

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2020-01

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

THIS RESOLUTION is adopted this 28th day of January, 2020 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, the Authority has reviewed the Investment Policy as required annually by the Public Fund Investment Act and has determined changes to the Investment Policy are necessary to reflect industry name changes and weighted average maturity (WAM) limitations;

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.

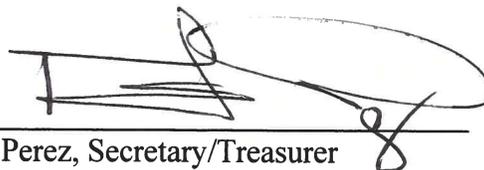
Section 2. The Board approves the annual review of the Authority's Investment Policy with changes, hereto attached as Exhibit A.

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 28th day of January, 2020, at which meeting a quorum was present.



S. David Deanda, Chairman

Attest:



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
INVESTMENT POLICY

ADOPTED

MAY 16, 2012

AND

AMENDED

JANUARY 22, 2014

JANUARY 28, 2020

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.

1. **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 shorter-term securities, money market mutual funds, or similar investment pools.

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. **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:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

3. **Delivery vs. Payment** 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.

V. **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 180 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 270 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.

VI. Investment Parameters

1. **Diversification** The investments shall be diversified by:
 - limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
 - limiting investment in securities that have higher credit risks,
 - investing in securities with varying maturities, and
 - 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.
2. **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.

VII. Reporting

1. **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:
 - Listing of individual securities held at the end of the reporting period.
 - 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).
 - Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - Listing of investment by maturity date.
 - Percentage of the total portfolio which each type of investment represents.
2. **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.
3. **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.

VIII. Policy Considerations

1. **Exemption** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy
2. **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.

IX. 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.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2020-02

APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR JOSE CASTILLO,
CHIEF FINANCIAL OFFICER, AND PILAR RODRIGUEZ, EXECUTIVE DIRECTOR

THIS RESOLUTION is adopted this 28th day of January, 2020 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, Section 2256.008 – Public Fund Investment, of the Government Code requires 10 hours of training from an independent sources every two years, beginning the first day of the fiscal year; and

WHEREAS, on January 16-17, 2020, the Chief Financial Officer and Executive Director, investment officers for the Authority, attended public funds investment training from the University of North Texas Center for Public Management, which has been authorized to offer the required training;

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

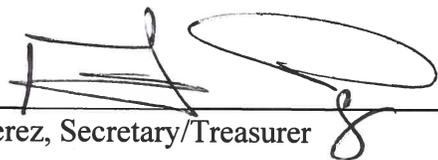
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the University of North Texas Center for Public Management as an independent training source for the Investment Officer.
- Section 3. The Board approves the training session taken by the Interim Executive Director presented by the University of North Texas Center for Public Management held January 16-17, 2020.

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 28th day of January 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ricardo Perez, Secretary/Treasurer

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

Co Sponsored by North Central Texas Council of Governments

Certificate of Attendance

presented to

Jose H. Castillo

For completion of training on the Texas Public Funds Investment Act and related investment issues

January 16, 2020 5 hours

January 17, 2020 5 hours

Arlington, Texas

Patrick Shinkle
Center for Public Management
TSBPA CPE Sponsor 007716

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

Co Sponsored by North Central Texas Council of Governments

Certificate of Attendance

presented to

Pilar Rodriguez

For completion of training on the Texas Public Funds Investment Act and related investment issues

January 16, 2020 5 hours

January 17, 2020 5 hours

Arlington, Texas

Patrick Shinkle
Center for Public Management
TSBPA CPE Sponsor 007716

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 - 03

APPROVAL OF AN INTER LOCAL AGREEMENT (ILA) BETWEEN THE HCRMA AND
THE CITY OF MISSION TO PROVIDE PROGRAM MANAGEMENT SUPPORT OF THE
PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING

THIS RESOLUTION is adopted this 25th day of February 2020 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, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five-year strategic plan;

WHEREAS, on December 27, 2016 the Authority approved the 2017-2021 Strategic Plan Update for the Hidalgo County Loop System, which includes the 365 Tollway Project; and

WHEREAS, the City of Mission recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the Authority will assist the City of Mission in advancing the project; and

WHEREAS, the Authority will provide the City with project management services for development of the proposed Mission/Madero-Reynosa International Bridge Crossing Project; and

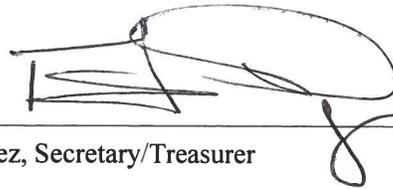
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the interlocal agreement with the City of Mission for participation with development of the proposed Mission/Madero-Reynosa International Bridge Crossing Project as part of the Hidalgo County Loop System.
- Section 3. The Board authorizes the Executive Director to execute the interlocal agreement with the City of Mission.

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 25th day of February 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

EXHIBIT A

**LICENSE AGREEMENT FOR AN INTER LOCAL AGREEMENT (ILA) BETWEEN THE HCRMA
AND THE CITY OF MISSION TO PROVIDE PROGRAM MANAGEMENT SUPPORT OF THE
PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING**

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement made and entered into effective as of the 29th day of January, 2020, by and among the **CITY OF MISSION**, Texas, a home rule municipality (hereinafter referred to as the “City”), and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as “HCRMA” or the “Authority”), each situated in Hidalgo County in the Rio Grande Valley of Texas.

The initial addresses of the parties, which either party may change by giving written notice of its changed address to the other party, are as follows:

<u>HCRMA</u>	<u>City of Mission</u>
Pilar Rodriguez	Randy Perez
Executive Director	City Manager
PO Box 1776	1200 E. 8 th Street
Pharr, Texas 78577	Mission, Texas 78572

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code (the “Texas Interlocal Cooperation Act”) provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity for project development related services; and

WHEREAS, the City and the HCRMA share the goal of improving mobility within the City and throughout the region; and

WHEREAS, the City is the U.S. Project Sponsor for an existing Presidential Permit for a proposed Mission/Madero-Reynosa International Border Crossing (“border crossing”), which is scheduled to expire in 2021; and, the City has conducted limited feasibility studies and select right-of-way acquisition in pursuit of the Madero international bridge project, including the border crossing and rail component (the “Project”) over the last few years; and

WHEREAS, the HCRMA has adopted its Strategic Plan - Capital Improvement Plan 2019-2023 Update - Amended 04/23/19, which includes 365 Toll Segment 4, Section “A” West and Section C (collectively, the “HCRMA Project” or the “West Loop”); and

WHEREAS, the City has requested to partner with the Authority to advance the Project within the aforementioned HCRMA Project corridor; and

WHEREAS, the City has requested the Authority provide Program Management Support for the environmental clearance of the Project under the National Environmental Protection Act; and

WHEREAS, the development of the Project will improve mobility, economic development opportunities, and quality of life in the City and throughout the region; and

WHEREAS, the development of the Project will promote new and expanded business enterprises and development that create or retain primary jobs within the City; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the preliminary development of the Project, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, and further negotiate project development work (the “Advance Project Development Work”) contingent upon the City’s representation that the City shall have the financial resources necessary to fund the approved consultants for such work in full.

NOW, THEREFORE, the City and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS.....	4
II. DUTIES OF THE CITY.....	4
III. DUTIES OF HCRMA.....	5
A. Performance of Services	5
B. Reimbursement for Advance Project Development Costs.....	5
B. Payment.....	5
C. Audit.....	5
D. Public Information Requests.....	6
IV. TERM	6
V. MISCELLANEOUS.....	6
A. Other Expenses or Services.....	6
B. Governmental Immunity	6
C. Force Majeure.....	6
D. Entire Agreement.....	7
E. Applicable Laws.....	7
F. Assignment.....	7
G. Parties in Interest.....	7
H. Amendments and Modifications	8
I. Severability	8
J. Execution in Counterparts	8
K. Texas Department of Transportation	8

All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City of Mission and the Hidalgo County Regional Mobility Authority have made and duly executed this Agreement by authorized parties in multiple copies, each of which is an original.

CITY OF MISSION

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

Armando O’Cana, Mayor
Date: _____

Pilar Rodriguez, Executive Director
Date: _____

Attest:

Anna Carrillo, City Secretary

Approved as to form:

Approved as to form:

Mission City Attorney

Blakely Fernandez, HCRMA Attorney

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

“Advance Project Development Work” means any or all of the preparation and submittal of environmental clearance documents, parcel surveys, route studies, preliminary engineering and design, drainage studies, financial feasibility studies, and research for the extension of Presidential Permit, as well as any public involvement and agency coordination required, and other Project development work directly related thereto.

“Agreement” means this Interlocal Agreement by and between the HCRMA and the City.

“Bridge” means proposed Mission/Madero-Reynosa International Border Crossing that is the subject of the Presidential Permit.

“City” means the City of Mission, a home rule municipality.

“Effective Date” This Agreement shall be effective as of the date of the last signatory hereto.

“Environmental Clearance” means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration that allows the Project to proceed in a feasible manner. Feasibility shall be determined at the sole discretion of the HCRMA.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

“HCRMA Project” means that certain area identified as 365 Toll Segment 4, Section A (West) and Section C (the “West Loop”) of the HCRMA Capital Improvement Plan as further described in Exhibit B.

“National Environmental Protection Act” or **“NEPA”** means 42 U.S.C. Sec. 4321 et seq. (1969).

“Presidential Permit” defined as Executive Order 11423, August 16, 1968 (33 Fed. Reg. 11741) states that "...the proper conduct of the foreign relations of the United States requires that executive permission be obtained for the construction and maintenance at the borders of the United States of facilities connecting the United States with a foreign country." The Presidential Permit, issued in 1978, is anticipated to expire in 2021.

“Project” means the Bridge, including the rail component and related facilities.

II. DUTIES OF THE CITY

- A. Advanced Project Development Work; Funding. As provided in Section III.B below, the City agrees to contract and fund the costs of the Advance Project Development Work and necessary services for establishing feasibility of the Project as provided in this Agreement. The payments shall include all reasonable and direct expenses associated with Advance Project Development Work. The HCRMA shall not be responsible for any associated costs in Exhibit A.
- i. A description of the scope and anticipated costs for the Advance Project Development Work for the feasibility analysis and extension of subject permit is attached as Exhibit A. The costs outlined in Exhibit A are estimates only.
 - ii. The actual cost for Advance Project Development Work may vary from the costs estimated herein. Actual costs will be established through procurement. Prior to entering into any contract for services, the City will agree to be fully obligated to pay for contracted services.
 - iii. The City agrees to facilitate the Advance Project Development Work by providing available data and resources as requested by the HCRMA. This includes access to electronic / hard copy archives of previous studies, right-of-way records, and assistance with right-of-entry to properties to be cleared in the environmental process.
 - iv. The City, by entering this agreement with the HCRMA, attests that a Sponsor on the United Mexican States side of the Project is or will be available to lead the Mexican permitting efforts.
- B. Work Authorizations. To proceed with the Advanced Project Development Work, the City, through the City Manager, shall issue a work authorization (using the form provided in Exhibit C) prior to accruing any expense under Exhibit A. HCRMA shall not begin any work under this Agreement until receipt of a work authorization. Any work performed by HCRMA shall be limited in scope to an issued work authorization.
- i. The City hereby approves Work Authorization #1 attached hereto as Exhibit C-1.

III. DUTIES OF HCRMA

- A. Program Manager. The HCRMA agrees to serve as the “Program Manager” for the Advance Project Development Work. The HCRMA will prosecute this work as directed by work authorizations issued by the City for services provided in Exhibit A.
- B. Performance of Services. Subject to the terms of this Agreement, the HCRMA shall manage and supervise the Project management services related to the Advance Project Development Work. It is anticipated that the HCRMA will oversee the City’s

procurement for professional services required under the Advance Project Development Work; and, in doing so the HCRMA agrees to abide by all state and federal procurement guidelines for such services. HCRMA shall evaluate respondents and make recommendations to the City for engagement. Similarly the HCRMA will negotiate and make recommendations to the City for related professional services contracts. The HCRMA will also manage the contracts and certify milestones.

C. Contract Management.

- i. On behalf of the City, after receipt of a work authorization, the HCRMA shall manage the procurement, negotiations, and contracts for professional services for Advance Project Development Work. Contracts shall be provided to the City Manager of the City of Mission to be agreed to and authorized by the City Council. The HCRMA shall not be a party to such contracts.
- ii. Unless otherwise stated in Exhibit A and described in a work authorization approved by the City Manager, the HCRMA shall provide Project management services as an in-kind contribution with only direct costs, if any, passed through to the City.
- iii. Unless otherwise agreed to with the City, the HCRMA shall develop and manage task orders under the professional services contracts for the Advance Project Development Work and shall bill payment on task order invoices pursuant to the provisions of the contracts and acceptance of the work submitted to the HCRMA. After preliminary review of task billing is made, copies of task order invoices shall be submitted to the City. Within thirty (30) days of receipt of such copies and certifications, the City shall make payment of the same amount directly to the service provider.
- iv. Payments by the City under this Agreement for Advanced Project Development Work shall not exceed two million dollars (\$2,000,000.00).

D. Audit. The HCRMA will allow the City access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the professional services provided to the HCRMA by its consultants for the Advance Project Development Work.

E. Public Information Requests. If either party receives a Public Information Act (Chapter 552, Texas Government Code) request related to this Agreement or the services hereunder, that party agrees to immediately notify the other. At the request of the City, the HCRMA will process requests made to the City for information deemed public under the Texas Public Information Act related to the services defined in this Agreement in accordance to applicable laws and City and/or HCRMA policies.

IV. TERM

This Agreement shall begin on the Effective Date and continue for twenty-four (24) months. The Agreement may be terminated by either party giving the other party prior

written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term.

V. MISCELLANEOUS

A. Other Expenses or Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any party to undertake or not to undertake any other expense or service, except as contemplated by this Agreement or in a separate written instrument executed by the parties.

B. Governmental Immunity.

The parties waive governmental immunity, including specifically immunity from suit, to the extent allowed by law, only to the extent necessary for the other parties to enforce their rights under this Agreement. Except as specifically waived in the preceding sentence, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. None of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, or any other events or circumstances not within the realistic control of the party affected, whether similar or dissimilar to any of the foregoing, such as (but not limited to) federal action or inaction or change in laws or regulations in either the United States of America or the United Mexican States.

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other party within five (5) business days after the occurrence or knowledge of the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement.

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties with regard to Advance Project Development, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

The Parties find and determine that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective governing bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas.

F. Assignment.

No party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City and HCRMA only.

H. Amendments and Modifications.

This Agreement may not be amended or modified except in writing and executed by the parties to this Agreement and authorized by their respective governing bodies.

I. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.

J. Execution in Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

K. Texas Department of Transportation.

Pursuant to outstanding agreements between the HCRMA and the Texas Department of Transportation, this Agreement may be subject to review by the Texas Department of Transportation.

