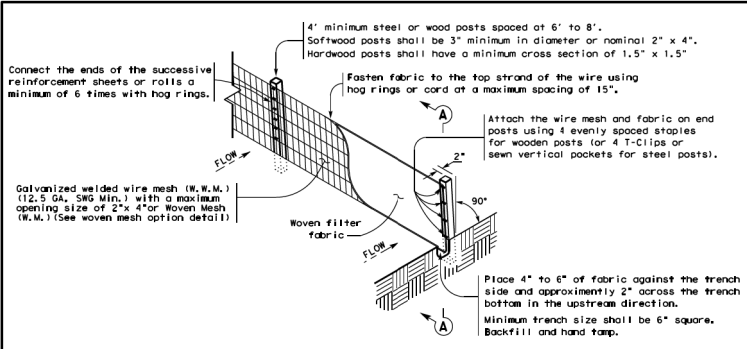
SHEET 3 OF 3

DATE	08/2/2022	PROJECT	365 TOLL
FILE NO.	7072-SS-SW3P-03	DIST.	HIGHLAND
		COUNTY	38
		PHR	

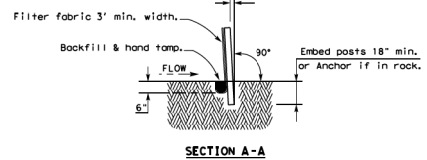
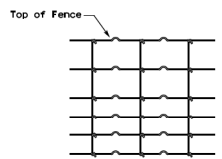
DATE: 08/2/2022
FILE: 7072-SS-SW3P-03

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DATE: 8/2/2022
 FILE: SCF16



TEMPORARY SEDIMENT CONTROL FENCE
SCF



HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA, SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

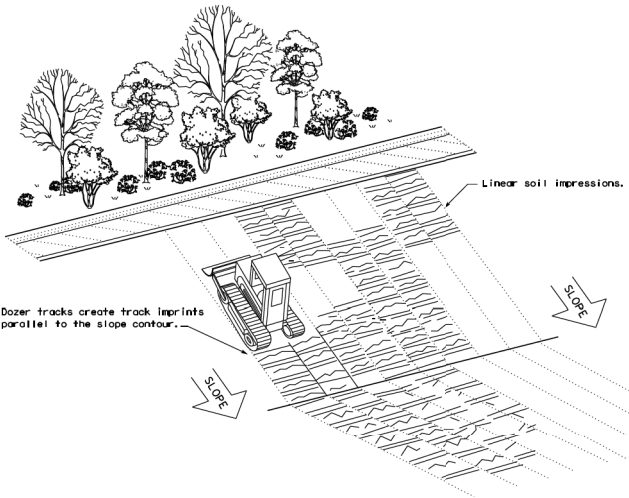
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered. Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT². Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.



GENERAL NOTES

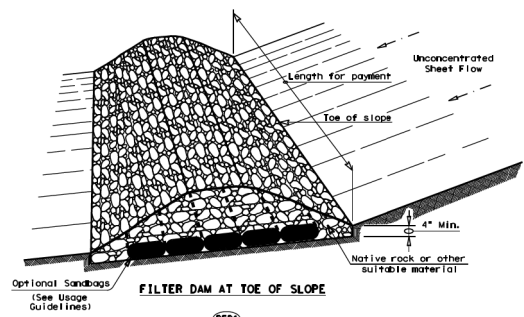
1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

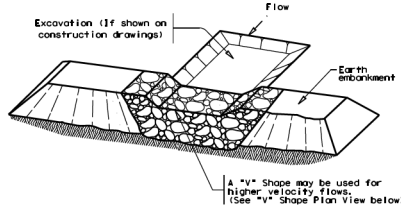
Texas Department of Transportation		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING			
EC(1)-16			
FILE# 02116	DATE 08/01/16	CHK BY JAW/VP	REVISED
021007	08/01/16	0921/02	368 365 TOLL
PHR	HIDALGO	SHEET NO. 39	

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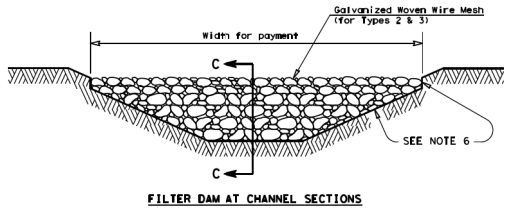
FILTER DAM AT TOE OF SLOPE

— RFD1 —



FILTER DAM AT SEDIMENT TRAP

— RFD2 — OR — RFD3 —

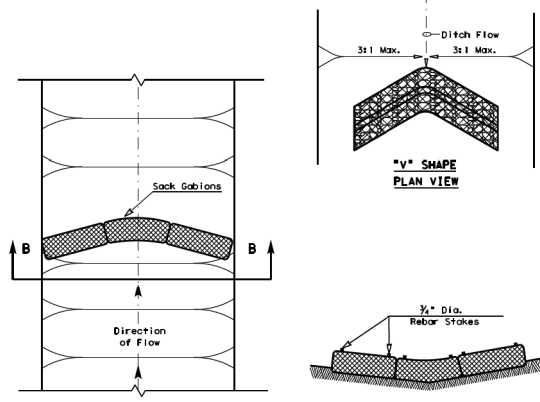


FILTER DAM AT CHANNEL SECTIONS

— RFD1 — OR — RFD2 — OR — RFD3 —

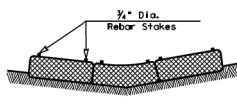
GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream of drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded or the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4".
10. Flow outlets should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown herein are suggestions only and may be modified by the Engineer.

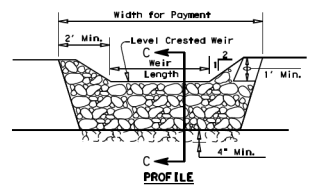


PLAN VIEW

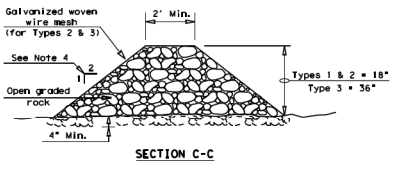
SECTION B-B



SECTION B-B



PROFILE



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT² of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 may be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

PLAN SHEET LEGEND

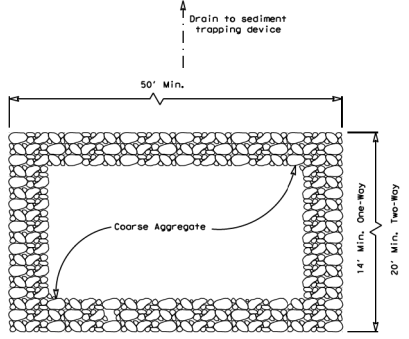
- Type 1 Rock Filter Dam — RFD1 —
- Type 2 Rock Filter Dam — RFD2 —
- Type 3 Rock Filter Dam — RFD3 —
- Type 4 Rock Filter Dam — RFD4 —

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES ROCK FILTER DAMS EC (2) - 16			
FILE# EC216	DATE 09/21/02	CHKD JF	INCH VP
DESIGNED BY PHR	DATE 09/21/02	CHKD JF	INCH VP
PHR	PHR	PHR	PHR
COUNT 368		SHEET NO. 40	
CONTRACT 0921 02		DIVISION 365 TOLL	
PROJECT PHR		DRAWING	

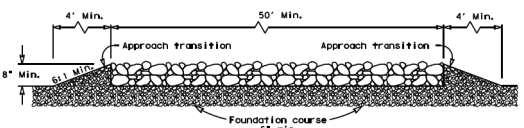
DATE: 8/2/2002 10:12:14 AM
 FILE: RFD1

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PLAN VIEW

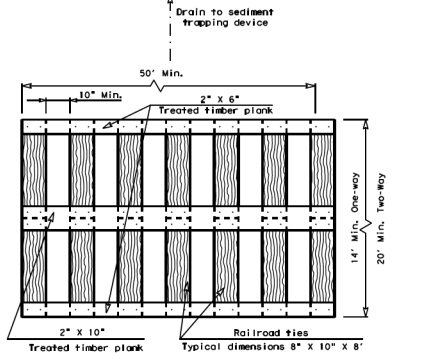


ELEVATION VIEW

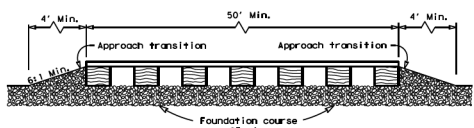
**CONSTRUCTION EXIT (TYPE 1)
ROCK CONSTRUCTION (LONG TERM)**

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW

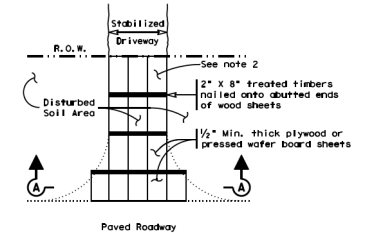


ELEVATION VIEW

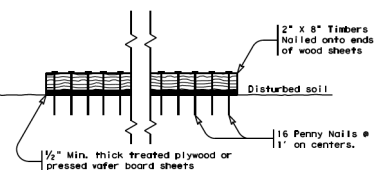
**CONSTRUCTION EXIT (TYPE 2)
TIMBER CONSTRUCTION (LONG TERM)**

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2" x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



SECTION A-A

**CONSTRUCTION EXIT (TYPE 3)
SHORT TERM**

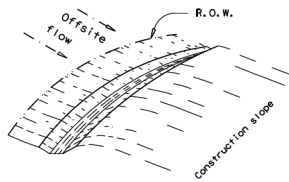
GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES CONSTRUCTION EXITS EC (3) -16			
PLAN 05316 202007, JULY 2016 REVISED	DWG TxDOT 0921 02 PHR	(REV) 368 365 TOLL HIDALGO	(REV) L5 365 TOLL 41

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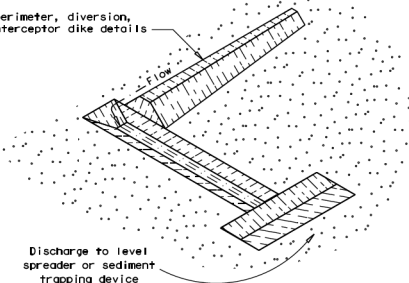
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 FILE: 86158



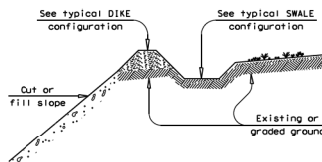
PERIMETER SWALE



See perimeter, diversion, or interceptor dike details

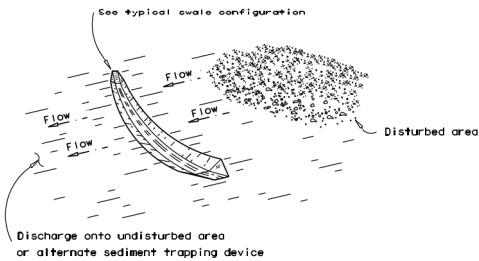


DIVERSION SWALE

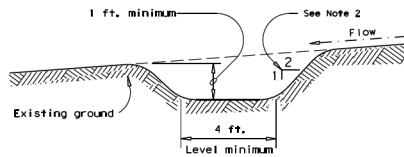


DIVERSION DIKE WITH SWALE

See typical swale configuration



INTERCEPTOR SWALE



TYPICAL SWALE CONFIGURATION

GENERAL NOTE

1. Dimensions of swale may be modified with prior approval of the Engineer.
2. Side slopes within the safety clear zone of a roadway shall be 6:1 or flatter.
3. Grading shall be shown elsewhere on the plans or as directed by the Engineer.
4. The Engineer reserves the right to modify the dimensions shown for the swale dependent on runoff volume characteristics.
5. Swales that are in place for more than 14 calendar days should be stabilized through seeding or other measures to control sediment runoff.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Remove sediment and debris when accumulation affects the performance of the devices, after a rain and when directed by the engineer.

SWALE AND DIKE/SWALE USAGE GUIDELINES

A swale or dike/swale may be used to intercept runoff and divert it around unstabilized areas or to divert sediment laden runoff to an erosion control device (sediment basin or trap, rock filter dam, etc.).

The drainage area contributing runoff to a swale or dike/swale should not exceed 5 acres. The spacing of swales and dike/swales should be as follows:

Slope of disturbed areas above dike	greater than 10%	5 - 10%	less than 5%
Maximum distance between dikes	100'	200'	300'

Intercepted runoff flowing in a swale or dike/swale should outlet to a stabilized area (vegetation, rock, etc.).

PLAN SHEET LEGEND

- SWALE —(S)—
- DIKE —(D)—

		Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES (EARTHWORK FOR EROSION CONTROL) EC (5) - 16			
FILE# 86158 08/02/2022	DATE 08/02/2022 TIME 10:12:24 AM	DRAWN BY 092102	CHECKED BY 368
DIST PHR	COUNTY HIDALGO	SHEET NO. 42	TOTAL SHEETS 365 TOLL



2005 N Los Ebanos Blvd.
Alton, Texas 78573
jmjconstructors@gmail.com
956-598-6665

12/06/2023

Proposal Hidalgo County Regional Mobility Authority (HCRMA)

Project: HCRMA Granjeno Wetland Mitigation Site

Address: 203 W. Newcombe Ave. Pharr, TX 78577



Hidalgo County Regional Mobility Authority (HCRMA)

Granjeno Wetland Site – Work Authorization #5

Construction Documents Project Manual

October 18, 2023

HDR Project No. 10334419



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- 01 41 26 - STORMWATER POLLUTION PREVENTION PLAN AND PERMIT
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DIVISION 00 SPECIFICATIONS

00 01 07

SEALS AND SIGNATURES

Owner Name: Hidalgo County Regional Mobility Authority

Facility or Site Name: Granjeño

Project Name: Granjeño Mitigation Site

Project or Contract Designation: 10334419

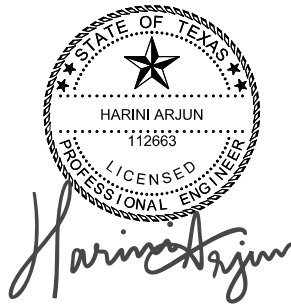
Engineer: HDR Engineering, Inc.

Samuel Saldivar, Jr., PE
License No. 92638

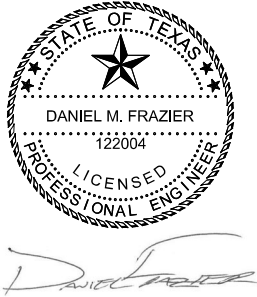
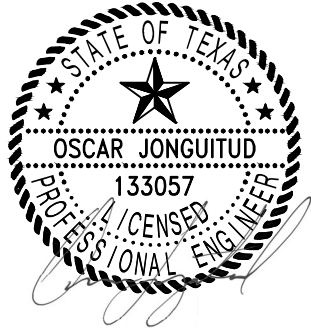


The seal and signature to the left applies to the following Specifications divisions and sections of this project manual:

Harini Arjun, PE
License No. 112663



The seal and signature to the left applies to the following Specifications divisions and sections of this project manual:

<p>Daniel Frazier, PE License No. 122004</p> 	<p>The seal and signature to the left applies to the following Specifications divisions and sections of this project manual:</p>
<p>Oscar Jonguitud, PE License No. 133057</p> 	<p>The seal and signature to the left applies to the following Specifications divisions and sections of this project manual:</p>

Engineer's seal and signature does not apply to the documents that comprise Division 00, Bidding and Contracting Requirements.

It is a violation of applicable laws and regulations governing professional licensing and registration for any person, unless acting under the direction of the licensed and registered design professional(s) indicated above, to alter in any way the Specifications in this project manual.

END OF SEALS AND SIGNATURES



Advertisement and Invitation to Bidders
Request for sealed bids for
Hidalgo County Regional Mobility Authority BID #2023-001
for the
Granjeño Wetland Mitigation Site Project

Bid opening date and time: **Wednesday, December 6, 2023, Until 3:00 P.M. C.S.T.**
Pre-Bid Meeting: Tuesday, November 21, 2023, 2 P.M. C.S.T. (MANDATORY)
In-person or Virtual Attendance Option
Local Government Sponsor: Hidalgo County Regional Mobility Authority (HCRMA)
Pilar Rodriguez, PE, Executive Director
203 W. Newcombe Ave, Pharr, Texas 78577
Telephone / Fax: (956) 402-4762 / (956) 468-2176

Bid Documents for Construction of the Granjeño Mitigation Site (Granjeno) may be obtained from the HCRMA website at no expense via a CivCAST project listing that will be published to <http://www.hcrma.net/bids.html>. The Granjeño project is for the restoration of 23.88 acres of land, including approximately 17 acres planned specifically for wetland restoration. HCRMA will dedicate 12 of the 17 acres to compensate for impacts resulting from the 365 Toll project (also referred to as the SH 365 roadway project in the mitigation plan). The remaining 5 acres of restored wetland area at the mitigation site will be held in reserve for application toward future projects within the watershed. The project consists of grading and compaction of approximately 19 Acres to establish a wetland which includes placement of a clay liner and plant root zone soil strata. It also includes berm grading and compaction of approximately 6 Acres of upland area. Construction of an access driveway and road including maintenance and brush clearing/tree trimming, of a groundwater well with controls and approximately 3,000 linear feet of pvc pipe distribution, and a security fence for the groundwater well and associated equipment.

Electronic bids via CivCast will be received by the HCRMA, **until 3:00 P.M. C.S.T., Wednesday, December 6, 2023**. Bids will be opened and read aloud at the HCRMA Offices at 203 W. Newcombe Ave, Pharr, Texas 78577 at 3:05 P.M. C.S.T. on the deadline due date. Bids received after the previously mentioned date and time will not be considered and will be rejected. The HCRMA reserves the right to accept or reject all or any part of any bid; hold all bids for 120 days from due date of receipt without actions, waive minor technicalities, require statements or evidence of bidder's qualifications, including financial statements, and award the lowest responsive and responsible bidder. Acceptance will be based on the low bid of a responsive and responsible contractor that is currently prequalified to do construction work with TxDOT. **Award of bid shall be subject to a final contract award by the HCRMA Board of Directors.**

A Pre-bid Meeting will be held for this project on Tuesday, November 21, 2023 at 2:00 P.M. C.S.T., at the Hidalgo County Regional Mobility Authority Offices. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend (in-person or virtually) to have their proposal opened. HCRMA Staff and General Engineering Consultant will review plans, specifications, details, materials and requirements of the work, and therefore Sub-contractors and materials suppliers who expect to be associated with the project are invited to attend.

Any Contractor intending to bid on this project must be prequalified by Texas Department of Transportation (TxDOT) and able to conduct work within State Right-of-Way. Bid security in the amount of five (5%) percent of the total bid submitted must accompany each proposal in accordance with the Invitation to Bid. Performance and payment bonds for one hundred (100%) percent of the contract value will be required upon issuance of the contract. In accordance with 49 CFR Part 26 and based on the project's Federal funding, type of work, location, overall and item cost estimate values, subcontracting opportunities, certified DBE firms in vicinity of the project location, and size of the project TxDOT's Office of Civil Rights assigns a race-conscious DBE goal of six (6.0%) percent for this project proposal.

The HCRMA will only entertain Questions / RFI's via the project's CivCAST listing, and the HCRMA will provide timely answers (and potentially issue addenda, as needed). Questions / RFI's will not be answered by phone or by any other means other than CivCAST. All inquiries shall be submitted by 3:00 P.M. C.S.T. on Wednesday, December 6, 2023. Inquiries beyond this date will not be responded, and Addenda will be available wherever Bid Documents are made available.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TO BE PUBLISHED IN THE MONITOR ON SUNDAY 11/12/2023, WEDNESDAY 11/15/2023, SUNDAY 11/19/2023, WEDNESDAY 11/22/2023, SUNDAY 11/26/2023, AND WEDNESDAY 11/29/2023.

INSTRUCTIONS TO BIDDERS
FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use, nor does it grant or confer ownership or any property interest in the Bidding Documents and other documents distributed for the Project. Authorization to download documents, or other distribution, includes the right for Bidding Documents holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the Bidding Documents holder pays all costs associated with printing or reproduction. Paper or other types of printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a Bidding Documents holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered Bidding Documents holders will receive Addenda issued by Owner or Issuing Office.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to prospective Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2022-001-20117 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor any bidder's or the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor certain documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats as originally prepared by Engineer.
 - 1. Electronic Documents that are available in native file format include:
 - a. USACE Permit SWG-2013-00175 – 09/22/2016
 - b. Geotechnical Analyses and Recommendations Report – 07-15-2022
 - 2. Release of such documents will be solely for the convenience of the Contractor and subject to additional requirements, if any, for such release as indicated in Specifications Section 01 31 26 – Electronic Communication Protocols. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that electronic/digital information provided in Electronic Documents is appropriate and adequate for Contractor's specific purposes.
 - 4. In no case will Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in Texas.
 - C. Be prequalified by TxDOT to perform the work.
 - D. Texas (or other) contractor license number, if applicable.
 - E. Subcontractor and Supplier qualification information.
 - F. Other required information regarding qualifications.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidders shall be experienced in the kind of Work to be performed, shall have the or be able to obtain construction equipment necessary for the Work, and shall possess sufficient capital to properly perform the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show and document to Owner's satisfaction that Bidder has the necessary ability, facilities, equipment, and resources to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-bid conference does not alter the Bidding Documents. Owner or Issuing Office will issue Addenda to make any changes to the Bidding Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents, including in Specifications Section 01 11 00 – Summary of Work. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface

structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any prospective Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-Related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
 - 1. Bidder is required to “check-in” at the Owner’s office at 203 W. Newcombe Ave., Pharr TX, 78577 prior to visiting the Site. Bidder must sign Owner’s “check-in” sheet to show their commitment in visiting the Site. If a Bidder does not visit the Site, they will be considered unqualified to submit a bid.
- B. Bidders visiting the Site are required to: (1) arrange their own transportation to the Site; and (2) each Bidder visiting the Site is responsible for providing and using its own personal protective equipment appropriate for the Site and conditions, and in accordance with posted requirements, if any. At minimum, each visitor to the Site should have an appropriate hardhat, steel-toed boots, eye and hearing protection (other than ordinary eyewear), and a high-visibility reflective safety vest. Comply with Paragraph 5.05 of these Instructions to Bidders.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Safety and Protection Program*

- A. Refer to General Conditions Article 7.13.