EXHIBIT A - DETAIL

EXHIBIT A

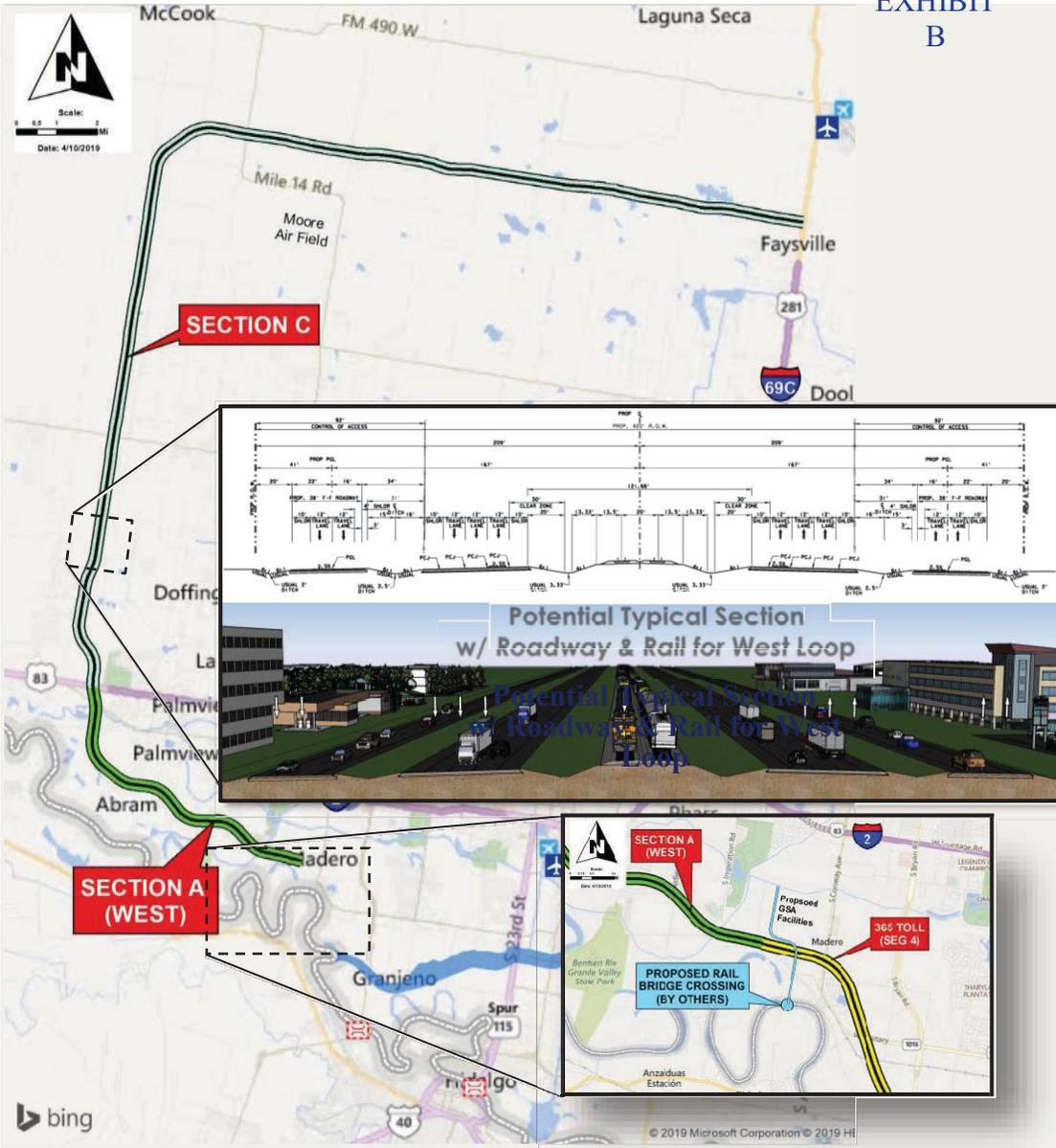
**PRELIMINARY ESTIMATE OF COST FOR ADVANCE
PROJECT DEVELOPMENT FOR THE MADERO
INTERNATIONAL BRIDGE CROSSING**

(as may be amended from time to time by the parties)

Project Management Services	In kind
Environmental Clearance	\$
Public Involvement	\$
Agency Coordination	\$
Parcel Surveys	\$
Route Study	\$
Preliminary Engineering and Design	\$
Drainage Study	\$
Financial Feasibility Study	\$
Extension of Presidential Permit	

EXHIBIT B

MAP OF HCRMA PROJECT



MADERO INTERNATIONAL
BRIDGE CROSSING

DESCRIPTION:

- i. POTENTIAL FOR CLASS I RAIL WITHIN THE ROW PENDING DEVELOPMENTS FOR RAIL CROSSING IN MISSION AREA.
- ▶ KEY CORRIDOR OF INDEPENDENT UTILITY FOR FUTURE INDUSTRIAL DEVELOPMENT THAT PROVIDES: 1) A SAFE EAST/WEST MOVEMENT OF TRAFFIC TO COMPLIMENT I-2; AND 2) A PARALLEL NORTH/SOUTH CORRIDOR TO I-69C IN WEST HIDALGO COUNTY.
- ▶ PROPOSED CONSTRUCTION BEYOND 2035 (LONG TERM) OR AS FUNDING / PARTNERSHIP OPPORTUNITIES DEVELOP.

EXHIBIT C

FORM WORK AUTHORIZATION # __

THIS WORK AUTHORIZATION is made under the Interlocal Agreement dated January 28, 2020 (the “Agreement”) by and between the City of Mission (the “City”) and the Hidalgo County Regional Mobility Authority (the “Authority”).

PART 1. The Authority shall perform the following service as may be further described in Exhibit A to the Agreement:

PART 2. The maximum amount payable under this Work Authorization #__ shall not exceed the negotiated contract price with the consultant(s) selected to perform Work. The Authority agrees to provide Project Management Services, including issuing and managing the procurement on behalf of the City, under this Work Authorization as an in-kind service to the City.

PART 3. Payment to the consultant(s) under this Work Authorization shall be made in accordance with the Agreement.

PART 4. This Work Authorization #__ is effective when executed by both parties and terminates twenty-four (24) months after the effective date of the Agreement or when the Work is complete, whichever occurs first.

PART 5. This Work Authorization #__ does not waive the parties’ responsibilities and obligations as established by the Agreement.

CITY OF MISSION

**HIDALGO COUNTY
REGIONAL MOBILITY
AUTHORITY**

Randy Perez, City Manager
Date:

Pilar Rodriguez, Executive Director
Date:

EXHIBIT C-1

WORK AUTHORIZATION # 1

THIS WORK AUTHORIZATION is made under the Interlocal Agreement dated January 28, 2020 (the “Agreement”) by and between the City of Mission (the “City”) and the Hidalgo County Regional Mobility Authority (the “Authority”).

PART 1. The Authority shall perform the following service as may be further described in Exhibit A to the Agreement:

Provide environmental clearance services for the Project, including public involvement and agency coordination the (“Work”); the Authority shall procure for such services on behalf of the City, make a recommendation of a qualified firm or firms; and manage the contract(s) entered into by the City for the Work.

PART 2. The maximum amount payable under this Work Authorization #1 shall not exceed the negotiated contract price with the consultant(s) selected to perform Work. The Authority agrees to provide Project Management Services, including issuing and managing the procurement on behalf of the City, under this Work Authorization as an in-kind service to the City.

PART 3. Payment to the consultant(s) under this Work Authorization shall be made in accordance with the Agreement.

PART 4. This Work Authorization #1 is effective when executed by both parties and terminates twenty-four (24) months after the effective date of the Agreement or when the Work is complete, whichever occurs first.

PART 5. This Work Authorization #1 does not waive the parties’ responsibilities and obligations as established by the Agreement.

CITY OF MISSION

**HIDALGO COUNTY
REGIONAL MOBILITY
AUTHORITY**

Randy Perez, City Manager
Date:

Pilar Rodriguez, Executive Director
Date:

EXHIBIT A

**PRELIMINARY ESTIMATE OF COST
FOR ADVANCE PROJECT
DEVELOPMENT FOR THE MADERO
INTERNATIONAL BRIDGE
CROSSING**

(as may be amended from time to time by the parties)

EXHIBIT A

Estimated Budget for Environmental Clearance for Mission/Madero–Reynosa International Border Crossing

**PRELIMINARY
AND SUBJECT
TO REVISION**

\$ 1,150,000	Environmental Clearance / Constr. Permits:		
	\$ 250,000.00	Government Coordinations (US Dept of Justice, GSA, FRA, Homeland Security, IBWC, Mexico Dept. of State, State officials)	
	\$ 150,000.00	Evaluation of alternatives and development of preferred alternative for alignment and facility configuration.	
	\$ 350,000.00	Environmental Assessment of reasonable alternatives & No-Build, including resources studies and public involvement ^(US side)	
	\$ 250,000.00	Cultural Resource Archeological Resources mitigation (US side)	
	\$ 150,000.00	USACE / IBWC Permitting applications, and mitigation for Threatened/Endangered Species	
\$ 225,000	Schematic Support (15% design + aerial/topo)		
\$ 125,000	Traffic Projections (Rail)		
<hr/>			
\$ 1,500,000	Contribution by Mission-Madero / Hidalgo Rail Bridge Group		
\$ 250,000	HCRMA in-kind Program Management (2 managers @ 1/4 time for 24 month @ 1.5X multiplier)		
\$ 1,750,000	Total 24 Month Budget:	86%	- Mission/Madero-Reynosa Study Group
		14%	- HCRMA

Notes/Caveats:

- Budget for Good Faith Effort (GFE) to clear the footprint of the project in US with coordination with Mexico Sponsor/Agencies, and assumes a 24-month timeframe. Support for environmental compliance scope and contract conditions for development for Public / Private Partnership (P3) or Concession to Build/Operate/Maintain
- Rail Bridge after GFE complete.
Proposal builds upon existing Presidential Permit, and clears the footprint of the project w/ new regulations in US and to meet the Mexican Sponsor's permit/compliance requirements which affect crossing design/operation.
- Assumes Mission-Madero / Hidalgo Rail Bridge Group continues to hold binational dialogue with stakeholders, agencies, landowners throughout process.

Proposed Next Steps:

- Interlocal Agreement for Program Management of Madero Mission Rail Bridge December 2019 / January 2020 w/ detailed budget / task & time breakout.
- Kick off meetings with GSA to introduce team / obtain right of entry for field teams to visit the sites on NTP from Mission-Madero / Hidalgo Rail Bridge Group.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2020-04

APPROVAL OF FISCAL YEAR 2019 FINANCIAL STATEMENT AND INDEPENDENT
AUDITORS REPORT

THIS RESOLUTION is adopted this 24th day of March, 2020, 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 Authority is required to report to the Texas Department of Transportation the annual financial statement and independent auditors report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority’s 2019 fiscal year commenced on January 1, 2019 and ended on December 31, 2019; and

WHEREAS, the Board accepts the Fiscal Year 2019 Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP;

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

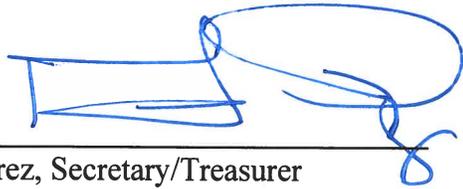
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board accepts the Fiscal Year 2019 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

Passed and Approved as to be effective immediately this 24th day of March, 2020, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.



S. David Deanda, Jr., Chairman

Attest:



Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2020-05

RESOLUTION APPROVING 2019 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 24th day of March, 2020, 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 Authority is required to submit to the Texas Department of Transportation the annual compliance report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's 2019 fiscal year commences on January 1, 2019 and ended on December 31, 2019; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 2019;

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

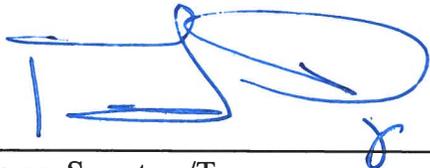
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the annual compliance report for Fiscal Year 2019, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to submit the 2019 annual compliance report to the Texas Department of Transportation.

Passed and Approved as to be effective immediately this 24th day of March, 2020, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.



S. David Deanda, Jr., Chairman

Attest:



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2019 COMPLIANCE REPORT

**Hidalgo County Regional Mobility Authority
Compliance Report**

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2020 Operating & Capital Budget on December 17, 2019.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus income at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2019 financial statement and independent audit on March 24, 2020, which included a review of investment transactions.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2019 financial statement and independent audit on March 24, 2020.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at www.hcrma.net .
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

Resolution 2020-06

Not Used

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-07

APPROVAL OF WORK AUTHORIZATION 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO PROVIDE UPDATED NOISE REPORT FOR THE IBTC PROJECT FOR THE IBTC PROJECT ENVIRONMENTAL CLEARANCE

THIS RESOLUTION is adopted this 24th day of March 2020 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority finds it necessary to approve Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance.

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 Work Authorization Number 5 to the Professional Service Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance in an amount not to exceed \$20,129.50 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 5 to the Professional Services Agreement for the International Bridge Trade Corridor as hereby approved.

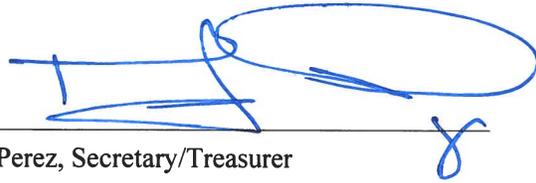
Exhibit A

Work Authorization Number 5
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

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 24th day of March 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

ATTACHMENT D-1

**WORK AUTHORIZATION NO. 5
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

PART I. The Consultant will perform environmental consulting 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 Consultant as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$20,129.50 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 Consultant’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 Consultant 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, 2020, 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 Environmental Consulting Services for International Bridge Trade Corridor.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Don Blanton

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the Consultant |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

SERVICES TO BE PROVIDED BY THE CLIENT

A. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

The Client shall provide the Consultant with the following:

- Data files for all work completed to date.
- Microstation (.dgn) files for the final design / schematics.
- CAD or design files showing proposed and existing ROW and property boundaries as well as acreage calculations for new ROW and/or easements required throughout the project and at individual historic property locations (if applicable).
- Design details at each crossing of an NRHP-eligible or NRHP-listed irrigation district feature to assist with the historic resources and Section 4(f) de minimis compliance packages.

B. PROJECT MANAGEMENT AND ADMINISTRATION

The Client shall:

- Secure permission to enter private property for purposes of environmental surveys.
- Provide written ROE permission signed by the landowner.
- Coordinate all ROE with landowners prior to commencement of fieldwork.
- Make appropriate arrangements with landowner for compensation of lost crop (for archaeological trenching).

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT

The work to be performed by Blanton & Associates, Inc. (Consultant) under this agreement with Hidalgo County Regional Mobility Authority (HCRMA) (Client) will consist of preparing a Texas Department of Transportation (TxDOT) – National Environmental Policy Act (NEPA) Assignment/Federal Highway Administration (FHWA) Environmental Assessment (EA) for the proposed International Bridge Trade Corridor (IBTC). The limits for the proposed IBTC extends east from the 365 Toll/Farm-to-Market Road (FM) 3072 intersection east then north to the Interstate Highway 2 (I-2), and east to FM 493 in Hidalgo County, Texas.

A. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

The Consultant shall perform all work in accordance with TxDOT's latest practices, specifications, policies, procedures, and Environmental Compliance Toolkits.

1. Environmental Documentation

The Consultant shall produce a complete and acceptable deliverable for each environmental service performed for environmental documentation. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the Client, TxDOT, FHWA, and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for reports enumerated in TxDOT's NEPA memorandum of understanding (MOU).

a. Quality Assurance/Quality Control Review

For each deliverable, the Consultant shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current Environmental Compliance Toolkit guidance published by TxDOT's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed;
- Current state and federal laws, regulations, policies, guidance, agreements, and MOUs between TxDOT and other state or federal agencies; and
- FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for readability and use of evidence and data in documents to support conclusions.

Upon request, the Consultant shall provide documentation that the QA/QC reviews were performed by qualified staff.

b. Submission of Deliverables

- i) The final deliverables shall contain all data acquired during the environmental service. All deliverables shall be written to be understood by the public and must be in accordance with TxDOT's Environmental Compliance Toolkit guidance, documentation standards, current guidelines, policies and procedures.
- ii) Electronic versions of each deliverable must be written in TxDOT-compatible software and provided in a changeable format. The Consultant shall supplement all hard copy deliverables

with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Consultant shall deliver electronic files on CD-R, CD-RW media in Microsoft Windows format, or through the Client's ftp site.

- iii) Deliverables consist of reports of environmental services performed in addition to documentation for an EA document. Deliverables shall:
- go through an internal quality review prior to submittal;
 - comply with all applicable state and federal environmental laws, regulations and procedures;
 - include all items listed in the Environmental Document Review Checklist and the Administrative Completeness Review Checklist;
 - insert the following language on the cover page: "*The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT.*"
- iv) Consultant shall revise the draft deliverables to:
- incorporate comments provided by TxDOT (and other agencies);
 - include a comment response matrix with the revised document;
 - include any commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the Transportation Activity as specified by TxDOT;
 - incorporate the results of public involvement and agency coordination; and
 - reflect mitigation measures resulting from comments received or changes in the Transportation Activity.

2. Technical Reports and Documentation

Technical reports and documentation for environmental services includes a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision. Technical reports shall be produced before the EA is prepared to identify issues early in the process; the analysis and results of all Technical Reports shall be summarized in the EA. Technical reports and documentation must:

- be prepared with sufficient detail and clarity to support environmental determination(s) and shall be compliant with TxDOT Environmental Compliance Toolkits.
- include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service.
- include sufficient information to determine the significance of impacts.
- insert the following language in a way that is conspicuous to the reader: "*The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT.*"

a) Traffic Noise Studies

The Consultant shall perform a traffic noise analysis in accordance with the current version of TxDOT's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise" and comply with all noise policy, guidelines and standards found on TxDOT's Traffic Noise Toolkit website located at <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>. The Client shall provide the existing and predicted (future) TxDOT approved traffic data for the design year. The Consultant shall:

- To the maximum extent practicable utilize the results of (and TxDOT comments regarding) the Traffic Noise Analysis Technical Report - At-Risk submitted to TxDOT on 2/03/2020 based on Traffic data not yet approved by TxDOT, per HCRMA request. By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- Determine existing and predicted noise levels for representative receivers, as follows:
 - For transportation activities on new location, take field measurements of existing noise levels. Field measurements shall be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2. Existing noise data was captured under the initial at-risk modeling and is not anticipated to change.
 - For transportation activities not on new location, perform computer modeling of existing noise levels and predicted (future) noise levels. The approved traffic includes both traffic forecast and K factor changes which are anticipated to affect noise volumes; therefore previous model will have to be completely rebuilt.
 - Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the Consultant's Technical Expert from the software distributor.
- Identify impacted receivers in accordance with the absolute and relative impact criteria.
- Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
- Propose noise abatement measures that are both feasible and reasonable.
- Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur.

Deliverables:

- Noise Analysis Technical Report

Assumptions:

- No change in schematic design which would change roadway geometry or projected traffic levels.
- No Noise Wall Workshops are included

B. PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant shall conduct the following management activities required to complete the scope of services:

- Develop & Maintain Project Schedule (monthly updates)
- Bi-weekly Calls/General Purpose Meetings with Client
- Monthly Project Administration (Invoicing, Progress Reports, etc.)
- Monthly HCRMA Meetings
- Project Workshops/Briefing
- Organize and Maintain Technical Data File
- QA/QC
- ROE coordination to identify or map outstanding priority parcels and coordinate field surveys with Client to notify property owners. **The Client shall secure permission to enter private property for purposes of environmental surveys, provide written ROE permission signed by the landowner, and coordinate all ROE with landowners prior to commencement of fieldwork.** The Consultant shall notify the Client in advance for all field activities.

Deliverables:

- Project Schedule
- Meeting Summaries/Action Items
- Monthly invoices with progress reports
- Technical Data File (electronic submittal to Client, TxDOT Pharr District and TxDOT ENV)
- ROE outstanding priority parcel map and table

EXHIBIT C
WORK SCHEDULE

All work product to be completed within a 3-month timeframe unless changes are specified in writing.

EXHIBIT 'D'
Fee Schedule/Budget WA#5
Hidalgo County Regional Mobility Authority (HCRMA)
ENVIRONMENTAL CONSULTING SERVICES ASSOCIATED WITH THE TXDOT ENVIRONMENTAL CLEARANCE OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR

Consultant: Blanton & Associates, Inc.
Schedule Duration: 3 months

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Manager	Sr Env Planner	Env Planner I/II	Senior Env Specialist	Env Specialist	Biologist	Senior Arch	Senior Historian	Senior GIS	GIS	Admin Assistant	Total Labor Hrs.	Task Cost
Noise Technical Report Approved Traffic													
Revise Traffic numbers per approved traffic (/ /) and run TNM, revise report	2				18				16	100	2	138	\$ 13,511.00
Respond to TxDOT Comments	2				8				4	8	1	23	\$ 2,356.00
Prepare final report	1				8				2	2		13	\$ 1,310.50
Revise/update Community Impacts Assesement, Indirect & Cummulative and Env. Assessment documents to reflect final report outcomes	4				24						2	30	\$ 2,952.00
												0	\$ -
												0	\$ -
												0	\$ -
Subtotal	9	0	0	0	58	0	0	0	22	110	5	204	\$ 20,129.50
LABOR MANHOURS TOTAL	9	0	0	0	58	0	0	0	22	110	5	204	
LABOR RATE PER HOUR	\$160.50	\$140.00	\$120.00	\$160.50	\$90.00	\$100.00	\$110.00	\$120.00	\$120.00	\$95.00	\$75.00		
TOTAL DIRECT LABOR COSTS	\$ 1,444.50	\$ -	\$ -	\$ -	\$ 5,220.00	\$ -	\$ -	\$ -	\$ 2,640.00	\$ 10,450.00	\$ 375.00	\$ 20,129.50	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	7.18%	0.00%	0.00%	0.00%	25.93%	0.00%	0.00%	0.00%	13.12%	51.91%	1.86%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOUR)	4.41%	0.00%	0.00%	0.00%	28.43%	0.00%	0.00%	0.00%	10.78%	53.92%	2.45%	100.00%	
TOTAL DIRECT LABOR COST													\$ 20,129.50
TOTAL DIRECT EXPENSES													\$ -
GRAND TOTAL													\$ 20,129.50
ASSUMPTIONS													

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: 02-E37-17-07 Assigned Goal: 12.2% Prime Provider Blanton & Associates, Inc.
 Work Authorization (WA)#: 5 WA Amount: \$20,129.50 Date: 03/24/2020
 Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: \$0

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
ENV SUPPORT SERVICES FOR IBTC BIO EVAL SUPPORT	\$20,129.50
Total Commitment Amount (Including all additional pages.)	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Blanton & Associates, Inc. Address: 5 Lakeway Centre Court, Suite 200, Austin, TX 78734 VID Number: 74-2845838 PH: 512-264-1095 & FAX: 512-264-1531 Email: dblanton@blantonassociates.com	Name: <u>Don Blanton</u> <i>(Please Print)</i> Title: <u>President</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-08

APPROVAL OF CONTRACT AMENDMENT 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 5

THIS RESOLUTION is adopted this 24th day of March 2020 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, the Authority approved Resolution 2017-71 – Approval of a Professional Service Agreement with Blanton & Associates, Inc. to provide Environmental Services to the Hidalgo County Regional Mobility Authority in the amount of \$24,990.00;

WHEREAS, the Authority approved Resolution 2017-72 – Approval of Work Authorization Number 1 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Environmental Classification Support for International Bridge Trade Corridor Project in the amount of \$24,990.00;

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) found that Blanton & Associates, Inc. has demonstrated its qualifications in environmental work; (iii) found that Blanton & Associates, Inc. has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desired to expand Blanton & Associates, Inc. professional environmental services by approving Resolution 2018-05 – Approval of Work Authorization Number 2 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Environmental Clearance Support for the IBTC Project in the amount of \$702,075.94;

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority finds it necessary to approve Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5.

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 the Contract Amendment Number 4 to increase the maximum payable amount to \$780,455.44 due to additional scope outlined in Work Authorization Number 5 in the amount of \$20,129.50 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 4 to the Professional Services Agreement for Environmental Services as approved.

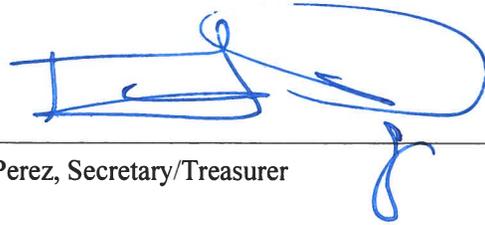
Exhibit A

Contract Amendment Number 4
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

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 24th day of March 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

SUPPLEMENTAL AGREEMENT NO. 4

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 4 TO MAIN CONTRACT 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 Blanton & Associates, Inc. (the Consultant).

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 maximum amount payable under this contract from \$760,325.94 to \$780,455.44 for a total increase of \$20,129.50 due to additional scope and effort outlined in Work Authorization No. 5 for IBTC Biological Evaluation Support for IBTC Environmental Clearance.

This Supplemental Agreement No. 4 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-09

AUTHORIZATION TO SOLICIT REQUESTS FOR QUALIFICATIONS
FOR ENGINEERING, CMT, SURVEYING, SUB-SURFACE UTILITY
ENGINEERING, GEO-TECHNICAL, AND ENGINEERING-RELATED
SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY FOR THE INTERNATIONAL BRIDGE TRADE
CORRIDOR PROJECT

THIS RESOLUTION is adopted this 24th day of March, 2020 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, the Authority is developing the Hidalgo County Loop System, which includes the 365 Tollway, International Bridge Trade Corridor, State Highway 68, Segment A, Segment C, and FM 1925; and

WHEREAS, the Authority has found it necessary to procure Professional Engineering and Surveying Services for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Authority finds it necessary to approve Resolution 2020-09 to solicit Requests for Qualifications for Engineering, CMT, Surveying, Sub-Surface Utility Engineering, Geo-Technical, and other Engineering-Related Services to the Hidalgo County Regional Mobility Authority for the International Bridge Trade Corridor Project;

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.

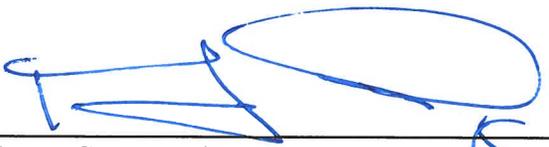
Section 2. The Board hereby authorizes Executive Director to solicit Requests for Qualifications for Engineering, CMT, Surveying, Sub-Surface Utility Engineering, Geo-Technical, and other Engineering-Related Services to the HCRMA for the International Bridge Trade Corridor Project.

Section 3. Upon receipt of formal responses from professional services firms, a committee comprised of the Executive Director, Chief Development Engineer and Chief Construction Engineer will rate, rank and recommend a short list of firms for consideration by the Board of Directors at the first available regular meeting.

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 24th day of March, 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-10

APPROVAL OF WORK AUTHORIZATION 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO PROVIDE ARCHAEOLOGICAL MITIGATION PLANS FOR THE IBTC PROJECT FOR THE IBTC PROJECT ENVIRONMENTAL CLEARANCE

THIS RESOLUTION is adopted this 28th day of April 2020 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance.

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5.

WHEREAS, the Authority finds it necessary to approve Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance.

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 Work Authorization Number 6 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance in an amount not to exceed \$131,398.00 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 6 to the Professional Services Agreement for the International Bridge Trade Corridor as hereby approved.

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 28th day of April 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 6
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

SUPPLEMENTAL AGREEMENT NO. 4

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 4 TO MAIN CONTRACT 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 Blanton & Associates, Inc. (the Consultant).

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 maximum amount payable under this contract from \$760,325.94 to \$780,455.44 for a total increase of \$20,129.50 due to additional scope and effort outlined in Work Authorization No. 5 for IBTC Biological Evaluation Support for IBTC Environmental Clearance.

This Supplemental Agreement No. 4 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-11

APPROVAL OF CONTRACT AMENDMENT 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 6

THIS RESOLUTION is adopted this 28th day of April 2020 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, the Authority approved Resolution 2017-71 – Approval of a Professional Service Agreement with Blanton & Associates, Inc. to provide Environmental Services to the Hidalgo County Regional Mobility Authority in the amount of \$24,990.00;

WHEREAS, the Authority approved Resolution 2017-72 – Approval of Work Authorization Number 1 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Environmental Classification Support for International Bridge Trade Corridor Project in the amount of \$24,990.00;

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) found that Blanton & Associates, Inc. has demonstrated its qualifications in environmental work; (iii) found that Blanton & Associates, Inc. has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desired to expand Blanton & Associates, Inc. professional environmental services by approving Resolution 2018-05 – Approval of Work Authorization Number 2 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Environmental Clearance Support for the IBTC Project in the amount of \$702,075.94;

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5;

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority finds it necessary to approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6.

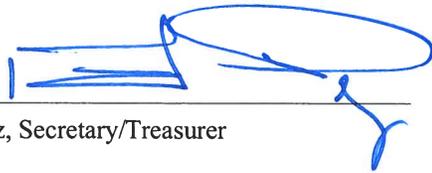
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the Contract Amendment Number 5 to increase the maximum payable amount to \$911,853.44 due to additional scope outlined in Work Authorization Number 6 in the amount of \$131,398.00 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 5 to the Professional Services Agreement for Environmental Services as approved.

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 28th day of April 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

Exhibit A

Contract Amendment Number 5
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

SUPPLEMENTAL AGREEMENT NO. 5

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 5 TO MAIN CONTRACT 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 Blanton & Associates, Inc. (the Consultant).