5.06 *Other Work at the Site*

- A. Reference is made to Specifications Section 01 11 00 – Summary of Work, for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other potentially confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will complete and submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Successful Bidder (as Contractor) will make similar express representations and certifications when it signs the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Submit questions by posting them to the CIVCAST website for the Granjeño Mitigation Site project.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all Bidding Documents holders registered with the Issuing Office. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Bidding Documents.
- 7.05 Addenda that Owner judges to have a material or significant effect on Bidders’ preparation of pricing and other requirement element of the Bid will be transmitted via Addendum for Bidders’ receipt not less than three days prior to the scheduled date for receipt of the Bids. Clarifications or modifications that Owner deems will not have a material or substantial effect on the

preparation of Bids may be transmitted for Bidders' receipt later, for receipt prior to the deadline for receipt of Bids.

ARTICLE 8—BID SECURITY

8.01 *Required Form and Amount of Bid Security*

- A. A Bid must be accompanied by bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- B. Such bid bond will be issued in the form included in the Bidding Documents.

8.02 *Bid Security of Successful Bidder*

- A. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has signed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Successful Bidder's bid security will be released.
- B. If the Successful Bidder fails to sign and deliver the Contract and furnish the required Contract security within the number of days, indicated in Paragraph 20.01 of these Instructions to Bidders, after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- C. Upon Successful Bidder's default:
 - 1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due Owner.
 - 2. When the bid security is a damages form of bid bond, to the extent of Owner's damages will be forfeit and due Owner.
 - 3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the Bidding Documents. Owner will so notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
- D. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 *Bid Security of Bidders other than the Successful Bidder*

- A. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.
- B. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
- C. Release of Bid Security: Owner may release any Bidder's bid security by returning such bid security to the associated Bidder. When bid security is in the form of a bid bond, Owner may dispose of or destroy the bid bond and so advise the associated Bidder in writing that the bid bond has been released.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any), are to be achieved are set forth in the Agreement.
- 9.02 Provisions for liquidated and special damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials, equipment, and procedures specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items or procedures. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment or procedure, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, and will perform the Work in accordance with procedures indicated in the Bidding Documents, as supplemented by Addenda, if any. Assumptions regarding the possibility of post-bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 Refer to General conditions Article 7.07 for requirements.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents via CIVCAST (www.civcastusa.com), then Bidder shall prepare and submit its Bid through CIVCAST. Bidder may prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8.5inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be signed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be signed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be signed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be indicated on the Bid Form.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum items as set forth in the Bid Form.
- B. .

13.02 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each item of Unit Price Work will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and final Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate, unbound copy of the Bid Form, and, where required, the Bid Bond Form and other supplements to the Bid Form. The unbound copy of the Bid Form and supplements (if any) is to be completed and submitted with the Bid security and the other documents required with the Bid by Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery method, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement or invitation to bid.
- 14.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. Owner accepts no responsibility for delays in returning Bids submitted or delivered to the incorrect location.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted, prior to the date and time established in the Bidding Documents for the receipt of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 of this Article and submit a new Bid prior to the date and time for established in the Bidding Documents the receipt of Bids.
- 15.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the bid security will be returned.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the Advertisement or invitation to bid and, unless obviously non-responsive, will be read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may reject the Bid of any Bidder that fails to demonstrate appropriate qualifications, experience, and resources for the Work, in accordance with Article 3 of these Instructions to Bidders.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 *Basis for Award of Contract*

- A. If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest-priced, responsive Bid that has not otherwise been disqualified.
- B. Owner reserves the right to award the Contract to the Bidder determined by Owner to be in Owner's best interest, regardless of whether such Bid is the lowest-priced Bid received.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or elsewhere in the Bidding Documents, or prior to the Notice of Award.
- B. *Based Bid with Alternates:* In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all Bidders, present at the opening of Bids, a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening the Bids; Bidders not present for the opening of Bids may obtain the announced budget amount from Owner or Engineer. For comparison purposes, alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the

responsiveness, responsibility, and other factors set forth in these Instructions to Bidders, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate bid prices for which Owner determines funds will be available at the time of award.

- C. *Unit Price Work*: For the determination of the apparent low-price Bid when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price bid for that item, together with amount(s) of lump sum items (if any).
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications, experience, and resources of the Bidder and may consider the qualifications, experience, and resources of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner, with or without Engineer's assistance, may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Paragraph 2.01 and Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the signed Agreement to Owner (or Owner's representative), it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8 ("Bid Security") of these Instructions to Bidders addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Agreement, along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and required bonds and insurance documentation (as required by the Contract Documents) to Owner. Within 10 days thereafter, Owner will deliver one fully signed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—CONTRACTS TO BE ASSIGNED

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave., Pharr, TX 78577
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any unit prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Lump Sum Items)

Item No.	Description	\$
A-1	Mobilization and Demobilization	\$ 330,000.00
A-2	Well and Pump - 550GPM Capacity (including site pad, grading, building, new power connection, instrumentation, controls, and integration)	\$ 250,000.00

A-3	Planting (procurement, storage, delivery, installation, protection, maintenance)	\$ 50,000.00
A-4	Storm Water Pollution Prevention Plan (permitting, installation, maintenance, removal)	\$ 25,000.00
Total of All Lump Sum Bid Items		\$ 655,000.00

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
B-1	6-inch PVC Waterline	LF	2700	\$30.00	\$ 81,000.00
B-2	Excavation	CY	90,000	\$20.00	\$1,800,000.00
B-3	Embankment	CY	30,000	\$15.00	\$ 450,000.00
B-4	Clearing / Grubbing	AC	25	\$6,000.00	\$ 150,000.00
B-5	Grate Inlet	EA	1	\$15,000.00	\$15,000.00
B-6	18-inch RCP	LF	100	\$500.00	\$ 50,000.00
B-7	15-foot wide Access Road	SY	7,000	\$14.14	\$ 98,980.00
Total of All Unit Price Bid Items					\$ 2,644,980.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 3,299,980.00
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ARTICLE 4—

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	11/22/2023
Addendum #2	12/01/2023

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

JMJ Diaz Corp. DBA JMJ Constructors

(typed or printed name of organization)

By:



(individual's signature)

Name: Jose L Diaz

(typed or printed)

Title: President

(typed or printed)

Date: 12/6/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name: Marco A Diaz

(typed or printed)

Title: Operations Manager

(typed or printed)

Date: 12/6/2023

(typed or printed)

Bidder's Address for giving notices:

2005 N Los Ebanos Blvd Mission Tx 78573

Bidder's Contact Person:

Name: Jose L Diaz

(typed or printed)

Title: President

(typed or printed)

Phone: 956-522-5904


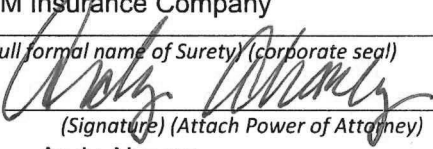
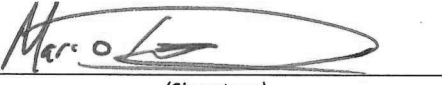
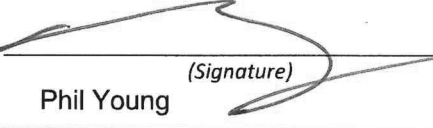
Email: jmjconstructors@gmail.com

Address:

2005 N Los Ebanos Blvd

Bidder's Contractor License No.: (if applicable) _____

BID BOND (DAMAGES FORM)

<p>Bidder Name: <u>JMJ Constructors</u></p> <p>Address (principal place of business): <u>2005 N. Los Ebanos Road</u> <u>Alton, TX 78573</u></p>	<p>Surety Name: <u>NGM Insurance Company</u></p> <p>Address (principal place of business): <u>55 West Street</u> <u>Keene, NH 03431</u></p>
<p>Owner Name: <u>Hidalgo County Regional Mobility Authority</u></p> <p>Address (principal place of business): <u>203 W. Newcombe Ave.</u> <u>Pharr, TX 78577</u></p>	<p>Bid Project (name and location): <u>HCRMA Granjeno Wetland Mitigation Site</u></p> <p>Bid Due Date: <u>December 6, 2023; 3:00 P.M.</u></p>
<p>Bond Bond Amount: [Amount] <u>Five Percent of Greatest Amount Bid (5%GAB)</u></p> <p>Date of Bond: [Date] <u>12/06/2023</u></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder <u>JMJ Constructors</u></p> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p>Surety <u>NGM Insurance Company</u></p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u> <i>(Signature)</i></p> <p>Name: <u>Jose Diaz</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: <u>Andy Alvarez</u> <i>(Printed or typed)</i></p> <p>Title: <u>Atty-in-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Marco Diaz</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>	<p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Phil Young</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

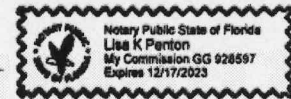


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

11 day of December, 2023

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
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 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the Hidalgo County Regional Mobility Authority (“Owner”) and (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Site improvements to establish a wetland area including grading, excavation, embankment, drainage structures, groundwater well, pump system, building structure, underground piping, and access road.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Granjeño Mitigation Site Project

ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR Engineering, Inc., 4828 Loop Central Drive, Suite 800, Houston TX 77081-2220 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer”

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Substantial Completion of Groundwater well and Pumping System - 60 days

2. Substantial Completion of Wetland soil layers, Berms, and Water delivery system - 120 days]
3. Substantial Completion of Wetland water saturation and fill - 150days]

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until the three Milestones have been achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

Guidance Notes—Special Damages

- 4.06 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
B-1	6-inch PVC Waterline	LF	2,700	\$	\$
B-2	Excavation	CY	90,000	\$	\$
B-3	Embankment	CY	30,000	\$	\$
B-4	Clearing & Grubbing	AC	25	\$	\$
B-5	Grate Inlet	EA	1	\$	\$
B-6	18-inch RCP	LF	100		
B-7	15-foot Wide Access Road	SY	7,000		
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[amount].
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the Thursday following the Owner’s monthly Board of Directors meeting of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work

based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of [number] percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Wage Determination Schedule.
 6. Statutory and Funding-Financing Entity Requirements.

7. Specifications as listed in the table of contents of the project manual (copy of list attached).
8. Drawings (not attached but incorporated by reference) consisting of 42 sheets with each sheet bearing the following general title: HCRMA WETLAND MITIGATION SITE.
9. Drawings listed on the attached sheet index.
10. Addenda (numbers [number] to [number], inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Hidalgo County Regional Mobility Authority
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Pilar Rodriguez, PE
(typed or printed)

Title: Executive Director
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
203 W. Newcombe Avenue
Pharr, TX 78577

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



CEO: Jose Luis Diaz 2005 N Los Ebanos Blvd

Alton, Tx 78573

956-566-6665

JMJ Constructors@Gmail.com

Bidders Qualification statement:

Our Company & Mission statement

JMJ Constructors was founded in 2014 by Jose L Diaz who has over 25 years of experience working with wastewater treatment construction, concrete work and other experience that has allowed JMJ Constructors to become successful. Over the course of 8 years, we have been in business and aimed to be the most reliable, professional, and hard-working company. Our Mission statement is "**No job too big. No job too small**" and we remain committed to it today. We have worked with various cities, counties, and engineering firms.

Please see next page for a list of our projects

List of projects (Current and Past)

We have worked on various projects through the years. Here are some of the projects we are currently working and complete

Schedule A—Current Projects

Name of Organization	City of Alamo				
Project Owner	City of Alamo	Project Name	City of Alamo TWDB Clean Water SRF WWTP Improvements		
General Description of Project	Water and wastewater Treatment Plant Construction				
Project Cost	\$10,187,438.00	Date Project	February 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Javier Sanchez	Enrique Cruz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Alamo	Owner	City of Alamo	956-787-0086	bsalinas@alamotexas.org
Designer	Enprotec Hibbs & Todd	Engineering Firm	Engineer Firm	325-698-5560	Joshua.berryhill@e-ht.com
Construction Manager	Joshua Berryhill	Engineer	Quintanilla, Headley Inc	325-698-5560	Joshua.berryhill@e-ht.com
Project Owner	North Alamo Water Supply Corporation		Project Name	NAWSC Plant #5 Transmission Water line	
General Description of Project	Proposed Pump Station System for the Conversion to Pipeline of the A-20 Irrigation Canal Phase V				
Project Cost	\$3,018,665.20	Date Project	March 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan M Diaz	Marco Diaz	Marco Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	North Alamo Water Supply Corporation	Owner	North Alamo Water Supply Corporation	956-383-1618	

Designer	Melden & Hunt Inc.	Engineering firm	Engineering Firm	956-381-0981	Mike@Meldeandhunt.com
Construction Manager	Mike Hernandez	Engineer	Engineer Firm	956-968-3154	monica@siglerwinstongreenwood.com
Project Owner	Inotiv (Envigo)		Project Name	Envigo WWTP	
General Description of Project	Envigo Wastewater Treatment plant expansion				
Project Cost	\$3,195,402.98		Date Project	February 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Enrique Cruz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					

	Name	Title/Position	Organization	Telephone	Email
Owner	Inotiv (Envigo)	Owner	Inotiv (Envigo)	361-207-3207	Dennis.Dietz@inotivco.com
Designer	James Miercrtschin & Associates	Engineer Firm	Engineer Firm	512-217-2438	m@jmaenv.com
Construction Manager	Dennis Dietz	Construction Manager	Inotiv (Envigo)	361-207-3205	Dennis.Dietz@inotivco.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Hidalgo County				
Project Owner		Project Name	Laredo Unitec WWTP Improvements		
General Description of Project	Relift Pumping Station				
Project Cost	\$1,768,272.85		Date Project	August 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan M Diaz	Marco Diaz	Marco Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County	Owner	Hidalgo County	956-383-6221	sh_hcid2@sbcglobal.net
Designer	Marcia Appia Civil Infra	Engineering Firm	Engineering Firm	956-540-9619	alfonso@marciappia.com
Construction Manager	Alfonso A. Gonzalez	Construction Manager	Engineering Firm	956-540-9619	alfonso@marciappia.com
Project Owner	City of McAllen		Project Name	McAllen Boeye Reservoir Levee Improvements	
General Description of Project	Concrete Rip Rap				
Project Cost	\$771,850.00		Date Project	January 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan M Diaz	Adair Pacheco	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen	Owner	City of McAllen	956-681-1130	lvargas@mcallen.net
Designer	Melden & Hunt	Engineering Firm	Engineering Firm	956-381-0981	mike@meldenandhunt.com
Construction Manager	Leonardo Vargas	Construction Manager	City of McAllen	956-681-1138	lvargas@mcAllen.net

Project Owner	North Alamo W.W.T.P	Project Name	128-NAWSC	
General Description of Project	Build a Wastewater Plant in North Alamo			
Project Cost	\$473,367.73	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jose L Diaz	Adair Pacheco	Enrique Cruz	Giovanni Diaz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Alamo	Owner	City of Alamo	956-787-0086	bsalinas@alamotexas.org
Designer	Rio Delta Engineering	Engineering Firm	Engineering Firm	956-380-5152	riodelta2004@yahoo.com
Construction Manager	James W. Griffin	Project Manager	ACP	210-218-7307	leighton@acpartners.org

REFERENCES:

Robert C. Pfeiffer-- R. P. Constructors, Inc.
512-392-5111
Allan Booe, P.E. -Melden & Hunt, Inc.
956-381-0981
Scott Hawkins - Hawkins & Affiliates
281-343-1993
Randy Winston - SWG Engineering, LLC.
956-968-2194
Andy Alvarez- NGM Insurance Company
956-821-3306



2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

956-598-6665

Sub-Contractors & Supplier List

Subcontractor/ Supplier List		
Type	Name	Address
<u>Subcontractor</u>	Rocha Infrastructure	P.O. Box 99 Los Fresnos, TX 78566
<u>Supplier</u>	Core & Main	100 N 1 st St McAllen, TX 78501

JMJ DIAZ, CORP.

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

For the Eight Months Ended August 31, 2023

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
www.deaver-saldivarcpafirm.com

JMJ DIAZ, CORP.
FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

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DEAVER & SALDIVAR CPA FIRM, LLC.

CERTIFIED PUBLIC ACCOUNTANTS

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WESLACO, TEXAS 78596

PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780

www.deaver-saldivarcpafirm.com

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

BOARD OF DIRECTORS

JMJ DIAZ, CORP.

ALTON, TEXAS

Management is responsible for the accompanying financial statements of JMJ Diaz, Corp., which comprise the balance sheet as of August 31, 2023, and the related statements of income, changes in stockholder's equity, and cash flows for the eight months then ended, and the related notes to the financial statements in accordance with the accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements and supplementary schedules.

Other Matter

The supplementary information contained in the schedule of contracts in progress, schedule of completed contracts, schedule of cost of revenue and schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the responsibility of management. The information was not subject to our compilation engagement, and, we have not audited or reviewed the information and, accordingly, do not express an opinion, a conclusion, nor any assurance on such information.

Deaver & Saldivar CPA Firm, LLC.

Weslaco, Texas

October 9, 2023

JMJ DIAZ, CORP.
BALANCE SHEET
As of August 31, 2023

Assets

Current Assets

Cash in Bank	\$ 965,811
Accounts Receivable Including Unconditional Retainage, Net	2,075,426
Employee Retention Credit Receivable	64,390
Contract Assets	665,368
Total Current Assets	<u>3,770,995</u>

Property and Equipment

Machinery and Equipment	1,756,630
Vehicles	89,620
Furniture and Fixtures	4,525
Land	127,500
Total Property and Equipment	<u>1,978,275</u>
Less: Accumulated Depreciation	<u>(1,164,121)</u>
Property and Equipment, Net	<u>814,154</u>
Total Assets	<u><u>\$ 4,585,149</u></u>

Liabilities and Stockholder's Equity

Current Liabilities

Accounts Payable	\$ 905,682
Credit Card Payable	8,355
Accrued Texas Franchise Tax	3,353
Payroll Liabilities	54,889
Contract Liabilities	1,159,877
Current Portion of Long-Term Debt	170,655
Total Current Liabilities	<u>\$ 2,302,811</u>

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
BALANCE SHEET
As of August 31, 2023

Liabilities and Stockholder's Equity (Continued)

Long-Term Liabilities

Notes Payable	\$ 510,763
Less: Current Portion of Long-Term Debt	<u>(170,655)</u>
Total Long-Term Liabilities	<u>340,108</u>
Total Liabilities	<u>2,642,919</u>

Stockholder's Equity (Deficit)

Stockholder's Equity

Common Stock \$1 Par Value	1,000
1,000 Shares Issued and Outstanding	
Retained Earnings	<u>1,941,230</u>
Total Stockholder's Equity (Deficit)	<u>1,942,230</u>
Total Liabilities and Stockholder's Equity (Deficit)	<u>\$ 4,585,149</u>

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
STATEMENT OF INCOME
For the Eight Months Ended August 31, 2023

	Amount	Percentage of Revenue
Revenue	\$ 7,561,572	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs	6,039,614	79.9%
Cost of Revenue - Indirect Costs	444,412	5.9%
Depreciation	172,789	2.3%
Total Cost of Revenue	6,656,815	88.0%
Gross Profit	904,757	12.0%
Expenses		
General and Administrative Expenses	285,882	3.8%
Total Expenses	285,882	3.8%
Operating Income (Loss)	618,875	8.2%
Other Income (Expense)		
Interest (Expense)	(17,252)	-0.2%
Gain on Disposal of Asset	30,584	0.4%
Interest Income	6,321	0.1%
Total Other Income (Expense)	19,653	0.3%
Net Income	\$ 638,528	8.4%

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY
For the Eight Months Ended August 31, 2023

	Common Stock		Retained Earnings	Total
	<i>Number of Shares</i>	Par Value \$1.00		
Balance 1/1/2023	1,000	\$ 1,000	\$ 1,337,782	\$ 1,338,782
Net Income			638,528	638,528
Distributions to Stockholder			(35,080)	(35,080)
Contributions from Stockholder			0	0
Balance 8/31/2023	1,000	\$ 1,000	\$ 1,941,230	\$ 1,942,230

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
STATEMENT OF CASH FLOWS
For the Eight Months Ended August 31, 2023

Cash Flows From Operating Activities

Net Income (Loss)		\$	638,528
Adjustments To Reconcile Net Income (Loss) To Net Cash:			
Depreciation Expense			172,789
Gain on Disposal of Asset	(1)		(30,584)
(Increase) Decrease in:			
Accounts Receivable Including Unconditional Retainage, Net			(847,951)
Employee Retention Credit			73,221
Prepaid Job Costs			1,423,708
Contract Assets			(550,142)
Increase (Decrease) in:			
Accounts Payable			(1,129,061)
Credit Card Payable			(73,575)
Payroll Liabilities			40,859
Contract Liabilities			727,421
Total Adjustments			<u>(193,315)</u>
Net Cash Provided By (Used In) Operating Activities			<u>445,213</u>

Cash Flows From Investing Activities

Acquisition of Property and Equipment		(1)	(1,385)
Disposal of Property and Equipment	(1)		0
Net Cash Provided By (Used In) Investing Activities			<u>(1,385)</u>

Cash Flows From Financing Activities

Borrowings		(1)	0
Repayments of Debt			(98,809)
Contributions from Stockholder			0
Distributions to Stockholder			(35,080)
Net Cash Provided By (Used In) Financing Activities			<u>(133,889)</u>
Net Increase (Decrease) in Cash			309,939

Cash at Beginning of Period			<u>655,872</u>
Cash at End of Period		\$	<u><u>965,811</u></u>

(1) See footnote 9 for significant non-cash transactions and supplemental information.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of entity and operations. JMJ Diaz, Corp. (the "Corporation") is a Texas Corporation incorporated on March 01, 2014. The Corporation is primarily involved in installing reinforcement steel (rebar) on construction projects, concrete paving, and pipe installation for local municipalities in South Texas.