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 maximum amount payable under this contract from \$780,455.44 to \$911,853.44 for a total increase of \$131,398.00 due to additional scope and effort outlined in Work Authorization No. 6 for Archaeological Mitigation Plans for the IBTC Project Environmental Clearance.

This Supplemental Agreement No. 5 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Don Blanton

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 – 12 (REVISED)

APPROVAL OF SIX (6) MONTH EXTENSION TO THE PROFESSIONAL
SERVICE AGREEMENT WITH HILLTOP SECURITIES, INC. (FIRST
SOUTHWEST) TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of July 2020, 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 May 14, 2009 the Authority entered into a Financial Advisory Services Agreement with First Southwest Company to advise the Authority regarding financial issues affecting the Authority and its operations and regarding the issuance and sale of all evidence of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Authority from time to time during the period the Agreement is in effect; and

WHEREAS, the agreement was entered into for an initial three-year period with provisions to exercise one-year extensions after the three-year period; and

WHEREAS, on July 18, 2012, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on August 21, 2013, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 21, 2014, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on June 23, 2015, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 24, 2016, the Authority extended the Financial Advisory Service Agreement with Hill top Securities (formerly First Southwest Company) for one year; and

WHEREAS, on May 23, 2017, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on May 22, 2018, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year;

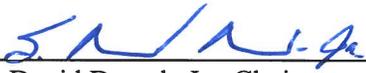
WHEREAS, on April 23, 2019, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year;

WHEREAS, the Board has determined it is necessary to exercise a 6-month extension to the Financial Advisory Service Agreement with Hilltop Securities (First Southwest);

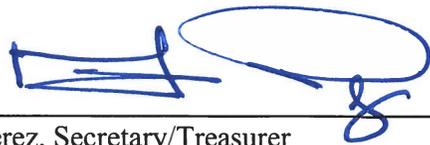
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves a six (6) month extension to the Financial Advisory Services Agreement with Hilltop Securities (First Southwest) hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the six (6) month extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority, as approved.

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 28th day of July 2020, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A
ONE (1) YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
WITH
HILLTOP SECURITIES, INC. (FIRST SOUTHWEST)
DATED
June 23, 2020

EXHIBIT B
FINANCIAL ADVISORY SERVICE AGREEMENT WITH
FIRST SOUTHWEST COMPANY
DATED
MAY 14, 2009

ONE YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HILLTOP SECURITIES, INC. (FORMERLY FIRST SOUTHWEST)

DATED MAY 14, 2009

INITIAL AGREEMENT PERIOD FOR THREE YEARS

ADDITIONAL ONE-YEAR TERMS

1ST EXTENSION DATED JULY 18, 2012

2ND EXTENSION DATED MAY 14, 2013

3RD EXTENSION DATED MAY 21, 2014

4TH EXTENSION DATED JUNE 23, 2015

5TH EXTENSION DATED MAY 24, 2016

6TH EXTENSION DATED MAY 23, 2017

7TH EXTENSION DATED MAY 22, 2018

8TH EXTENSION DATED MAY 23, 2019

ONE YEAR EXTENSION EFFECTIVE JUNE 23, 2020

HILLTOP SECURITIES, INC.

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____

Hill A. Feinberg, Chairman & CEO

By: _____

Pilar Rodriguez, Executive Director

By: _____

Richard M. Ramirez, Managing Director

Date: _____

Date: _____

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2020 - 13**

**RE-ASSERTING LOCAL TOLL PROJECT ENTITY PRIMACY RIGHTS
OVER THE 365 TOLLWAY, SEGMENTS 1 AND 2**

THIS RESOLUTION is adopted this 26th day of May, 2020 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") and a local toll project entity pursuant to Chapter 373, Texas Transportation Code (the "Primacy 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, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop (the "Loop System");

WHEREAS, the Authority identified two projects suitable for initial development under the Loop System, and the same have been rescoped over time: SH365 from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 14.31 miles (initially the "Trade Corridor Connector" and later renamed the "365 Tollway") and frontage roads from 365 Tollway to Valleyview Interchange, main lanes to I-2, and connector road to FM 493 (the "International Bridge Trade Corridor");

WHEREAS, the Primacy Act provides for local toll project entities, including the Authority, to develop toll projects;

WHEREAS, the Commission and the Authority entered into a Market Valuation Waiver Agreement on June 24, 2010;

WHEREAS, by Resolution 2010-38, the Authority initially stated its intention to exercise its option to develop, finance, construct, and operate the Trade Corridor Connector and the International Bridge Trade Corridor as toll projects under the Primacy Act;

WHEREAS, by Resolution 2016-73, the Authority restated its intention to exercise its option to develop, finance, construct, and operate Segments 1 and 2 of the 365 Tollway (a new four lane

toll project from FM 396 (Anzulduas Highway) eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 12.2 miles) (the “Project”);

WHEREAS, the Project Development, Operation, and Maintenance Agreement dated October 18, 2016 by and between the Authority and Texas Department of Transportation (the “Department”) for the Project provides that the Department waives the time limits for developing the Project as provided for in Section 373.055 of the Primacy Act in lieu of later dates;

WHEREAS, the International Bridge Trade Corridor has been revised to be developed as a non-tolled project, no longer subject to the Primacy Act; and

WHEREAS, the Board finds it to be in the best interest of the Authority and the County to reassert and maintain its option to develop, finance, construct, and operate the Project pursuant to its rights under the Primacy Act;

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 Authority hereby asserts local primacy and exercises its option to develop, finance, and construct the Project.

Section 3. The Executive Director is authorized to deliver written notice to the Department, pursuant to Section 373.051(a) of the Primacy Act, of the Authority’s intent to reassert maintain primacy over the Project.

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 26th day of May, 2020, at which meeting a quorum was present.



S. David Deanda, Chairman



FORREST RUNNERS

Ricardo Perez, Secretary

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 – 14

APPROVAL OF PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS TO EXTEND THE EXISTING CITY LIMITS BE INCLUDED AS PART OF THE CITY OF PHARR FOR A 215,168.03 SQUARE FOOT TRACT OF LAND OUT OF LOT 80, BLOCK 26 AND LOT 71, BLOCK 23, RE-SUBDIVISION SAN JUAN PLANTATION SUBDIVISION, HIDALGO COUNTY, TEXAS

THIS RESOLUTION is adopted this 23rd day of June, 2020 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") and a local toll project entity pursuant to Chapter 373, Texas Transportation Code (the "Primacy 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, the Authority owns a certain 215,168.03 square foot tract of land in the San Juan Plantation Subdivision in Hidalgo County, Texas and in the City of Pharr's (the "City's") extra territorial jurisdiction (the "Property");

WHEREAS, pursuant to its authority in Chapter 43, Texas Local Government Code, the City desires to annex the Property and has requested the Authority waive its right to a development agreement;

WHEREAS, the Board finds it to be in the best interest of the Authority to cooperate with the City's annexation effort as relates to the Property and approves the petition requesting annexation;

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 authorizes the Executive Director to execute the Petition Requesting Annexation by Area Landowners (attached hereto as Exhibit A) and the Affidavit (attached hereto as Exhibit B) and submit the same to the City.

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 June, 2020, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ricardo Perez, Secretary/Treasurer

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF PHARR, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable Body to extend the present city limits so as to include as part of the City of Pharr, Texas, the following described in the attached Exhibit A, including a map, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Pharr, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for
_____ County, Texas.

EXHIBIT A OWNER: HIDALGO COUNTY REGIONAL MOBILE AUTHORITY



Pharr City Limit



Pharr ETJ



1 inch = 400 feet



All information depicted on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

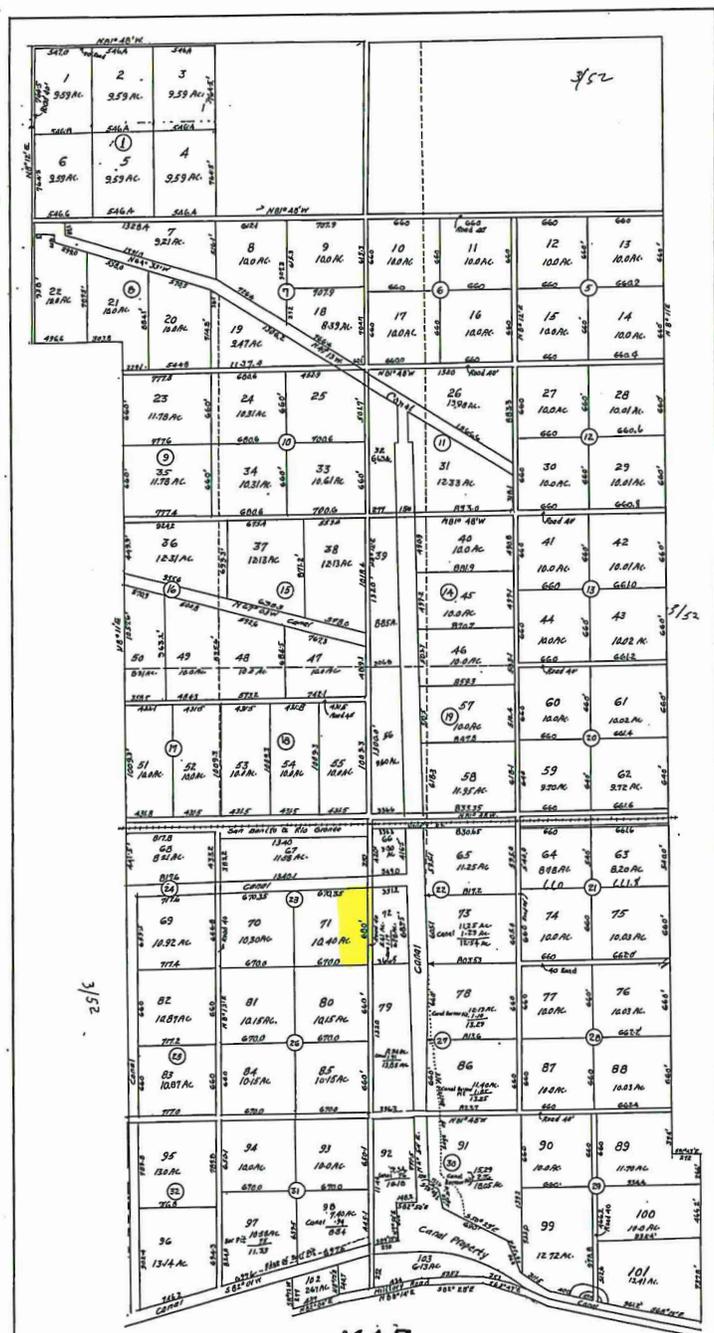
City of Pharr, Texas
Engineering Department
556-402-4242 Date: 5/21/2020



EXHIBIT A (CONT'D)
PROPERTY DESCRIPTION

OWNER: HIDALGO COUNTY REGIONAL MOBILE AUTHORITY

TRACT 4: A 4.94 acre tract of land, more or less, out of Lot 71, Block 23, San Juan Plantation Subdivision, Hidalgo County, Texas



MAP
 SHOWING RE-SUBDIVISION OF
 LOTS 1, 2 AND 3 TO 32 INCLUSIVE
 OF THE
 SAN JUAN PLANTATION SUBDIVISION
 OUT OF
 PORCIONES 71 & 72
 HIDALGO COUNTY TEXAS
 Scale 1" = 500'

I E. M. Card, a surveyor, do hereby certify that
 the foregoing map of Re-subdivision of Lots 1 and 2
 to 32 inclusive of the San Juan Plantation is a true and
 correct Plat of said Lands as surveyed and subdivided
 by me
 E. M. Card
 Surveyor

Subscribed and Sworn to before me this 14th day
 of November 1926
 J. D. Rappaport
 Notary Public in and for Hidalgo County Texas
 Recorded Nov. 18 1926
 At 1:00 PM



Hidalgo CAD

Property Search Results > 1017359 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY for Year 2020

Tax Year: 2020

Property

Account

Property ID: 1017359 Legal Description: SAN JUAN PLANTATION LOT BLK 23 LT 71 S677.27'-E260.01' & BLK 26 LOT 80 AN IRR TR ADJ D/D E265.71'-N176.41' 4.94AC NET

Geographic ID: S1050-00-023-0071-03 Zoning:

Type: Real Agent Code:

Property Use Code:

Property Use Description:

Location

Address: E HIGHLINE RD TX Mapsco:

Neighborhood: SAN JUAN PLANTATION Map ID: VOL.3 PG.52

Neighborhood CD: S105000

Owner

Name: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY Owner ID: 1038088

Mailing Address: PO BOX 1766 PHARR, TX 78577-1633 % Ownership: 100.0000000000%

Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$80,068	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$80,068	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$80,068	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$80,068	

Taxing Jurisdiction

Owner: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

% Ownership: 100.0000000000%

Total Value: \$80,068

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$80,068	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.105100	\$80,068	\$0	\$0.00
FD4	EMS DIST #04	0.025300	\$80,068	\$0	\$0.00
GHD	HIDALGO COUNTY	0.575000	\$80,068	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$80,068	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.173300	\$80,068	\$0	\$0.00
R18	ROAD DIST 18	0.000000	\$80,068	\$0	\$0.00
SHD	HIDALGO ISD	1.296300	\$80,068	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$80,068	\$0	\$0.00

Total Tax Rate: 2.224200

Taxes w/Current Exemptions: \$0.00
 Taxes w/o Exemptions: \$1,780.87

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	4.9400	215186.40	0.00	0.00	\$80,068	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020		\$0	\$80,068	0	80,068	\$0 \$80,068
2019		\$0	\$80,068	0	80,068	\$0 \$80,068
2018		\$0	\$80,068	0	80,068	\$0 \$80,068
2017		\$0	\$80,068	0	80,068	\$0 \$80,068
2016		\$0	\$80,068	0	80,068	\$0 \$80,068

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/5/2015	DEED	DEED	HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY	HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY			2660458

Tax Due

Property Tax Information as of 05/19/2020

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.