Basis of accounting. The financial statements of the Corporation are prepared on the accrual basis of accounting.

Operating cycle. The Corporation performs work under fixed-price contracts or unit price contracts. These contracts are undertaken by the Corporation as a prime contractor. The length of the contracts varies between several months and less than two years. Typically, a contract is completed in less than two years.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and cost recognition. Revenues from fixed-price construction contracts are recognized as performance obligations are satisfied over time (formerly known as percentage-of-completion method), with the cost to cost method used to measure the value of work accomplished on a contract. This method is used because management considers total cost to be the best available measure of progress on the contracts. With cost to cost method, the percentage of contract cost completed to date to the estimated total contract cost is used to recognize revenue earned on a contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used may change within the near term.

The Corporation accounts for a contract when: (i) it has approval and commitment from both parties, (ii) the rights of the parties are identified, (iii) payment terms are identified, (iv) the contract has commercial substance and (v) collectability of consideration is probable. The Corporation considers the start of a project to be when the above criteria have been met and either have written authorization from the customer to proceed or an executed contract.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract costs include all material, subcontractor, direct equipment, operating and labor, and specific indirect costs related to contract performance, such as indirect labor, supplies, and tools. The operating costs of the warehouse are not charged to jobs or allocated to projects, but are included in cost of revenue. Selling, general, and administrative costs are charged to expense as incurred.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Change orders are modifications of an original contract that effectively change the existing provisions of the contract without adding new provisions or terms. Change orders may include changes in specifications or designs, manner of performance, facilities, equipment, materials, sites and period of completion of the work. Either the Corporation or its customers may initiate change orders.

The Corporation considers unapproved change orders to be contract variations for which they have customer approval for a change of scope but a price change associated with the scope change has not yet been agreed upon. Costs associated with unapproved change orders are included in the estimated costs to complete the contracts and are treated as project costs as incurred.

The Corporation considers claims to be amounts in excess of approved contract prices that they seek to collect from their customers or others for customer-caused delays, errors in specifications and designs, contract terminations, change orders that are either in dispute or are unapproved as to both scope and price, or other causes of unanticipated additional contract costs.

The asset, "Contract Assets", represents revenues recognized in excess of amounts billed, and is also noted as "Contract Assets" on the cash flow statement. In addition, revenue associated with unapproved change orders and claims is also included when realization is probable and amounts can be reliably determined. The liability, "Contract Liabilities", represents billings in excess of revenues recognized, and is also noted as "Contract Liabilities" on the cash flow statement.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables, including retainage. Receivables are generally based on amounts billed to the customer in accordance with the provisions of the agreement. Retainage is withheld by customers until completion of the contracts.

Many of the contracts under which the Corporation performs work contain retainage provisions. Retainage refers to that portion of billings made by the Corporation but held for payment by the customer pending satisfactory completion of the project. Unless reserved, the Corporation assumes that all amounts retained by customers under such provisions are fully collectible. Retainage on active contracts is classified as a current asset regardless of the term of the contract and is generally collected within one year of the completion of a contract.

Retainage for which the Corporation has an unconditional right to payment that is only subject to the passage of time are classified as contracts receivable. Retainage subject to conditions other than the passage of time do not meet the definition of a receivable and are therefore included in contract assets and contract liabilities, as determined on a contract by contract basis.

Normal contracts receivable are due 30 days after the issuance of the invoice. Contract retentions are due 30 to 60 days after completion of the project and acceptance by the owner. Receivables past due more than 120 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Inventory. The Corporation is a specialty contractor, and does not maintain standing inventory. All materials are purchased per unique contract specifications, as per ASC 606, the Corporation recognizes these purchases as costs incurred.

Property and equipment. Depreciation is generally provided on the straight-line method over the estimated useful lives of the assets. For construction equipment including heavy machinery, vehicles, and field support assets, depreciation is provided on the straight-line method over the estimated useful lives of the assets.

Credit cards payable. The Corporation considers the change in credit cards payable to be a component of cash flow from operations in the presentation of the cash flow statement. Only the net change in credit cards payable is presented in the cash flow statement and not the gross borrowings and repayments of these credit card balances.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes. The Corporation is treated as an S-Corporation for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal returns of the stockholders and taxed depending on their personal tax situations. The financial statements do not reflect a provision for income taxes.

The State of Texas has imposed a franchise tax calculated on certain entities including corporations and limited liability companies. The franchise tax is calculated similar to an income tax using gross revenues less the greater of the cost of goods sold, compensation, or 30% of gross revenue. All these terms are defined under State statute and are not necessarily the same as those used under generally accepted accounting principles or by the Internal Revenue Service.

Backlog and contract gross margin. The Corporation presents backlog where there is a signed contract for work on the schedule of contracts in progress. The indirect cost of the Corporation's operations are not charged to projects, and therefore the Corporation's accounting policy does not include any indirect cost in the presentation of contract gross margin in backlog.

2. FASB ASC 606 NEW ACCOUNTING GUIDANCE

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance." No retrospective transition was necessary from the adoption of the new guidance.

3. CASH IN BANK

The Corporation maintains cash balances at three financial institutions. Accounts at the institutions were insured by the Federal Deposit Insurance Corporation up to \$250,000. As of August 31, 2023, there were uninsured bank balances of \$465,811.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

4. ACCOUNTS RECEIVABLE INCLUDING UNCONDITIONAL RETAINAGE, NET

Accounts receivable including unconditional retainage, net as of January 1, 2023 and August 31, 2023, is comprised of the following:

	January 1, 2023	August 31, 2023
Completed Contracts	\$ 0	\$ 86,542
Completed in progress	552,850	994,729
Total Contracts Receivable	552,850	1,081,271
Unconditional retainage receivable	677,125	996,655
Less: allowance for doubtful accounts	(2,500)	(2,500)
Less: allowance for doubtful retainage	0	0
Total accounts receivable including unconditional retainage, net	<u>\$1,227,475</u>	<u>\$2,075,426</u>

5. CONTRACT ASSETS AND CONTRACT LIABILITIES

Contract assets and contract liabilities as of January 1, 2023 and August 31, 2023, were as follows:

	January 1, 2023	August 31, 2023	\$ Change	% Change
Accounts receivable	\$1,227,475	\$2,075,426	\$ 847,951	69.1%
Contract assets	115,226	665,368	550,142	477.4%
Contract liabilities	432,456	1,159,877	727,421	168.2%

During the reporting period, the Corporation recognized revenue of \$2,632,139 from performance obligations satisfied or partially satisfied in previous periods.

During the reporting period, the Corporation incurred \$444,412 of indirect costs which were not charged to projects.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

6. BACKLOG

The backlog for future work to be performed on signed contracts was \$5,839,577 at August 31, 2023. The estimated contract gross margin on this work was \$1,350,630. Estimated contract gross margin is based only on the estimated direct cost of completing projects.

7. PROPERTY AND EQUIPMENT

Property and equipment, net as of August 31, 2023, is comprised of the following:

Assets	
Machinery and equipment	\$ 1,756,630
Vehicles	89,620
Furniture and equipment	4,525
Land	127,500
	<u>1,978,275</u>
Accumulated depreciation	
Machinery and equipment	1,107,309
Vehicles	52,485
Furniture and equipment	4,327
	<u>1,164,121</u>
Net property and equipment	<u>\$ 814,154</u>
	Range of
<u>Depreciation life classes for assets</u>	<u>useful lives</u>
Machinery and equipment	5 Years
Vehicles	5 Years
Furniture and equipment	5 Years
Land	N/A

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

8. NOTES PAYABLE AND CAPITAL LEASES

Notes payable as of August 31, 2023, is comprised of the following:

<u>Unsecured short-term debt</u>	
Credit card payable, paid off monthly	\$ 8,355
Total unsecured short-term debt	<u>8,355</u>
<u>Secured long-term debt</u>	
Secured equipment note due 2028, interest rate 5.60%	166,328
Secured equipment note due 2028, interest rate 5.45%	90,923
Secured equipment note due 2026, interest rate 3.99%	41,351
Secured equipment note due 2025, interest rate 5.50%	28,255
Secured equipment note due 2024, interest rate 5.75%	18,436
Secured equipment note due 2025, interest rate 6.49%	28,288
Secured equipment note due 2025, interest rate 6.50%	24,108
Secured equipment note due 2027, interest rate 5.40%	113,074
Total secured long-term debt	<u>510,763</u>
Total debt outstanding	<u>\$ 519,118</u>

Future maturities of long-term debt consist of the following:

August 31, 2024	\$ 170,655
August 31, 2025	133,695
August 31, 2026	98,493
August 31, 2027	79,498
August 31, 2028	28,422
Thereafter	0
	<u>\$ 510,763</u>

During the reporting period, the Corporation entered into a 12-month agreement for a secured line of credit with a limit of \$500,000. The line of credit matures on June 15, 2024, and did not have an outstanding balance as of August 31, 2023. Mr. Jose Diaz, the President of the Corporation, has personally guaranteed the line of credit.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

9. SIGNIFICANT NON-CASH TRANSACTIONS AND SUPPLEMENTARY CASH FLOW INFORMATION

During the reporting period, the Corporation financed \$227,372 for the purchase of two pieces of equipment.

During the reporting period, the Corporation acquired one piece of equipment with a purchase value of \$218,642. This purchase was partially financed for \$185,642 along with a trade-in allowance of \$33,000.

During the reporting period, the Corporation traded in a piece of equipment with a historic cost of \$30,838 and accumulated depreciation of \$28,422. The total trade-in value for this vehicle was \$33,000. The Corporation recognized a net gain on this trade-in for \$30,584.

During the reporting period, the Corporation paid \$17,252 in interest. No Texas franchise taxes and no federal income taxes were paid.

10. VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Corporation operates primarily in the Rio Grande Valley area of the State of Texas and therefore subject to economic conditions that might affect the region. The geographic region has a history of hurricanes and tropical storms during late summer. Any major storm event could be disruptive to operations.

The Corporation has a concentration of receivables and retainages of \$1,742,718 or 84% with five customers as of August 31, 2023. The Corporation also generated \$6,586,890 or 87% of the period revenue from six customers.

11. SURETY BONDS

Many customers, particularly in connection with new construction, require the Corporation to post performance and payment bonds issued by a financial institution known as a surety. If the Corporation fails to perform under the terms of a contract or to pay subcontractors and vendors who provided goods or services under a contract, the customers may demand that the surety make payments or provide services under the bond. The Corporation must then reimburse the surety for any expenses or outlays it incurs. The Corporation, as a condition for entering certain contracts, has outstanding surety bonds. The bonds are partially collateralized by contracts receivable.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

12. CONTINGENCIES

Management has represented there is no anticipated or pending litigation which would have a material impact on the financial statements.

13. SUBSEQUENT EVENTS

Mr. Jose L. Diaz, President of the Corporation, has evaluated subsequent events through October 9, 2023, the date the financial statements were available to be issued.

JMJ DIAZ, CORP.
FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2023

SUPPLEMENTAL INFORMATION

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JMJ DIAZ, CORP.
SCHEDULE OF CONTRACTS IN PROGRESS
As of August 31, 2023

Job No.	Job Name	Total Contract			From Inception to August 31, 2023						At August 31, 2023			
		Contract Value	Estimated Gross Profit	Estimated Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Billed to Date	Estimated Cost to Complete	Contract Assets	Contract Liabilities	Backlog	Percent Complete
133	Alamo WTP	10,162,438	692,689	7%	9,658,627	9,000,279	658,348	7%	9,505,901	469,470	152,726		503,811	95%
142	Brownsville Southmost 2.0 Tank	233,742	112,276	48%	125,040	64,978	60,062	48%	219,754	56,488		94,714	108,702	53%
145	Harlingen	927,600	143,227	15%	877,438	741,956	135,482	15%	927,597	42,417		50,159	50,162	95%
147	Delta Lake Irrigation	1,078,000	96,102	9%	1,060,310	965,785	94,525	9%	1,078,000	16,113		17,690	17,690	98%
148	7K Emergency Line	889,515	472,282	53%	736,595	345,505	391,090	53%	889,515	71,728		152,920	152,920	83%
151	Transmission Line	3,018,655	754,656	25%	2,541,638	1,906,235	635,403	25%	2,807,065	357,764		265,427	477,017	84%
152	Envigo	3,195,403	798,851	25%	1,976,110	1,482,082	494,028	25%	2,275,539	914,470		299,429	1,219,293	62%
153	Mission Filters	690,000	203,500	29%	548,854	386,982	161,872	29%	585,750	99,518		36,896	141,146	80%
154	MPU Chain of Flight	604,900	60,490	10%	512,642	461,378	51,264	10%	0	83,032	512,642		92,258	85%
156	San Carlos Liftstation	1,078,180	215,636	20%	656,236	524,989	131,247	20%	762,027	337,555		105,791	421,944	61%
157	Lyford FEMA	676,811	135,362	20%	224,349	179,479	44,870	20%	280,151	361,970		55,802	452,462	33%
159	Sharyland WSP WTP 1	2,425,550	576,877	24%	223,378	170,251	53,127	24%	304,427	1,678,422		81,049	2,202,172	9%
		\$ 24,980,794	\$ 4,261,948	17%	\$ 19,141,217	\$ 16,229,899	\$ 2,911,318	15%	\$ 19,635,726	\$ 4,488,947	\$ 665,368	\$ 1,159,877	\$ 5,839,577	

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
SCHEDULE OF COMPLETED CONTRACTS
For the Eight Months Ended August 31, 2023

Job No.	Job Name	Contract Total				Value Completed After January 1, 2023				Value Completed Before January 1, 2023			
		Contract Value	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent
143	HCID #2	1,825,715	1,627,938	197,777	11%	25,800	23,373	2,427	9%	1,799,915	1,604,565	195,350	11%
155	Monte Cristo & 281	50,925	16,020	34,905	69%	50,925	16,020	34,905	69%	0	0	0	0%
158	NFRP Edinburg	86,541	26,969	59,572	69%	86,541	26,969	59,572	69%	0	0	0	0%
	Agua Special Utility District	42,385	5,351	37,034	87%	42,385	5,351	37,034	87%	0	0	0	0%
	CB3 Consultants	15,000	9,994	5,006	33%	15,000	9,994	5,006	33%	0	0	0	0%
	City of Edinburg - Misc.	3,226	1,500	1,726	54%	3,226	1,500	1,726	54%	0	0	0	0%
	Moore Air Base	9,654	3,586	6,068	63%	9,654	3,586	6,068	63%	0	0	0	0%
		<u>\$ 2,033,446</u>	<u>\$ 1,691,358</u>	<u>\$ 342,088</u>	<u>17%</u>	<u>\$ 233,531</u>	<u>\$ 86,793</u>	<u>\$ 146,738</u>	<u>63%</u>	<u>\$ 1,799,915</u>	<u>\$ 1,604,565</u>	<u>\$ 195,350</u>	<u>11%</u>

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
SCHEDULE OF COST OF REVENUE
For the Eight Months Ended August 31, 2023

	Amount
Cost of Revenue	
Cost of Revenue - Direct Costs	
Construction Materials Cost	\$ 3,939,378
Subcontractors Expense	811,598
Direct Labor Cost	653,316
Contract Labor	263,382
Diesel Fuel	129,259
Bond Expense	86,752
Job Supplies	63,785
Per Diem	18,610
Equipment Rental	18,058
Equipment Hauling	14,388
Other Job Costs	41,088
Total Cost of Revenue - Direct Costs	6,039,614
Cost of Revenue - Indirect Costs	
Indirect Labor	189,693
Insurance	106,138
Auto and Truck Expenses	55,932
Repairs and Maintenance	38,227
Tools and Small Equipment	11,130
Indirect Costs - Other	43,292
Total Cost of Revenue - Indirect Costs	444,412
Depreciation	172,789
Total Cost of Revenue	\$ 6,656,815

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Eight Months Ended August 31, 2023

	<u>Amount</u>
General and Administrative Expenses	
Bonuses	\$ 81,900
Professional Fees	58,438
Payroll Expenses - G&A	53,389
Office Expense	53,208
Travel	9,988
Employee Training	8,631
Utilities	6,272
Dues & Subscriptions	5,242
Donations	1,000
Other Expenses	<u>7,814</u>
Total General and Administrative Expenses	<u><u>\$ 285,882</u></u>

See Independent Accountants' Compilation Report and Notes to Financial Statements.

JMJ DIAZ, CORP.

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

For the Eight Months Ended August 31, 2022

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
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JMJ DIAZ, CORP.
FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2022

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DEAVER & SALDIVAR CPA FIRM, LLC.

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

BOARD OF DIRECTORS

JMJ DIAZ, CORP.

ALTON, TEXAS

Management is responsible for the accompanying financial statements of JMJ Diaz, Corp., which comprise the balance sheet as of August 31, 2022, and the related statements of income, changes in stockholder's equity, and cash flows for the eight months then ended, in accordance with the accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements and supplementary schedules.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Other Matter

The supplementary information contained in the schedule of contracts in progress, schedule of completed contracts, schedule of cost of revenue, and schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the responsibility of management. The information was not subject to our compilation engagement, and we have not audited or reviewed the information, and accordingly, do not express an opinion, a conclusion, nor any assurance on such information.

Deaver & Saldivar CPA Firm, LLC.

Weslaco, Texas

September 20, 2022

JMJ DIAZ, CORP.
BALANCE SHEET
As of August 31, 2022

Assets

Current Assets

Cash in Bank	\$	646,724
Accounts Receivable, Net		743,519
Retainage Receivable		621,521
Employee Retention Credit Receivable		137,611
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		689,658
Total Current Assets		2,839,033

Property and Equipment

Machinery and Equipment		1,300,352
Vehicles		44,620
Furniture and Fixtures		4,525
Land		127,500
Total Property and Equipment		1,476,997
Less: Accumulated Depreciation		(958,948)
Property and Equipment, Net		518,049

Total Assets	\$	3,357,082
---------------------	-----------	------------------

Liabilities and Stockholder's Equity

Current Liabilities

Accounts Payable	\$	440,742
Accrued Subcontractor Retainage		38,550
Credit Card Payable		109,791
Accrued Job Costs		16,988
Accrued Texas Franchise Tax		3,353
Payroll Liabilities		889
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts		45,068
Current Portion of Long-Term Debt		83,129
Total Current Liabilities	\$	738,510

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
BALANCE SHEET
As of August 31, 2022

Liabilities and Stockholder's Equity (Continued)

Long-Term Liabilities

Notes Payable	\$ 223,567
Less: Current Portion of Long-Term Debt	<u>(83,129)</u>
Total Long-Term Liabilities	<u>140,438</u>
Total Liabilities	<u>878,948</u>

Stockholder's Equity (Deficit)

Stockholder's Equity

Common Stock \$1 Par Value	1,000
1,000 Shares Issued and Outstanding	
Retained Earnings	<u>2,477,134</u>
Total Stockholder's Equity (Deficit)	<u>2,478,134</u>
Total Liabilities and Stockholder's Equity (Deficit)	<u>\$ 3,357,082</u>

JMJ DIAZ, CORP.
STATEMENT OF INCOME
For the Eight Months Ended August 31, 2022

	Amount	Percentage of Revenue
Revenue	\$ 4,335,830	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs	3,857,587	89.0%
Cost of Revenue - Indirect Costs	421,168	9.7%
Depreciation	140,785	3.2%
Total Cost of Revenue	4,419,540	101.9%
Gross Profit	(83,710)	-1.9%
Expenses		
General and Administrative Expenses	123,412	2.8%
Total Expenses	123,412	2.8%
Operating Income (Loss)	(207,122)	-4.8%
Other Income (Expense)		
Interest (Expense)	(9,144)	-0.2%
Franchise Tax (Expense)	(3,403)	-0.1%
Total Other Income (Expense)	(12,547)	-0.3%
Net Income	\$ (219,669)	-5.1%

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY
For the Eight Months Ended August 31, 2022

	Common Stock		Retained Earnings	Total
	<i>Number of Shares</i>	Par Value \$1.00		
Balance 1/1/2022	1,000	\$ 1,000	\$ 3,109,662	\$ 3,110,662
Net Income			(219,669)	(219,669)
Distributions to Stockholder			(412,859)	(412,859)
Contributions from Stockholder			0	0
Balance 8/31/22	1,000	\$ 1,000	\$ 2,477,134	\$ 2,478,134

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
STATEMENT OF CASH FLOWS
For the Eight Months Ended August 31, 2022

Cash Flows From Operating Activities	
Net Income (Loss)	\$ (219,669)
Adjustments To Reconcile Net Income (Loss) To Net Cash:	
Depreciation Expense	140,785
(Increase) Decrease in:	
Accounts Receivable, Net	806,571
Retainage Receivable	(158,278)
Underbillings of Earned Revenue	(78,441)
Increase (Decrease) in:	
Accounts Payable	(880,761)
Accrued Subcontractor Retainage	38,550
Credit Card Payable	73,040
Accrued Job Costs	16,988
Payroll Liabilities	(9,662)
Overbillings of Earned Revenue	45,068
Total Adjustments	(6,140)
Net Cash Provided By (Used In) Operating Activities	(225,809)
Cash Flows From Investing Activities	
Acquisition of Property and Equipment	0
Disposal of Property and Equipment	0
Net Cash Provided By (Used In) Investing Activities	0
Cash Flows From Financing Activities	
Borrowings	0
Repayments of Debt	(68,288)
Contributions from Stockholder	0
Distributions to Stockholder	(412,859)
Net Cash Provided By (Used In) Financing Activities	(481,147)
Net Increase (Decrease) in Cash	(706,956)
Cash at Beginning of Period	1,353,680
Cash at End of Period	\$ 646,724