2019 TAX STATEMENT



**PABLO (PAUL) VILLARREAL JR., PCC
 HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
 PO BOX 178
 EDINBURG, TEXAS 78540**

Certified Owner:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 PO BOX 1766
 PHARR, TX 78577-1633

Legal Description:

SAN JUAN PLANTATION LOT BLK 23 LT 71
 S677.27'-E260.01' & BLK 26 LOT 80 AN
 IRR TR ADJ D/D E265.71'-N176.41' 4.94AC
 NET

Legal Acres: 4.9400

Parcel Address: E HIGHLINE RD

Print Date: 05/20/2020

Account No: S1050-00-023-0071-03

Appr. Dist. No.: 1017359

As of Date: 05/20/2020

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$80,068	\$0	\$80,068	\$80,068	\$0	\$0	\$0	\$80,068

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	\$80,068	EXXV	\$80,068.00	\$0	0.5750000	\$0.00
DRAINAGE DIST #1	\$80,068	EXXV	\$80,068.00	\$0	0.1051000	\$0.00
EMS DIST #4	\$80,068	EXXV	\$80,068.00	\$0	0.0253000	\$0.00
SOUTH TEXAS ISD	\$80,068	EXXV	\$80,068.00	\$0	0.0492000	\$0.00
SOUTH TEXAS COLLEGE	\$80,068	EXXV	\$80,068.00	\$0	0.1733000	\$0.00
HIDALGO ISD	\$80,068	EXXV	\$80,068.00	\$0	1.2963000	\$0.00

Total Tax: \$0.00
Total Tax Paid to date: \$0.00
Total Tax Remaining: \$0.00

Exemptions:

EXXV PRORATED-EXXV

AMOUNT DUE IF PAID BY:

06/01/2020 13%	06/30/2020 15%	07/31/2020 18 + up to 15%	08/31/2020 19 + up to 15%	09/30/2020 20 + up to 15%	11/02/2020 21 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2020 22 + up to 15%	12/31/2020 23 + up to 15%	02/01/2021 24 + up to 15%	03/01/2021 25 + up to 15%	03/31/2021 26 + up to 15%	04/30/2021 27 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

HIDALGO ISD 2019 M&O 1.0684000 I&S .22790000 Total 1.2963000 2018 M&O 1.1700000 I&S .30000000 Total 1.4700000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.69 ✂

Print Date: 05/20/2020

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
 HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
 PO BOX 178
 EDINBURG, TEXAS 78540
 (956) 318-2157



S1050-00-023-0071-03

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 PO BOX 1766
 PHARR, TX 78577-1633

AMOUNT PAID:
\$ _____

00010173590000000000

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned official, on this day appeared _____ and _____ who are personally known to me, and first being duly sworn according to law upon their oath, deposed and said:

"Our names are _____ and _____. We are all over eighteen (18) years of age. We reside in Hidalgo County, Texas. We are fully competent to make this Affidavit. We have personal knowledge of the facts stated herein and they are all true and correct.

The existing ETJ of the City of Pharr, Texas (also referred to as "Pharr") is 3 ½ miles and is specifically shown on the map attached hereto as Exhibit A and incorporated herein for all purposes.

The undersigned constitute the real property owners of an area comprised of _____ acres of land and located in Pharr's existing ETJ. This area is specifically shown and described by deed on Exhibit B attached hereto and incorporated herein for all purposes (the "Territory").

The Territory is not within the existing ETJ of any other municipality. The undersigned further represent that no request or development agreement has been presented to any other municipality requesting annexation or inclusion within another municipality's ETJ.

The undersigned acknowledge that if the Pharr's Board of Commissioners approves the expansion of its city limits to include the Territory, this Territory, its owners, residents, and inhabitants are entitled to enjoy all rights and privileges and be subject to all duties, obligations and limitations of property owners, residents and inhabitants within Pharr's city limits.

The undersigned request that the Board of Commissioners (City Commission) of the City of Pharr, Texas annex the Territory represented by this petition pursuant to Article I Section 5(c) of the City Charter of the City of Pharr, Texas and Chapter 43, Subchapter C-3 43.0671-43.0673 of the Texas Local Government Code in order that the voters and owners of the Territory represented in the petition to which this Affidavit is attached are entitled to enjoy the rights and privileges of other citizens of the City of Pharr, Texas.

The undersigned acknowledged that if the City of Pharr, Texas annexes the Territory represented by the petition to which this Affidavit is attached, this Territory shall be subject to and bound by the acts, ordinances, resolutions and regulations of the City of Pharr, Texas.

FURTHER AFFIANTS SAYETH NOT.

Executed on this ____ day of _____, 2020.

Signature: _____

Name: _____

Address: _____

Total Acreage: _____

Property Description: _____

SUBSCRIBED and SWORN to me by the said _____ on
this ____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires:

Signature: _____

Name: _____

Address: _____

Total Acreage: _____

Property Description: _____

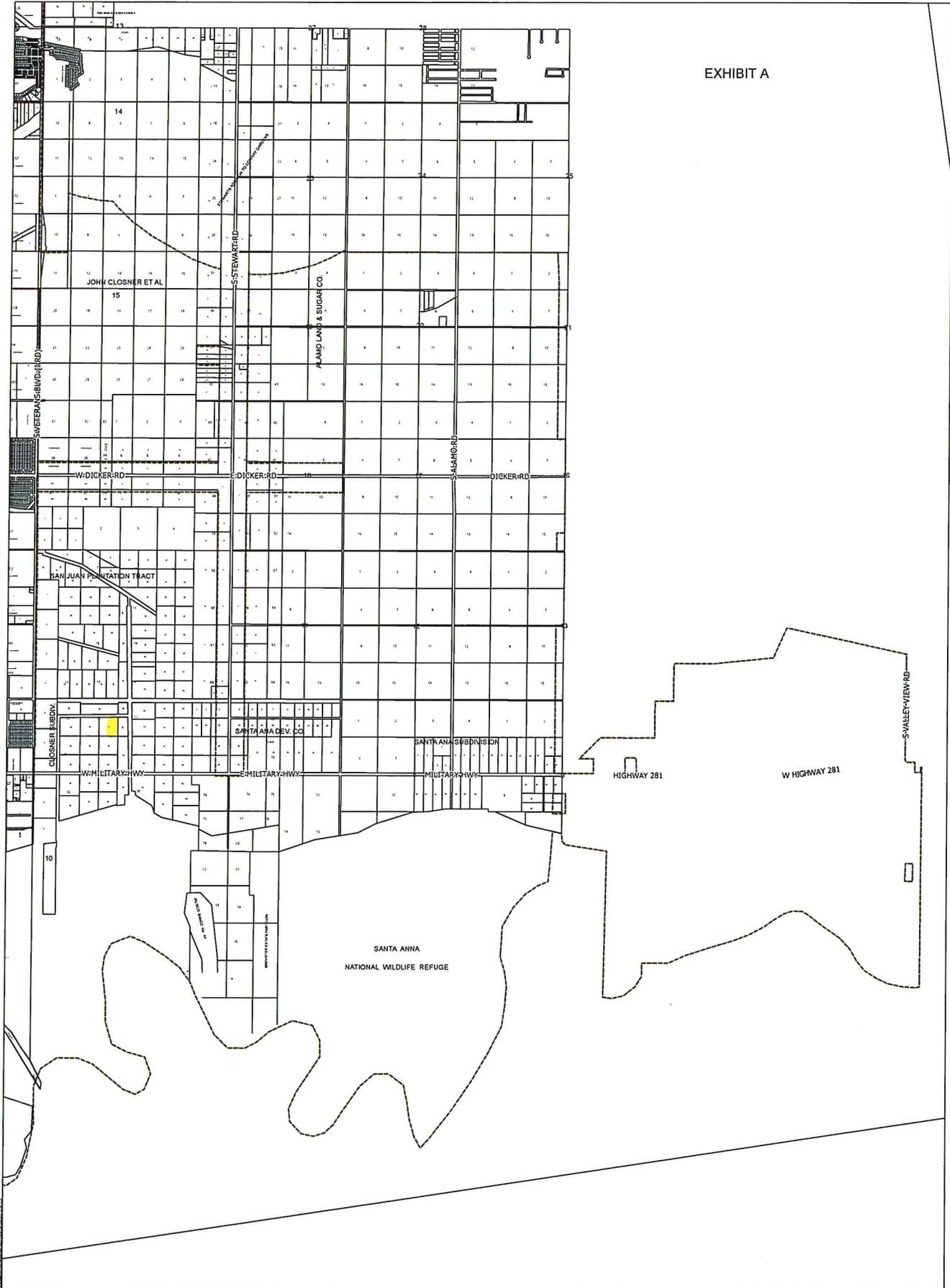
SUBSCRIBED and SWORN to me by the said _____
_____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires



EXHIBIT A



Pharr City Limit
Pharr ETJ

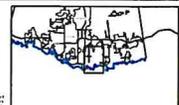


EXHIBIT B

SIERRA TITLE
STG/ IQ GF# 3152884

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA Parcel No.: 65-P10

Grantor(s), whether one or more:

KVS Family Limited Partnership, a Texas Limited Partnership

Grantor's Mailing Address (including county):

PO Box 5790
McAllen, TX 78502
Hidalgo County

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
PO Box 1766
Pharr, Texas 78577
Hidalgo County

Consideration:

The sum of One Hundred Ninety Four Thousand Five Hundred Twelve Dollars and Fifty Cents (\$194,512.50) , **(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation),** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit A (the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:

None

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Hidalgo County Regional Mobility Authority to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

KVS Family Limited Partnership, a Texas Limited Partnership

By: *KVS Chowdary*

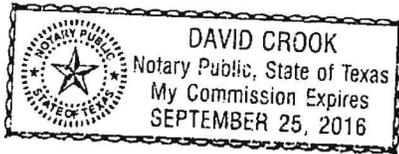
Printed Name: K.V. Chowdary

Title: President, KVS Land Co., Inc.,
General Partner

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on September 2, 2015
by K.V. Chowdary, President of KVS Land Co., Inc., a Texas corporation, general partner
of KVS Family Limited Partnership, a Texas limited partnership, on behalf of said
~~a corporation and limited partnership.~~ on behalf of said entity.



David Crook
Notary Public's Signature

County: Hidalgo

Page 1 of 3
Survey Date: July 21, 2014
Parcel 65 P- 10

Road: HCRMA SH365 (SEGMENT 1)

Project Limits: South McColl Road to U.S. Highway 281 (Military Road)

R.O.W. CSJ: 3627-01-001

FIELD NOTES FOR PARCEL 65 P- 10

A 215,168.03 square feet of land out of a 579,393.64 square feet tract of land out of Lot 80, Block 26 and Lot 71, Block 23, Re-Subdivision San Juan Plantation Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Page 52, Map Records Hidalgo County, Texas; Said 579,393.64 square feet tract of land is vested to KVS Family Limited Partnership, a Texas limited partnership from F.E. & J.A. Knapp Limited Partnership, a Texas limited partnership by virtue of a Warranty Deed with Vendor's Lien dated January 22, 2002, recorded in Document No. 1048589, Official Records of Hidalgo County, Texas. Said 215,168.03 square feet of land being more particularly described by metes and bounds as follows:

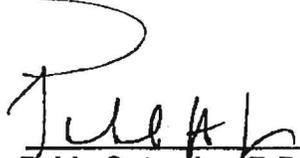
Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northwest corner of Lot 71, Block 23, Re-Subdivision San Juan Plantation Subdivision; **Thence**, South 81 degrees 58 minutes 23 seconds East, with the North line of Lot 71, Block 23, Re-Subdivision San Juan Plantation Subdivision, a distance of 390.03 feet to a No. 5 rebar with aluminum disk set at the Proposed West Right of Way line of State Highway 365 for the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

1. **THENCE**, continuing South 81 degrees 58 minutes 23 seconds East, with the North line of said Lot 71, Block 23, a distance of 260.01 feet to a No. 4 rebar set at the West Right of Way line of San Juan Road for the Northeast corner of this tract of land;
2. **THENCE**, South 08 degrees 35 minutes 28 seconds West, with the West Right of Way line of said San Juan Road, a distance of 679.83 pass a No. 4 rebar found at the common line of said Lot 71, Block 23 and Lot 80, Block 26, continuing for a total distance of 801.47 to a No. 4 rebar found at the North Drainage Ditch Right of Way line of the Hidalgo County Drainage District No. One (Document No. 2124104, O.R.H.C.) for the Southeast corner of this tract of land;
3. **THENCE**, South 86 degrees 41 minutes 37 seconds West, with the North Drainage Ditch Right of Way line of said Hidalgo County Drainage District No. One, a distance of 265.71 feet to a No. 5 rebar with aluminum disk set at the Proposed West Right of Way line of said State Highway 365 for the Southwest corner of this tract of land;
4. **THENCE**, North 08 degrees 35 minutes 28 seconds East, with the Proposed West Right of Way line of said State Highway 365, a distance of 176.41 feet pass the common line of said Lot 80, Block 26 and Lot 71, Block 23, continuing for a total distance of 853.68 feet to the **POINT OF BEGINNING** and containing 215,168.03 square feet of land, more or less.

Note: The Point of Beginning of this description has surface coordinates of N: 16561246.60 and E: 1090778.24; All bearings are based on the Texas State Plane Coordinate System, Nad 83 (1993 Adj.), South Zone. All coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.99996;

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.




Pablo Soto, Jr. R.P.L.S. No. 4541
Date: 07/21/14, 7/24/14, 9/15/14
Revised: 1/9/15

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-15

APPROVAL OF SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. FOR A NO COST TIME EXTENSION FOR ENVIRONMENTAL SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 23rd day of June 2020 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority finds it necessary to approve Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project.

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.

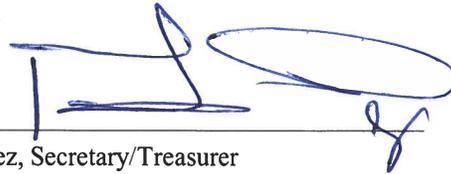
Section 2. The Board hereby approves Supplemental No. 1 to Work Authorization Number 3 to the Professional Service Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental No. 1 Work Authorization Number 3 to the Professional Services Agreement for the 365 Tollway Project approved hereby approved.

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 June 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

Exhibit A

Supplemental No. 1 to Work Authorization Number 3

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

365 Tollway Project

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 3
FOR ENVIRONMENTAL CONSULTING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. 3 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2020, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 3 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Don Blanton

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-16

APPROVAL OF SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. FOR A NO COST TIME EXTENSION FOR ENVIRONMENTAL SERVICES FOR THE IBTC PROJECT

THIS RESOLUTION is adopted this 23rd day of June 2020 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority finds it necessary to approve Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project.

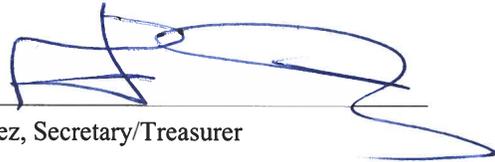
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Supplemental No. 1 to Work Authorization Number 4 to the Professional Service Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Supplemental No. 1 Work Authorization Number 4 to the Professional Services Agreement for the IBTC Project approved hereby approved.

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 June 2020, at which meeting a quorum was present.

A handwritten signature in blue ink, appearing to read "S. David Deanda, Jr.", written over a horizontal line.

S. David Deanda, Jr., Chairman

A handwritten signature in blue ink, appearing to read "Rick Perez", written over a horizontal line.

Rick Perez, Secretary/Treasurer

Exhibit A

Supplemental No. 1 to Work Authorization Number 4

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

IBTC Project

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 4
FOR ENVIRONMENTAL CONSULTING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. 4 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2020, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 4 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Don Blanton

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 – 17

APPROVAL OF THE FINANCIAL UNDERWRITING POOL FROM WHICH
FINANCIAL UNDERWRITER SYNDICATES WILL BE SELECTED AND
APPROVED BY THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY FOR VARIOUS FINANCINGS FOR THE PERIOD
COMMENCING SEPTEMBER 1, 2020 AND ENDING SEPTEMBER 30, 2021

THIS RESOLUTION is adopted this 23rd day of June 2020, 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 October 22, 2019, the Board determined it was necessary for the Authority to solicit requests for proposals to provide Underwriting Services as part of the process to fund long term transportation projects in the County; and

WHEREAS, on December 2, 2019, the Authority received 21 responses to the Requests for Proposals for Financial Underwriting Services and recommends the Financial Underwriting Pool here to attached as Exhibit “A” to provided underwriting services for the Authority;

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 the firms, hereto attached as Exhibit A, for the Financial Underwriting Pool to provide Financial Underwriting Services for various financings for the Hidalgo County Regional Mobility Authority for the period commencing September 1, 2020 to and ending September 30, 2021.

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 June 2020, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2020-18

RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2020 EITHER AS TAX-EXEMPT OR TAXABLE BONDS; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH BONDS; APPROVING THE PROJECTS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE DESIGNATION AND APPOINTMENT OF A SYNDICATE OF UNDERWRITERS AND APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT, AND AN ESCROW AGREEMENT; RATIFYING THE PLEDGE AGREEMENT AND INDENTURE OF TRUST; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

TABLE OF CONTENTS

Page

ARTICLE I

RECITALS

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1	Definitions	3
Section 2.2	Interpretations	7

ARTICLE III

TERMS OF THE BONDS

Section 3.1	Name, Amount, Purpose, Authorization.....	8
Section 3.2	Date, Interest Payment Dates and Principal Installment Payment Date, Initial Bonds, Numbers and Denomination.....	8
Section 3.3	Selling and Delivering the Bonds	8
Section 3.4	Approval, Registration and Initial Delivery	9
Section 3.5	Execution of the Bonds.....	9
Section 3.6	Payment of Principal and Interest.....	10
Section 3.7	Successor Paying Agent/Registrars	10
Section 3.8	Special Record Date.....	11
Section 3.9	Ownership; Unclaimed Principal and Interest.....	11
Section 3.10	Book-Entry Only System.....	11
Section 3.11	Successor Securities Depository; Transfer Outside Book-Entry Only System.....	12
Section 3.12	Payments to Cede & Co.....	12
Section 3.13	Registration, Transfer, and Exchange.....	12
Section 3.14	Cancellation of Bonds.....	13
Section 3.15	Mutilated, Lost, or Stolen Bonds.....	13
Section 3.16	Redemption.....	14
Section 3.17	Notice of Redemption to Owners	15
Section 3.18	Payment Upon Redemption.....	15
Section 3.19	Effect of Redemption.....	15
Section 3.20	Limited Obligations	16

ARTICLE IV

FORM OF BONDS

Section 4.1	Forms	16
Section 4.2	CUSIP Registration.....	16

ARTICLE V

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS; ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEFEASANCE

Section 5.1 Security for the Bonds16
Section 5.2 The Bonds Not Payable from Taxes17
Section 5.3 Establishment of Additional Funds and Accounts for the Bonds.....17
Section 5.4 Flow of Funds17

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 6.1 Selection of Underwriting Syndicate18
Section 6.2 Authorization of a Purchase Agreement18
Section 6.3 Official Statement Approval and Distribution.....18
Section 6.4 Sale.....18
Section 6.5 Application of Proceeds.....19

ARTICLE VII

FEDERAL TAX MATTERS

Section 7.1 Taxable Bonds19
Section 7.2 Federal Income Tax Covenants Relating to Tax-Exempt Bonds19
Section 7.3 Series 2020 Senior Lien Rebate Account20

ARTICLE VIII

CONTINUING DISCLOSURE UNDERTAKING

Section 8.1 Annual Reports21
Section 8.2 Event Notices22
Section 8.3 Limitations, Disclaimers, and Amendments.....24

ARTICLE IX

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 9.1 Subscription for Securities.....25
Section 9.2 Appointment of Escrow Agent; Approval of Escrow Agreement;
Deposit with Paying Agent for Refunded Bonds.....25
Section 9.3 Payment of Refunded Bonds; Redemption of Refunded Bonds.....25

ARTICLE X

MISCELLANEOUS

Authorization of Agreements.....26
Section 10.1 Bond Counsel; Appointment, Ratification and Acceptance26
Section 10.2 Related Matters26
Section 10.3 Further Proceedings27
Section 10.4 Severability27
Section 10.5 Open Meeting27
Section 10.6 Paying Agent/Registrar Agreement27
Section 10.7 Parties Interested27
Section 10.8 Repealer27
Section 10.9 Changes to Resolution27
Section 10.10 Effective Date27

LIST OF EXHIBITS

- Exhibit A: Pricing Certificate
- Exhibit B: Paying Agent/Registrar Agreement
- Exhibit C: Escrow Agreement
- Exhibit D: Indenture of Trust

RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2020 EITHER AS TAX-EXEMPT OR TAXABLE BONDS; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH BONDS; APPROVING THE PROJECTS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE DESIGNATION AND APPOINTMENT OF A SYNDICATE OF UNDERWRITERS AND APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT, AND AN ESCROW AGREEMENT; RATIFYING THE PLEDGE AGREEMENT AND INDENTURE OF TRUST; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

ARTICLE I

RECITALS

WHEREAS, on April 21, 2005, Hidalgo County (the "County") petitioned the Texas Transportation Commission (the "Commission") for authorization to create the Hidalgo County Regional Mobility Authority (the "Authority") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority operates pursuant to Chapters 370 of the Texas Transportation Code, as amended (the "Act") and is authorized to receive and use Vehicle Registration Fees (as defined herein) pursuant to Chapter 502 of the Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the County, pursuant to Section 502.402, Texas Transportation Code, as amended, authorized an Optional County Fee for Transportation Projects in the amount of \$10.00 (per registered vehicle) effective January 1, 2008 (referred to as "Vehicle Registration Fees", as further defined in Article I of this Resolution); and

WHEREAS, the Authorizing Law requires the County to remit to the Authority all revenue derived from the Vehicle Registration Fees to fund long-term transportation projects in the County as further described herein (the “Projects”); and

WHEREAS, it has been found and determined that the implementation of the Projects will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of its tax base resulting in increased revenues to the County and the provision of services to residents; and

WHEREAS, the County and the Authority have entered into that certain Transportation Project and Pledge Agreement (the “Pledge Agreement”), to authorize Projects and cause the transfer of Vehicle Registration Fees to the Authority, which is authorized to pledge such Pledged Vehicle Fee Revenues (as defined herein) to the Bonds (as hereinafter defined) issued to finance the Projects; and

WHEREAS, the Authority, pursuant to the Indenture, the Authorizing Law, and the Pledge Agreement, has pledged the Pledged Vehicle Fee Revenues to pay Debt Service (as defined in the Indenture) of the Bonds, Costs of Issuance (as defined in the Indenture) of the Bonds, and all amounts required to establish and maintain the funds to be established under the Indenture and this Resolution (as herein defined); and

WHEREAS, the Authority issued Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2013 in the original aggregate principal amount of \$61,600,000 (the “Refunded Bonds”) pursuant to an Indenture of Trust (the “Indenture”) by and between the Authority and Wilmington Trust, National Association, as Trustee (the “Trustee”), dated as of November 1, 2013; and

WHEREAS, the Board of Directors of the Authority (the “Board”) has determined that it is in the Authority’s best interest to issue, pursuant to the Indenture, the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2020 (the “Bonds”) in one or more Series, either as tax-exempt or taxable bonds, in the aggregate principal amount not to exceed \$75,000,000, with a maximum repayment term of no more than 40 years and secured by Pledged Revenues (inclusive of the Pledged Vehicle Fee Revenues), for the purpose of financing and refinancing the Projects and to refund, defease and redeem the Refunded Bonds, all pursuant to the authority provided in Chapters 370 and 502, Texas Transportation Code, and Chapters 1201, 1202, 1207 and 1371, Texas Government Code, and upon the terms and conditions and for the purposes herein provided; and

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, the Authority may delegate to the Pricing Committee the authority to execute and finalize certain terms in connection with the issuance of the Bonds authorized by this Resolution, and the Authority desires to delegate to the Pricing Committee such authority as described herein; and

WHEREAS, the Board hereby finds and determines that the refunding of the Refunded Bonds contemplated in this Resolution will benefit the Authority by providing a present value

savings in the debt service payable by the Authority, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, pursuant to the authority granted in the Act, the Authorizing Law, and Chapter 1371, Texas Government Code, the Authority has determined to authorize the issuance of the Bonds pursuant to the Indenture and this Resolution for the purpose of providing funds to finance a portion of the Projects; and

WHEREAS, based on the above findings, the Board hereby finds and determines that the issuance and delivery of the Bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, to facilitate the issuance of the Bonds, the Authority shall appoint and delegate certain responsibilities to a Pricing Committee (defined herein), which shall determine the date, interest rates, interest payment dates, principal payment dates, redemption features, form of bonds, principal amount of each Series of Bonds, Series designation, the amount to mature each year, the tax status, and other matters, all as further detailed herein; and

WHEREAS, the Authority is also authorizing the execution and delivery of that certain Indenture and such other documents necessary for the issuance of the Bonds; and

WHEREAS, the Board desires to issue the Bonds in accordance with the requirements of the Indenture and to authorize the execution and delivery of such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith;

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

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1 Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

“Accounting Principles” shall mean the accounting principles described in the notes to the Financial Statements as such principles may be changed from time to time to comply with State laws or regulations.

“Act” shall have the meaning assigned in the recitals of this Resolution.

“Annual Financial Information” shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings “THE VEHICLE REGISTRATION FEES – Table 1 – Vehicle Registration and Vehicle Registration Fee History,” “DEBT SERVICE REQUIREMENTS – Table 2 – Debt Service Requirements of

the Bonds,” “INVESTMENT AUTHORITY – Table 3 – Current Investments” and in Appendix B of the Official Statement.

“Authorizing Law” shall have the meaning assigned in the recitals of this Resolution.

“Blanket Letter of Representations” shall mean the Blanket Letter of Representations between the Authority, the Paying Agent/ Registrar and DTC.

“Bond(s)” shall have meaning assigned in the recitals of this Resolution.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that each anniversary of the Issuance Date and on the date of final maturity of the Tax-Exempt Bonds. The first and last Bond Years may be short periods.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor; provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Commission” shall have the meaning assigned in the recitals of this Resolution.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Costs of Issuance” shall mean all costs to the extent incurred in connection with, and allocable to, the issuance of the Bonds within the meaning of Section 147(g) of the Code.

“County” shall mean Hidalgo County, Texas.

“Dated Date” shall mean the date set forth in the Pricing Certificate.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such participants.

“Escrow Agent” shall mean escrow agent designated in the Pricing Certificate.

“Escrow Agreement” shall mean the escrow agreement by and between the Authority and the Escrow Agent relating to the Refunded Bonds.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, with the web address www.emma.msrb.org.

“Final Computation Date” shall mean the date on which the last bond of the Tax-Exempt Bonds is discharged.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financial Statements” shall mean the audited annual financial statements of the Authority prepared by an independent auditor.

“Fiscal Year” shall mean the year beginning each January 1 and ending the following December 31.

“Indenture” shall mean the Indenture of Trust, dated as of November 1, 2013, between the Authority and the Trustee and attached hereto as Exhibit D.

“Initial Bond” shall mean the Initial Bond authorized by Section 3.2 and as approved in final form by the Pricing Certificate.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall have the meaning as set forth in the Indenture and as further described herein and in the Pricing Certificate.

“Issuance Date” shall mean the date on which each Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Underwriters, as further described in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the final official statement authorized by the Board hereunder to be prepared and distributed in connection with the offering for sale of the Bonds.

“Paying Agent/Registrar” shall mean the Trustee.

“Pledge Agreement” shall have the meaning assigned in the recitals of this Resolution.

“Pledged Revenues” shall have the meaning set forth in the Indenture.

“Pledged Vehicle Fee Revenues” shall have the meaning set forth in the Indenture.

“Pricing Certificate” shall mean the certificate executed by the Pricing Committee, providing the final terms of the Bonds, substantially in the form attached hereto as Exhibit A.

“Pricing Committee” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, who are authorized to act on behalf of the Authority in selling and delivering the Bonds and perform all acts authorized and required of the Pricing Committee set forth in this Resolution and Indenture.

“Principal Installment Payment Date,” shall be the dates set forth in the Pricing Certificate.

“Projects” shall mean the engineering, acquisition, construction and improvement of one or more Authority long-term transportation projects in the County, financed by Pledged Revenues, as approved by the Authority from time to time, and related improvements, including the International Bridge Trade Corridor, SH 365 (Phase 1 and 2), US 281/Military Highway Improvements and the SH 68 projects.

“Project Costs” shall mean any costs associated with the Projects that are authorized under the Authorizing Law to be paid with proceeds of the Bonds.

“Rebate Amount” shall mean that amount related to the Tax-Exempt Bonds, as of each respective Computation Date described in Section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with Section 1.148-3 of the Regulations.

“Record Date” shall mean, for any Interest Payment Date, the fifteenth calendar day of the month immediately preceding such interest payment date.

“Refunded Bonds” shall mean the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2013 in the original aggregate principal amount of \$61,600,000.

“Register” or “Bond Register” shall have the meaning set forth in the Indenture.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Reserve Requirement” shall have the meaning set forth in the Indenture.

“Resolution” shall mean this Resolution and accompanying Pricing Certificate authorizing the issuance of the Bonds, in one or more Series, and all amendments hereof and supplements hereto.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time, adopted by the SEC under the Securities Exchange Act of 1934.

“Senior Lien Parity Bonds” shall have the same meaning assigned in the Indenture.

“Series 2020 Construction Fund” shall mean the account as described in Section 5.3 of the Resolution.

“Series 2020 Debt Service Reserve Account” shall mean the account as described in Section 5.3 of the Resolution.

“Series 2020 Senior Lien Rebate Account” shall mean the account by that name established pursuant to Section 7.2 hereof and such subaccounts as may be established pursuant to the Indenture.

“Series 2020 Reserve Fund Policy” shall mean the Reserve Fund Surety Policy as initially approved in the Pricing Certificate in connection with the Bonds.

“SEC” shall mean the United States Securities and Exchange Commission.

“Taxable Bonds” shall mean designated as taxable bonds in the Pricing Certificate.

“Tax-Exempt Bonds” shall mean any Bonds designated as tax-exempt bonds in the Pricing Certificate.

“Trustee” shall mean Wilmington Trust, National Association, and its successors in the capacity.

“Underwriters” shall mean the investment banking firms selected as underwriters as designated in Section 6.1 of this Resolution.