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
FINANCIAL STATEMENTS
For the Eight Months Ended August 31, 2022

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JMJ DIAZ, CORP.
SCHEDULE OF CONTRACTS IN PROGRESS
As of August 31, 2022

Job No.	Job Name	Total Contract			From Inception to August 31, 2022					At August 31, 2022				
		Contract Value	Estimated Gross Profit	Estimated Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Billed to Date	Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Backlog	Percent Complete
133	Alamo WTP	10,187,438	1,924,489	19%	9,583,191	7,772,849	1,810,342	19%	9,393,437	490,100	189,754		604,247	94%
142	Brownsville Southmost 2.0 Tank	165,311	80,631	49%	67,702	34,680	33,022	49%	107,183	50,000		39,481	97,609	41%
143	HCID #2	1,781,773	187,124	11%	1,776,186	1,589,649	186,537	11%	1,781,773	5,000		5,587	5,587	100%
145	Harlingen	927,600	354,000	38%	846,414	523,397	323,017	38%	578,995	50,203	267,419		81,186	91%
147	Delta Lake Irrigation	1,078,000	210,640	20%	523,961	421,580	102,381	20%	303,262	445,780	220,699		554,039	49%
146	Elsa Bar Screen	141,790	42,537	30%	11,786	8,250	3,536	30%	0	91,003	11,786		130,004	8%
	7K	443,000	132,900	30%	0	0	0	0%	0	310,100			443,000	0%
	Elsa Lift Station	119,800	35,940	30%	0	0	0	0%	0	83,860			119,800	0%
	Date Palm	27,845	8,353	30%	0	0	0	0%	0	19,492			27,845	0%
		\$ 14,872,557	\$ 2,976,614	20%	\$ 12,809,240	\$ 10,350,405	\$ 2,458,835	19%	\$ 12,164,650	\$ 1,545,538	\$ 689,658	\$ 45,068	\$ 2,063,317	

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
SCHEDULE OF COMPLETED CONTRACTS
For the Eight Months Ended August 31, 2022

Job No.	Job Name	Contract Total				Value Completed After January 1, 2022				Value Completed Before January 1, 2022			
		Contract Value	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent
144	Edinburg Filters	212,199	86,144	126,055	59%	210,490	85,355	125,135	59%	1,709	789	920	54%
		<u>\$ 212,199</u>	<u>\$ 86,144</u>	<u>\$ 126,055</u>	<u>59%</u>	<u>\$ 210,490</u>	<u>\$ 85,355</u>	<u>\$ 125,135</u>	<u>59%</u>	<u>\$ 1,709</u>	<u>\$ 789</u>	<u>\$ 920</u>	<u>54%</u>

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
SCHEDULE OF COST OF REVENUE
For the Eight Months Ended August 31, 2022

	Amount
Cost of Revenue	
Cost of Revenue - Direct Costs	
Construction Materials Cost	\$ 1,934,926
Subcontractors Expense	1,153,378
Direct Labor Cost	656,459
Equipment Hauling	42,300
Equipment Rental	7,634
Job Supplies	38,964
Diesel Fuel	23,926
Total Cost of Revenue - Direct Costs	3,857,587
Cost of Revenue - Indirect Costs	
Auto and Truck Expenses	30,886
Repairs and Maintenance	100,351
Insurance	92,916
Indirect Labor	144,647
Indirect Costs - Other	52,368
Total Cost of Revenue - Indirect Costs	421,168
Depreciation	140,785
Total Cost of Revenue	\$ 4,419,540

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Eight Months Ended August 31, 2022

	<u>Amount</u>
General and Administrative Expenses	
Payroll Expenses - G&A	\$ 40,370
Office Expense	22,355
Professional Fees	44,992
Utilities	9,557
Other Expenses	<u>6,138</u>
Total General and Administrative Expenses	<u><u>\$ 123,412</u></u>

See Independent Accountants' Compilation Report.

JMJ DIAZ, CORP.

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

For the Year Ended December 31, 2021

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
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JMJ DIAZ, CORP.
FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

BOARD OF DIRECTORS

JMJ DIAZ, CORP.

ALTON, TEXAS

We have reviewed the accompanying financial statements of JMJ Diaz, Corp., which comprise the balance sheet as of December 31, 2021, and the related statements of income, statement of changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of JMJ Diaz, Corp., and to meet other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The supplementary information contained in the schedule of contracts in progress, schedule of cost of revenue, and schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the responsibility of management. We have not performed a compilation engagement of the supplementary information in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We have not audited or reviewed the supplementary information and, accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Deaver & Saldivar CPA Firm, LLC.

Weslaco, Texas
August 30, 2022

JMJ DIAZ, CORP.
BALANCE SHEET
As of December 31, 2021

Assets

Current Assets

Cash in Bank	\$ 1,353,680
Accounts Receivable, Net	1,550,090
Retainage Receivable	463,242
Employee Retention Credit	137,611
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	611,217
Total Current Assets	4,115,840

Property and Equipment

Machinery and Equipment	1,300,352
Vehicles	44,620
Furniture and Equipment	4,525
Land	127,500
Total Property and Equipment	1,476,997
Less: Accumulated Depreciation	(818,163)
Property and Equipment, Net	658,834

Total Assets	\$ 4,774,674
---------------------	---------------------

Liabilities and Stockholder's Equity

Current Liabilities

Accounts Payable	\$ 1,321,503
Credit Card Payable	36,750
Accrued Texas Franchise Tax	3,353
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	0
Payroll Liabilities	10,551
Current Portion of Long-Term Debt	95,472
Total Current Liabilities	\$ 1,467,629

See Independent Accountants' Review Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
BALANCE SHEET
As of December 31, 2021

Liabilities and Stockholder's Equity (Continued)

Long-Term Liabilities

Notes Payable	\$ 291,855
Less: Current Portion of Long-Term Debt	<u>(95,472)</u>
Total Long-Term Liabilities	<u>196,383</u>
Total Liabilities	<u>1,664,012</u>

Stockholder's Equity (Deficit)

Stockholder's Equity

Common Stock \$1 Par Value	1,000
1,000 Shares Issued and Outstanding	
Retained Earnings	<u>3,109,662</u>
Total Stockholder's Equity (Deficit)	<u>3,110,662</u>
Total Liabilities and Stockholder's Equity (Deficit)	<u>\$ 4,774,674</u>

JMJ DIAZ, CORP.
STATEMENT OF INCOME
For the Year Ended December 31, 2021

	Amount	Percentage of Revenue
Revenue	\$ 8,920,815	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs	6,685,216	74.9%
Cost of Revenue - Indirect Costs	450,483	5.0%
Depreciation	241,335	2.7%
Total Cost of Revenue	7,377,034	82.7%
Gross Profit	1,543,781	17.3%
Expenses		
General and Administrative Expenses	72,394	0.8%
Total Expenses	72,394	0.8%
Operating Income (Loss)	1,471,387	16.5%
Other Income (Expense)		
Paycheck Protection Program Loan Forgiveness	170,900	1.9%
Interest (Expense)	(14,147)	-0.2%
Franchise Tax (Expense)	(3,353)	0.0%
Bad Debt (Expense)	(2,500)	0.0%
Total Other Income (Expense)	150,900	1.7%
Net Income	\$ 1,622,287	18.2%

See Independent Accountants' Review Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY
For the Year Ended December 31, 2021

	Common Stock		Retained Earnings	Total
	<i>Number of Shares</i>	Par Value \$1.00		
Balance 1/1/2021	1,000	\$ 1,000	\$ 1,793,983	\$ 1,794,983
Net Income			1,622,287	1,622,287
Distributions			(306,608)	(306,608)
Contributions			0	0
Balance 12/31/2021	1,000	\$ 1,000	\$ 3,109,662	\$ 3,110,662

See Independent Accountants' Review Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2021

Cash Flows From Operating Activities

Net Income (Loss)		\$ 1,622,287
Adjustments To Reconcile Net Income (Loss) To Net Cash:		
Depreciation Expense		241,335
Paycheck Protection Program Loan Forgiveness	(1)	(170,900)
(Increase) Decrease in:		
Accounts Receivable, Net		242,618
Retainage Receivable		(303,668)
Underbillings of Earned Revenue		(611,217)
Increase (Decrease) in:		
Accounts Payable		175,978
Credit Card Payable		36,750
Payroll Liabilities		6,096
Overbillings of Earned Revenue		(639,517)
Other Current Liabilities		3,353
Total Adjustments		<u>(1,019,172)</u>
Net Cash Provided By (Used In) Operating Activities		<u>603,115</u>

Cash Flows From Investing Activities

Acquisition of Property and Equipment	(1)	(28,100)
Disposal of Property and Equipment		0
Net Cash Provided By (Used In) Investing Activities		<u>(28,100)</u>

Cash Flows From Financing Activities

Borrowings	(1)	0
Repayments of Debt	(1)	(97,088)
Contributions from Stockholder		0
Distributions to Stockholder		(306,608)
Net Cash Provided By (Used In) Financing Activities		<u>(403,696)</u>
Net Increase (Decrease) in Cash		171,319

Cash at Beginning of Period		<u>1,182,361</u>
Cash at End of Period		<u>\$ 1,353,680</u>

(1) See footnote 9 for significant non-cash transactions and supplemental information.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of entity and operations. JMJ Diaz, Corp. (the "Corporation") is a Texas Corporation incorporated on March 01, 2014. The Corporation is primarily involved in installing reinforcement steel (rebar) on construction projects, concrete paving, and pipe installation for local municipalities in South Texas.

Basis of accounting. The financial statements of the Corporation are prepared on the accrual basis of accounting.

Operating cycle. The Corporation performs work under fixed-price contracts or unit price contracts. These contracts are undertaken by the Corporation as a prime contractor. The length of the contracts varies between several months and less than two years. Typically, a contract is completed in less than two years.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and cost recognition. Revenues from fixed-price construction contracts are recognized as performance obligations are satisfied over time (formerly known as percentage-of-completion method), with the cost to cost method used to measure the value of work accomplished on a contract. This method is used because management considers total cost to be the best available measure of progress on the contracts. With cost to cost method, the percentage of contract cost completed to date to the estimated total contract cost is used to recognize revenue earned on a contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used may change within the near term.

Contract costs include all material, subcontractor, direct equipment, operating and labor, and specific indirect costs related to contract performance, such as indirect labor, supplies, and tools. The operating costs of the warehouse are not charged to jobs or allocated to projects, but are included in cost of revenue. Selling, general, and administrative costs are charged to expense as incurred. Contracts which are substantially complete are considered closed for financial statement purposes. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The effect of change orders on total contract value is recognized only when an executed change order is issued. Expected cost of unapproved change orders is added to the total estimated cost of a project even if change orders are still pending approval at the date a financial statement is issued.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed, and is also noted as "Underbillings of earned revenue" on the cash flow statement. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized, and is also noted as "Overbillings of earned revenue" on the cash flow statement.