“Vehicle Registration Fees” shall have the meaning set forth in the Indenture.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or

restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$75,000,000 and shall be known and designated as “HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2020”, issued in one or more series and as Tax-Exempt Bonds or Taxable Bonds, each as designated in the Pricing Certificates. The Bonds shall be issued for the purpose of (i) paying the Project Costs, (ii) funding a debt service reserve fund, (iii) refunding, defeasing and redeeming the Refunded Bonds, and (iv) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date, Interest Payment Dates and Principal Installment Payment Date, Initial Bonds, Numbers and Denomination. The Bonds shall be dated the Dated Date, mature in such principal amounts and on such Principal Installment Dates not later than December 1, 2045, and be subject to, all optional and mandatory redemption on the dates, prices and amounts as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates and be payable as set forth in the Pricing Certificate from the later of the Issuance Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months. The Initial Bond shall be numbered I-1 (with such appropriate Series designation as determined in the Pricing Certificate, e.g. IA-1, IB-1) and all other Bonds shall be numbered in sequence beginning with R-1 (with such appropriate Series designation as determined in the Pricing Certificate, e.g. RA-1, RB-1). Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.3 Selling and Delivering the Bonds. As authorized by Chapters 1371 and Chapter 1207, Texas Government Code, as amended, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including, without limitation, the number of Series (or subseries) of Bonds to be issued and the principal amount of each Series or subseries, determining the price at which each Series or subseries of the Bonds will be sold, the Dated Date, the Principal Installment Payment Dates, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, any optional or mandatory sinking fund redemption provisions for the Bonds, the selection of the Bond Insurer or Reserve Fund Surety Provider, if any, and/or all other matters not expressly provided in this

Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the Bonds shall have a net effective interest rate of not greater than 5.00%;
- (ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the refunding of the Refunded Bonds shall produce present value debt service savings net of any Authority contribution;
- (iv) the aggregate principal amount of the Bonds shall not exceed the amount set forth in Section 3.1 hereof;
- (v) the Authority may purchase a bond insurance policy and/or Reserve Fund Surety Policy, but may only purchase a bond insurance policy if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be determined in the Pricing Certificate; and
- (vi) The Authority shall determine whether the Bonds are Long-Term Obligations or Short-Term Obligations as set forth in the Indenture.

Section 3.4 Approval, Registration and Initial Delivery. The Pricing Committee is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Pricing Committee, the Secretary of the Board and other officials and employees of the Authority are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including the printed facsimile signature) as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of the State of Texas and the registration of the Initial Bond of each Series by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for her) shall be requested to sign manually the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon.

Section 3.5 Execution of the Bonds.

(a) The Bonds shall be signed on behalf of the Authority and by the Chairman of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) In the event that any officer of the Authority whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Authority, and has been registered by the Comptroller.

(d) On the Issuance Date, one Initial Bond, representing the entire principal amount of all the Bonds, payable in stated installments to the Underwriters, or their designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board of the Authority, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.11.

Section 3.6 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

If the date for the payment of principal or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was originally due.

Section 3.7 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to replace the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar.

Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.8 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a “Special Record Date.” The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the “Special Payment Date”), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date.

Section 3.9 Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be remitted to the Authority except to the extent that they are required by law to be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.12 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any

other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.12 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in accordance with the Blanket Letter of Representations.

Section 3.13 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar

shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Bond so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond of like maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bonds in lieu of which such Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Authority.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.14 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled by the Paying Agent/Registrar and retained in accordance with the Paying Agent/Registrar's document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Bonds.

Section 3.15 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired

by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

The Authority or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar. The Authority or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the Authority and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.16 Redemption. The Bonds are subject to redemption in the manner provided in the Pricing Certificate and the FORM OF BONDS attached as Exhibit A of the Pricing Certificate.

Section 3.17 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of such redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Bonds (or part thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding is to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The Authority reserves the right to give notice of its election or direction to redeem the Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the Authority retains the right to rescind such notice at any time prior to the scheduled redemption date if the Authority delivers a certificate of the Authority to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owner. If the Bonds (or a portion thereof) are subject to conditional redemption and redemption has been rescinded, the Bonds (or the corresponding portion thereof) shall remain Outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 3.18 Payment Upon Redemption.

(a) Before or on each redemption date, the Authority shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Debt Service Fund or otherwise received by the Paying Agent/Registrar from the Authority and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of the Bonds called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bonds to the date of redemption from the money set aside for such purpose.

Section 3.19 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 3.17 of this Resolution, the Bonds or a portion thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Authority defaults in the payment of the

principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or a portion thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds is presented and surrendered for payment on such date.

(b) If the Authority shall fail to make provision for payment of all sums due on a redemption date, then the Bonds or portion thereof shall continue to bear interest at the rate stated on the Bonds until due provision is made for the payment of same.

Section 3.20 Limited Obligations. THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OR AMOUNT OF VEHICLE REGISTRATION FEES PER VEHICLE. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

ARTICLE IV

FORM OF BONDS

Section 4.1 Forms. The form of Bonds, including the form of the Paying Agent/Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Bonds to be initially issued, shall be substantially in the form of Exhibit A of the Pricing Certificate, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the Underwriters and provided in the Pricing Certificate.

Section 4.2 CUSIP Registration. The Authority may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor Bond Counsel to the Authority are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

ARTICLE V

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS; ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEFEASANCE

Section 5.1 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fees collected by the County (the Pledged Vehicle Fee Revenues), which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds. The Bonds shall be secured by and payable from a senior lien on and

pledge of the Pledged Revenues as set forth in the Indenture. Pursuant to a Bond Resolution setting forth the source of funds of the Supplemental Security, Supplemental Security may also be added to the Pledged Revenues, as provided in the Indenture, for the benefit of the Owners of the Bonds.

Section 5.2 The Bonds Not Payable from Taxes. The Owners of the Bonds shall never have the right to demand payment of either the principal of or interest on the Bonds out of any funds raised or to be raised by taxation.

Section 5.3 Establishment of Additional Funds and Accounts for the Bonds.

(a) Pursuant to Article IV of the Indenture, the Authority hereby establishes a separate account within the Construction Fund to be known as the “Series 2020 Construction Fund.”

(b) The moneys in the General Fund shall be secured and invested in the manner required by law. The earnings on the investment of the proceeds deposited in the General Fund shall remain in such fund to accomplish the purposes of this Resolution and the Indenture and be applied as provided in Article VII of this Resolution.

(c) Pursuant to Section 4.04 of the Indenture, the Authority hereby establishes a separate account within the Debt Service Reserve Fund to be known as the “Series 2020 Debt Service Reserve Account” in order to satisfy the Reserve Requirement for the Bonds. The proceeds deposited in such accounts are solely for the benefit of the Owners of the Bonds and are pledged to the payment thereof. A surety policy, a cash deposit or a combination of both a surety policy and cash deposit may satisfy the Reserve Requirement for the Bonds.

Section 5.4 Flow of Funds.

(a) Interest on the Bonds shall be payable semiannually. In addition to the transfers described in (b)Section 5.4(b) of this Resolution, Section 4.02 of the Indenture shall apply to the Bonds in respect to the flow of Pledged Vehicle Fee Revenues.

(b) The Authority will transfer all amounts necessary to attain the Reserve Requirement for the Bonds into the Series 2020 Debt Service Reserve Account (which has been separately established for the Bonds) (as applicable) in the same manner and priority as the “Debt Service Reserve Fund” is funded in accordance with Sections 4.02 and 4.04 of the Indenture. However, to the extent that the Authority owes any reimbursement obligations in connection with the Series 2020 Reserve Fund Policy, the Authority shall transfer Pledged Revenues to the Series 2020 Debt Service Reserve Account in increments of at least 1/12th of the aggregate amounts owed in order to pay the amounts owed in connection with a draw on the Series 2020 Reserve Fund Policy.

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 6.1 Selection of Underwriting Syndicate. The investment banking firms of Estrada Hinojosa, Raymond Jones, and Morgan Stanley are hereby appointed as the members of the underwriting syndicate for the sale of the Bonds.

Section 6.2 Authorization of a Purchase Agreement. The Pricing Committee is hereby authorized and directed to execute and deliver on behalf of the Authority a Purchase Agreement providing for the sale of the Bonds to the Underwriters, in such form as determined by the Pricing Committee. The Pricing Committee is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Resolution, which final terms shall be determined to be the most advantageous reasonably attainable by the Authority, such approval and determination being evidenced by the execution of the Purchase Agreement by the Pricing Committee. All officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall initially be registered in the name of the designated representative of the Underwriters as in the Purchase Agreement.

Section 6.3 Official Statement Approval and Distribution. The Authority hereby authorizes the preparation of a Preliminary Official Statement for use in the initial offering and sale of the Bonds and authorizes the Pricing Committee to deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Pricing Committee) final within the meaning and for the purposes of paragraph (b)(1) of the Rule on behalf of the Authority. The Authority hereby authorizes the preparation of an Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Pricing Committee and the Underwriters) is hereby approved and authorized and the proper officials of the Authority are authorized to sign such Official Statement.

Section 6.4 Sale. The Pricing Committee is hereby authorized and directed to execute and deliver on behalf of the Authority a Purchase Agreement providing for the sale of the Bonds to the Underwriters, in such form as determined by the Pricing Committee. The Pricing Committee is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Resolution, which final terms shall be determined to be the most advantageous reasonably attainable by the Authority, such approval and determination being evidenced by the execution of the Purchase Agreement by the Pricing Committee. The Chairman and all other officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

Section 6.5 Application of Proceeds. Proceeds from the sale of the Bonds (including any other available moneys) shall, promptly upon receipt by the Trustee, be deposited into the applicable funds and applied as provided in the Pricing Certificate.

ARTICLE VII

FEDERAL TAX MATTERS

Section 7.1 Taxable Bonds. The Authority does not intend that the Taxable Bonds will constitute Exempt Securities.

Section 7.2 Federal Income Tax Covenants Relating to Tax-Exempt Bonds. The Authority intends that the Tax-Exempt Bonds will constitute Exempt Securities. To that end, the following covenants apply to the Tax-Exempt Bonds.

(a) *General*. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Authority covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Authority in connection with the Tax-Exempt Bonds.

(b) *No Private Use or Payment and No Private Loan Financing*. The Authority covenants that it will use the proceeds of the Tax-Exempt Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Tax-Exempt Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Tax-Exempt Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) *No Federal Guarantee*. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds*. The Authority covenants not to take any action or omit to take action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) *No Arbitrage Bonds*. The Authority covenants that it will make such use of the proceeds of the Tax-Exempt Bonds (including investment income) and regulate the investment of such proceeds of the Tax-Exempt Bonds so that the Tax-Exempt Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) *Required Rebate*. The Authority covenants that, if the Authority does not qualify for an exception to the requirements of section 148(f) of the Code, the Authority will comply with the requirement that certain amounts earned by the Authority on the investment of the gross proceeds of the Tax-Exempt Bonds, be rebated to the United States.

(a) *Information Reporting.* The Authority covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Tax-Exempt Bonds in accordance with section 149(e) of the Code.

(b) *Record Retention.* The Authority covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Bonds and the Tax-Exempt Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Tax-Exempt Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(g) *Registration.* If the Tax-Exempt Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Tax-Exempt Bonds will be issued in registered form.

(h) *Favorable Opinion of Bond Counsel.* Notwithstanding the foregoing, the Authority will not be required to comply with any of the federal tax covenants set forth above if the Authority has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(i) *Continuing Obligation.* Notwithstanding any other provision of this Resolution, the Authority’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(j) *Official Intent.* For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the Authority, this Resolution serves as the Authority’s official declaration of intent to use proceeds of the Tax-Exempt Bonds to reimburse itself from proceeds of the Tax-Exempt Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

Section 7.3 Series 2020 Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated “Series 2020 Senior Lien Rebate Account.” Amounts deposited to the Series 2020 Senior Lien Rebate Account shall be applied to the payment of the Rebate Amount as instructed by the Authority. The Series 2020 Senior Lien Rebate Account and amounts on deposit therein are not security for the Bonds and are not part of the trust estate.

(b) At least 30 days prior to each Computation Date, the Authority shall calculate the estimated Rebate Amount with respect to each such Computation Date. Based on such calculation, as such calculation may be revised from time to time based on actual earnings on the

investment of amounts on deposit in the Funds, Accounts and Subaccounts, the Authority shall advise the Trustee in writing of such amounts as may be necessary to cause the amount on deposit in the Series 2020 Senior Lien Rebate Account to be sufficient to rebate the Rebate Amount to the United States of America as required under the provisions of section 148(f) of the Code, the applicable Regulations thereunder, and the provisions of this Section 7.2 and shall specify in such estimate the amount allocated for such purpose. Within ten days of such notice, the Trustee shall transfer from the Pledged Revenue Fund to the Series 2020 Senior Lien Rebate Account the amounts so specified.

(c) There shall be paid into the Series 2020 Senior Lien Rebate Account on each Computation Date the Rebate Amount in accordance with paragraph (d) below. In addition, all earnings resulting from the investment of amounts on deposit in the Series 2020 Senior Lien Rebate Account shall be credited to the Series 2020 Senior Lien Rebate Account.

(d) On each Computation Date, the Authority shall determine the Rebate Amount and shall give written notice to the Trustee of the Rebate Amount in accordance with Section 11.04 of the Indenture. In making such calculation, the Authority may rely upon an opinion of an Arbitrage Analyst that the method of calculation utilized by the Authority complies with the requirements of section 148 of the Code and section 1.148-3 of the Regulations. If, on any Computation Date, the Authority determines the Rebate Amount to be a negative number, then the Authority shall direct the Trustee in writing to transfer from the Series 2020 Senior Lien Rebate Account to the Revenue Fund an amount equal to such negative Rebate Amount, to the extent that a sufficient amount is then on deposit in the Series 2020 Senior Lien Rebate Account. If on any Computation Date, the Authority determines the Rebate Amount to be a positive number, then the Authority may provide for the payment from moneys available to it other than pursuant to the Indenture, or it may direct the Trustee to immediately transfer the amount necessary to make the amount on deposit in the Series 2020 Senior Lien Rebate Account equal to the Rebate Amount for such Computation Date to the Series 2020 Senior Lien Rebate Account from the Pledged Revenue Fund on the first day of the following month.

(e) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the Series 2020 Senior Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the Bonds.

ARTICLE VIII

CONTINUING DISCLOSURE UNDERTAKING

Section 8.1 Annual Reports.

(a) The Authority shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the Authority ending in 2020, financial information and operating data with respect to the Authority of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part of such financial information and operating data, the Financial Statements, when and if available. Any Financial Statements so to be provided shall be (i) prepared in accordance with the Accounting Principles, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Authority shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next day by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's internet website or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 8.2 Event Notices.

(a) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Bonds, or other material events affecting the tax status of the Tax-Exempt Bonds;

- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Authority;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

(13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(15) Incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and;

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 2.1, the Authority intends the words used in such

paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the Authority to provide the Annual Financial Information and notices of material events in accordance with Section 8.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 8.3 Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall constitute a breach of or default under this Resolution for purposes of any other provisions of this Resolution.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to

purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Authority so amends the provision of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 8.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid.

ARTICLE IX

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 9.1 Subscription for Securities. The Pricing Committee is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 9.2 Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Pricing Committee is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Pricing Committee is hereby authorized to execute and deliver, or cause the execution and delivery by the Chairman or Vice Chairman and Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Pricing Committee as evidenced by his execution thereof or the execution thereof by other appropriate officials of the Authority. Alternatively, the Pricing Committee may elect to deposit directly with the trustee for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds.