Receivables, including retainage. Receivables are generally based on amounts billed to the customer in accordance with the provisions of the agreement. Retainage is withheld by customers until completion of the contracts.

Many of the contracts under which the Corporation performs work contain retainage provisions. Retainage refers to that portion of billings made by the Corporation but held for payment by the customer pending satisfactory completion of the project. Unless reserved, the Corporation assumes that all amounts retained by customers under such provisions are fully collectible. Retainage on active contracts is classified as a current asset regardless of the term of the contract and is generally collected within one year of the completion of a contract.

Normal contracts receivable are due 30 days after the issuance of the invoice. Contract retentions are due 30 to 60 days after completion of the project and acceptance by the owner. Receivables past due more than 120 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Inventory. The Corporation is a specialty contractor, and does not maintain standing inventory. All materials are purchased per unique contract specifications, as per ASC 606, the Corporation recognizes these purchases as costs incurred.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment. Depreciation is generally provided on the straight-line method over the estimated useful lives of the assets. For construction equipment including heavy machinery, vehicles, and field support assets, depreciation is provided on the straight-line method over the estimated useful lives of the assets.

Credit cards payable. The Corporation considers the change in credit cards payable to be a component of cash flow from operations in the presentation of the cash flow statement. Only the net change in credit cards payable is presented in the cash flow statement and not the gross borrowings and repayments of these credit card balances.

Income taxes. The Corporation is treated as an S-Corporation for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal returns of the stockholders and taxed depending on their personal tax situations. The financial statements do not reflect a provision for income taxes.

The State of Texas has imposed a franchise tax calculated on certain entities including corporations and limited liability companies. The franchise tax is calculated similar to an income tax using gross revenues less the greater of the cost of goods sold, compensation, or 30% of gross revenue. All these terms are defined under State statute and are not necessarily the same as those used under generally accepted accounting principles or by the Internal Revenue Service.

Backlog and contract gross margin. The Corporation presents backlog where there is a signed contract for work on the schedule of contracts in progress. The indirect cost of the Corporation's operations are not charged to projects, and therefore the Corporation's accounting policy does not include any indirect cost in the presentation of contract gross margin in backlog.

2. FASB ASC 606 NEW ACCOUNTING GUIDANCE

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance." No retrospective transition was necessary from the adoption of the new guidance.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

3. CASH IN BANK

The Corporation maintains cash balances at one financial institution. Accounts at the institution were insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2021, there were uninsured bank balances of \$1,044,547.

4. ACCOUNTS RECEIVABLE

Accounts receivable, net as of December 31, 2021, is comprised of the following:

Accounts receivable	\$ 1,552,590
Retainage receivable	463,242
Total accounts receivable	2,015,832
Less:	
Allowance for doubtful accounts	(2,500)
Total accounts receivable, net	\$ 2,013,332

5. CONTRACTS IN PROGRESS - COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Contract cost and recognized income not yet billed and related amounts billed as of December 31, 2021, were as follows:

Cost incurred on contracts in progress	\$ 6,590,689
Recognized income	2,120,753
	8,711,442
Progress billings and advance payment	(8,100,225)
	\$ 611,217
Contract cost and recognized income not yet billed	\$ 611,217
Contract billings in excess of cost and recognized income	
	0
	\$ 611,217

During the reporting period, the Corporation incurred \$450,483 of indirect costs which were not charged to projects.

6. BACKLOG

The backlog for future work to be performed on signed contracts was \$4,569,679 at December 31, 2021. The estimated contract gross margin on this work was \$1,297,070. Estimated contract gross margin is based only on the estimated direct cost of completing projects.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

7. PROPERTY AND EQUIPMENT

Property and equipment, net as of December 31, 2021, is comprised of the following:

Assets	
Machinery and equipment	\$ 1,300,352
Vehicles	44,620
Furniture and equipment	4,525
Land	127,500
	<u>1,476,997</u>
Accumulated depreciation	
Machinery and equipment	782,641
Vehicles	31,712
Furniture and equipment	3,810
	<u>818,163</u>
Net property and equipment	<u>\$ 658,834</u>
<u>Depreciation life classes for assets</u>	<u>Range of useful lives</u>
Machinery and equipment	5 Years
Vehicles	5 Years
Furniture and equipment	5 Years
Land	N/A

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

8. NOTES PAYABLE AND CAPITAL LEASES

Notes payable as of December 31, 2021, is comprised of the following:

<u>Unsecured short-term debt</u>	
Credit card payable, paid off monthly	\$ 36,750
Total unsecured short-term debt	<u>36,750</u>
<u>Secured long-term debt</u>	
Secured equipment note due 2024, interest rate 5.50%	61,206
Secured equipment note due 2024, interest rate 5.57%	46,897
Secured equipment note due 2024, interest rate 3.99%	68,587
Secured equipment note due 2025, interest rate 6.49%	49,219
Secured equipment note due 2022, interest rate 0.00%	15,185
Secured equipment note due 2024, interest rate 6.50%	50,761
Total secured long-term	<u>291,855</u>
Total debt outstanding	<u>\$ 328,605</u>

Future maturities of long-term debt consist of the following:

	<u>Notes Payable</u>
December 31, 2022	\$ 95,472
December 31, 2023	84,710
December 31, 2024	83,613
December 31, 2025	28,060
December 31, 2026	0
Thereafter	0
	<u>\$ 291,855</u>

9. SIGNIFICANT NON-CASH TRANSACTIONS AND SUPPLEMENTARY CASH FLOW INFORMATION

During the reporting period, the Corporation received 100% forgiveness of the Paycheck Protection Program Loan administered by the Small Business Administration in the amount of \$170,900 plus accrued interest.

During the reporting period, the Corporation acquired a piece of equipment that was partially financed for \$68,587.

During the reporting period, the Corporation paid \$14,147 in interest expense. The Corporation paid no federal income taxes and paid Texas franchise taxes of \$3,353.

JMJ Diaz, Corp.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

10. VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Corporation operates primarily in the Rio Grande Valley area of the State of Texas and therefore subject to economic conditions that might affect the region. The geographic region has a history of hurricanes and tropical storms during late summer. Any major storm event could be disruptive to operations.

The Corporation has a concentration of receivables and retainages of \$1,946,244 or 97% with two customers as of December 31, 2021. The Corporation also generated \$6,916,247 or 94% of the period revenue from four customers.

11. SURETY BONDS

The Corporation, as a condition for entering into certain contracts, has outstanding surety bonds. The bonds are partially collateralized by contracts receivable.

12. CONTINGENCIES

Management has represented there is no anticipated or pending litigation which would have a material impact on the financial statements.

13. EMPLOYEE RETENTION CREDIT

As of December 31, 2020, the Corporation met eligibility requirements and qualified to receive the Employee Retention Credit under the Consolidated Appropriations Act, for eligible employers who retained employees during the COVID-19 pandemic. The Corporation qualified to receive this credit in the second, third and fourth quarters of 2020. The total credit that the Corporation recognized for all three quarters was \$137,611.

14. SUBSEQUENT EVENTS

As of August 26, 2022, the Corporation executed additional contracts with an aggregate value of \$1,810,435.

Mr. Jose L. Diaz, President of the Corporation, has evaluated subsequent events through August 30, 2022, the date the financial statements were available to be issued.

JMJ DIAZ, CORP.
FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

SUPPLEMENTAL INFORMATION

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JMJ DIAZ, CORP.
SCHEDULE OF CONTRACTS IN PROGRESS
As of December 31, 2021

Job No.	Job Name	Total Contract			From Inception to December 31, 2021					At December 31, 2021				
		Contract Value	Estimated Gross Profit	Estimated Gross Profit Percent	Revenues Earned	Cost of Revenue	Gross Profit	Gross Profit Percent	Billed to Date	Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings	Backlog	Percent Complete
133	Alamo WTP	10,187,438	2,324,489	23%	7,661,293	5,913,200	1,748,093	23%	7,164,390	1,949,749	496,903		2,526,145	75%
142	Brownsville Southmost 2.0 Tank	165,311	145,919	88%	152,285	17,864	134,421	88%	87,136	1,528	65,149		13,026	92%
143	HCID #2	1,768,273	468,273	26%	896,155	658,836	237,319	26%	848,699	641,164	47,456		872,118	51%
144	Edinburg Filters	232,499	125,142	54%	1,709	789	920	54%	0	106,568	1,709		230,790	1%
145	Harlingen	927,600	354,000	38%	0	0	0	0%	0	573,600			927,600	0%
		<u>\$ 13,281,121</u>	<u>\$ 3,417,823</u>	<u>26%</u>	<u>\$ 8,711,442</u>	<u>\$ 6,590,689</u>	<u>\$ 2,120,753</u>	<u>24%</u>	<u>\$ 8,100,225</u>	<u>\$ 3,272,609</u>	<u>\$ 611,217</u>	<u>\$ 0</u>	<u>\$ 4,569,679</u>	

See Independent Accountants' Review Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
SCHEDULE OF COST OF REVENUE
For the Year Ended December 31, 2021

	Amount
Cost of Revenue	
Cost of Revenue - Direct Costs	
Construction Materials Cost	\$ 4,220,931
Subcontractors Expense	759,835
Direct Labor Cost	1,452,199
Equipment Rental	75,729
Job Supplies	106,799
Diesel Fuel	69,723
Total Cost of Revenue - Direct Costs	6,685,216
 Cost of Revenue - Indirect Costs	
Auto and Truck Expenses	42,604
Repairs and Maintenance	97,510
Insurance	121,745
Utilities	11,806
Indirect Labor	176,350
Indirect Costs - Other	468
Total Cost of Revenue - Indirect Costs	450,483
 Depreciation	241,335
Total Cost of Revenue	\$ 7,377,034

See Independent Accountants' Review Report and Notes to Financial Statements.

JMJ DIAZ, CORP.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended December 31, 2021

	<u>Amount</u>
General and Administrative Expenses	
Payroll Expenses - G&A	\$ 17,830
Office Expense	23,404
Donations	5,600
Professional Fees	3,792
Property Taxes	8,739
Other Expenses	<u>13,029</u>
Total General and Administrative Expenses	<u>\$ 72,394</u>

See Independent Accountants' Review Report and Notes to Financial Statements.



2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

956-598-6665

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, Jose L Diaz, Secretary of JMJ Diaz Corp DBA JMJ Constructors
_____, a corporation created and organized under the law of the State
of Texas, do hereby certify that Jose L Diaz is an official/agent of
said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation,
subject to the following limitations: N/A (None).

(if none, so state)

Witness my hand and the corporate seal of said corporation this 6th day of December, 2023.

A handwritten signature in black ink, appearing to read "Jose L Diaz", is written over a horizontal line.

Secretary

(CORPORATE SEAL)