Section 9.3 Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposit to the Escrow Fund or with the trustee for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from Pledged Revenues, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrars for the Refunded Bonds a certified copy of this

Resolution calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Resolution and the Pricing Certificate to the trustee for the Refunded Bonds shall constitute the giving of notice of redemption to the trustee for the Refunded Bonds and such trustee is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the resolution(s) authorizing the issuance thereof.

ARTICLE X

MISCELLANEOUS

Authorization of Agreements. The Board hereby approves issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the following: the Paying Agent/Registrar Agreement by and between the Authority and Wilmington Trust, National Association, in substantially the form attached hereto as Exhibit B; the Bond Purchase Agreement by and between the Authority and the Underwriters, authorized in Section 6.4 of this Resolution; and the Escrow Agreement by and between the Authority and Wilmington Trust, National Association, in substantially the form attached hereto as Exhibit C.. The Authority has previously enacted entered into the Indenture of Trust by and between the Authority and Wilmington Trust, National Association, as Trustee, attached hereto as Exhibit D, and the DTC Letter of Representation between DTC and the Authority (collectively, the “Agreements”) and the Board hereby confirms and ratifies the terms and provisions of the Indenture of Trust and the DTC Letter of Representation. The Board, by a majority vote of its members, at a regular meeting, hereby ratifies and/or approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements, as applicable.

Section 10.1 Bond Counsel; Appointment, Ratification and Acceptance. The appointment of Bracewell LLP, Houston, Texas, as Bond Counsel and Disclosure Counsel for the issuance of the Bonds is hereby ratified. The terms and provisions of the engagement letter are hereby approved and ratified for all purposes.

Section 10.2 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of each Series of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority’s obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, the consent of any Bond Insurer or issuer of a Reserve Fund Surety Policy, Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings

relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority's permanent records.

Section 10.3 Further Proceedings. The Chairman, Vice Chairman, Secretary, and other appropriate officials of the Authority are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 10.4 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10.5 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 10.6 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 10.7 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, the Underwriters and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, the Underwriters and the Owners of the Bonds.

Section 10.8 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 10.9 Changes to Resolution. The Authority's Executive Director is hereby authorized to make changes to the text of this Resolution if necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the Bonds herein authorized.

Section 10.10 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

[Remainder of page intentionally left blank]

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL BOARD MEETING, duly posted and noticed, on the 14th day of July 2020, at which meeting a quorum was present.

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

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

ATTEST:

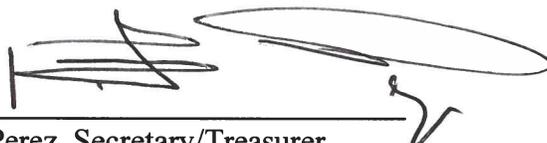
By:  _____
Ricardo Perez, Secretary/Treasurer

EXHIBIT A
PRICING CERTIFICATE

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT C
ESCROW AGREEMENT

EXHIBIT D
INDENTURE OF TRUST

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2020-19

AUTHORIZING IVONNE RODRIGUEZ AS A SIGNATORY FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY CREDIT CARD ISSUED BY PLAINSCAPITAL BANK AND A MONTHLY CREDIT LIMIT OF \$5,000

THIS RESOLUTION is adopted this 28th day of July, 2020 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 Authority has established certain bank accounts with PlainsCapital; and

WHEREAS, it has become necessary to add an authorized signatory for the credit card issued to the Hidalgo County Regional Mobility Authority by PlainsCapital Bank;

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

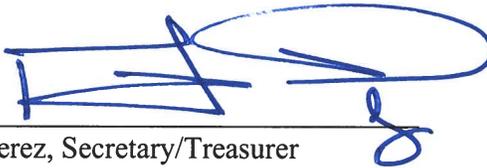
1. The Board of Directors authorizes the addition of Ivonne Rodriugez, Administrative Assistant, as a signatory on the credit card issued by PlainsCapital Bank.
2. The Board of Directors authorizes a monthly credit limit of \$5,000 for the credit card issued to Ivonne Rodriguez.
3. The Board of Director authorizes Pilar Rodriguez, Executive Director, to increase the monthly credit limit to a maximum of \$7,500, if necessary.

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 28th day of July, 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 – 20

APPROVING THE FIRST READING OF THE HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY’S AMENDED AND RESTATED
BYLAWS

THIS RESOLUTION is adopted this 25th day of August, 2020, 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 was created by Order of the 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; and

WHEREAS, the bylaws of the Authority were originally adopted on October 2, 2006, with a First Amendment to such bylaws adopted by Resolution 2008-11 on May 20, 2008; and

WHEREAS, the Authority amended the bylaws in two readings. The First Reading on August 27, 2014, with Resolution 2014-80, and the second reading on September 24, 2014 with Resolution 2014-80.1; and

WHEREAS, the Authority amended the bylaws in two readings. The First Reading on March 26, 2015, with Resolution 2015-08, and the second reading on March 22, 2016 with Resolution 2016-39; and

WHEREAS, the Board finds it to be in the best interest of the Authority to amend and restate the bylaws to capture additional statutory and regulatory requirements; and, in order to provide adequate review of the proposed changes, agrees to adopt such provisions to the bylaws in two readings;

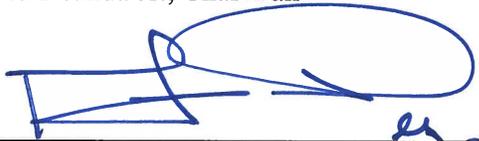
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the First Reading of the Amended and Restated Bylaws of the Hidalgo County Regional Mobility Authority, attached hereto as Exhibit A (including a redline highlighting the changes to the bylaws).

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 25th day of August, 2020, at which meeting a quorum was present, and that the same now appears of record in its official minutes.



S. David Deanda Jr., Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A
AMENDED AND RESTATED BYLAWS OF THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

AMENDED AND RESTATED BYLAWS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The bylaws of the Hidalgo County Regional Mobility Authority (the "Authority"), initially adopted by the Authority on October 12, 2006, and amended by that First Amendment to the Bylaws on May 20, 2008, and Amended and Restated on March 26, 2015 is hereby amended and restated as provided below by the Board of Directors of the Authority on August 25, 2020.

§ 1. The Authority

These bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Hidalgo County Regional Mobility Authority (the "Authority"), a regional mobility authority authorized and existing pursuant to Chapter 370 of the Texas Transportation Code, as the same may be amended from time to time (the "RMA Act"), as well as rules adopted by the Texas Department of Transportation ("TxDOT"), as may be amended from time to time, concerning the operation of regional mobility authorities, located at Title 43 Texas Administrative Code, Rule 26.01, *et seq.* (the "RMA Rules").

- a. The Authority was created pursuant to Texas Transportation Commission (the "Commission") Minute Order Number 110315 adopted by the Commission on November 17, 2005.
- b. The Authority is a political subdivision of the State of Texas.

§ 2. Principal Office

The domicile and principal office of the Authority shall be in Hidalgo County.

§ 3. General Powers

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the "Board"), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas (the "State"), the RMA Act, the RMA Rules, and these bylaws.

§ 4. Initial Board

- a. The initial Board of the Authority shall be composed of seven (7) Directors, appointed as follows:
 - (1) The Governor shall appoint one (1) Director, who shall serve as the presiding officer of the Board. The Governor's Appointee must be a resident of Hidalgo County.
 - (2) The Commissioners Court of Hidalgo County shall appoint five (5) Directors, two (2) with terms of two (2) years and three (3) with terms of (1) year. Each Director must be a resident of Hidalgo County.

- (3) The City of McAllen shall recommend one (1) Director with a term of two (2) years to the Commissioners Court of Hidalgo County for appointment to the Authority. Such Director may be a resident of the City of McAllen and must be a resident of Hidalgo County.
- b. The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them through February 1 of the year in which the term of each initial Director expires.
- c. Directors may be reappointed at the discretion of the entity which appointed them.
- d. Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors

- a. When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed Director expires, the entity that appointed or recommended the Director whose term is expiring shall appoint or recommend a successor to that Director.
- b. Subject to Section 7 of these bylaws, each successor to an initial Director, and each Director thereafter appointed, shall be appointed for a two (2)-year term commencing on February 2 of the year of appointment and expiring on February 1 two (2) years later. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws or provisions of state law.
- c. Upon the admission of a new entity into the Authority, the number of Directors may be increased in accordance with any then-applicable laws and regulations.
- d. In the event that the addition or withdrawal of a county from the Authority results in ~~an~~ even number of Directors on the Board, the governor shall appoint an additional Director.
- e. Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

§ 6. Qualifications of Directors

- a. All Directors will have and maintain the qualifications set forth in this Section 6 and in the RMA Act or RMA Rules.
- b. All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.

- c. Each Director appointed by the Commissioners Court of Hidalgo County or recommended by a municipality located within Hidalgo County must be a resident of the County at the time of their appointment. All gubernatorial appointees must also be residents of Hidalgo County at the time of his or her respective appointments.
- d. An elected official is not eligible to serve as a Director.
- e. An employee of a city, county, or other governmental entity located wholly or partly within the boundaries of the Authority is not eligible to serve as a Director. An employee of TxDOT is not eligible to serve as a Director.
- f. A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.
- g. A person who owns an interest in real property that will be acquired for an Authority project is not eligible to serve as a Director, if it is known at the time of the person's proposed appointment that the property will be so acquired.
- h. A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:
 - (1) is employed by or participates in the management of a business entity or other organization, other than a governmental entity, that is regulated by or receives money from TxDOT, the Authority, or Hidalgo County, unless the Commission approves an exception;
 - (2) owns or controls, directly or indirectly, more than a ten ~~(10)~~ percent (10%) interest in a business entity or other organization that is regulated by or receives money from TxDOT, the Authority, or Hidalgo County, other than compensation for acquisition of highway right-of-way;
 - (3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT, ~~or~~ the Authority, or Hidalgo County;
 - (4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation; or
 - (5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT, the Authority, or Hidalgo County.
- i. A person is not ineligible to serve as a Director or Executive Director of the

Authority if the person has received funds from TxDOT for acquisition of highway right-of-way, unless the acquisition was for a project of the Authority.

- j. All Directors shall annually certify ~~to the Secretary of the Board~~ that he or she is qualified to serve as a Director of the Authority, pursuant to and in accordance with these bylaws, the RMA Act, and the RMA Rules, as may be amended. Such certification shall be made in a form as provided by the Authority; provided, however, that the submission ~~to the Secretary~~ of those similar certifications required by the State of Texas shall satisfy this requirement.

§ 7. Vacancies

A vacancy on the Board shall be filled promptly by the entity that made the appointment that falls vacant. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position. Reappointment to a full term is permitted thereafter.

§ 8. Resignation and Removal

- a. Resignation. A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director.
- b. Removal. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the RMA Act, the RMA Rules, or these bylaws; or, if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than half of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive Director shall notify the Chairman of the potential ground for removal. The Chairman then shall notify the entity that appointed such Director of potential ground for removal. Additionally, the Hidalgo County Commissioners Court or the City Council may respectively remove a Director appointed by that entity for cause. A Director shall be considered removed from the Board only after the Authority receives notice of removal from the entity that appointed such Director.

§ 9. Compensation of Directors

Directors shall serve without compensation, but will be reimbursed for their actual expenses of attending each meeting of the Board and for such other expenses as may be reasonably incurred in their carrying out the duties and functions as set forth herein.

§ 10. Conflicts of Interest; Ethics and Compliance

- a. A Director or employee of the Authority shall not:

- (1) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director or employee in the discharge of official duties on behalf of the Authority or that the Director or employee knows or should know is being offered with the intent to influence the Director or employee's official conduct;
 - (2) accept other employment or engage in a business or professional activity that the Director or employee might reasonably expect would require or induce the Director or employee to disclose confidential information acquired by reason of the official position;
 - (3) accept other employment or compensation that could reasonably be expected to impair the Director's or employee's independence of judgment in the performance of the Director's or employee's official duties;
 - (4) make personal investments, including investments of a spouse, that could reasonably be expected to create a substantial conflict between the Director's or employee's private interest and the interest of the Authority or that could impair the ability of the Director or employee to make independent decisions;
 - (5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the Director's or employee's official powers or performed the Director's or employee's official duties in favor of another;
 - (6) have a personal interest in an agreement executed by the Authority; or
 - (7) contract with the Authority or be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority.
- b. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including Chapters 171 or 176 of the Texas Local Government Code and any conflict of interest policy adopted by the Board.
- c. The Authority shall adopt a written internal compliance and ethics program within the first anniversary of its creation. The ethics and compliance program shall satisfy the requirements of Rule 10.51 of Title 43, Texas Administrative Code, and shall:
- (1) be designed to detect and prevent violations of the law, including regulations, and ethical standards applicable to the entity or its officers or employees; and
 - (2) provide that:
 - (A) High-level personnel are responsible for oversight of compliance

with the program's standards and procedures;

- (B) Appropriate care is being take to avoid the delegation of substantial discretionary authority to individuals whom the Authority knows, or should know have a propensity to engage in illegal activities;
- (C) Compliance standards and procedures are effectively communicated to all of the Authority's employees and Board by requiring them to participate in periodic training in ethics and the requirements of the compliance program;
- (D) Compliance standards and procedure are effectively communicated to all of the Authority's agents;
- (E) Reasonable steps are being taken to achieve compliance by using monitoring and auditing systems reasonably designed to detect non-compliance and providing and publicizing a system for reporting noncompliance without fear of retaliation;
- (~~FC~~) Consistent enforcement of compliance standards and procedures is administered through appropriate disciplinary mechanisms;
- (~~GD~~) Reasonable steps are taken to respond appropriately to detected offenses and to prevent future offenses; and
- (~~HE~~) A written code of conduct ~~for employees~~ is adopted to address record retention, fraud, equal opportunity employment, bullying, sexual harassment and misconduct, conflicts of interest, personal use of Authority property, and gifts and honoraria.

§ 11. Additional Obligations of Directors

Directors shall comply with additional requirements provided by the RMA Act and RMA Rules, including:

- a. The requirement to file an annual personal financial statement with the Texas Ethics Commission as provided by §370.2521 of the RMA Act;
- b. The requirement to complete training on the RMA's responsibilities under the Open Meetings Act and the Public Information Act as provided by §§551.005 and 552.012 of the Texas Government Code;
- c. The nepotism laws under Chapter 573, Texas Government Code; and
- d. The HCRMA Ethics and Compliance Program as adopted by the Board under

Title 43 of the Texas Administrative Code, Rule 10.51.

§ 12. Meetings

- a. Regular Meetings. All regular meetings of the Board shall be held in Hidalgo County, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four (4) regular meetings shall be held during each calendar year.
- b. Special Meetings. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three (3) Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three (3) Directors, if they call the meeting.
- c. Agendas. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three (3) Directors shall be set by those Directors.
- d. Chairman-Pro Tem. In the event that neither the Chairman or Vice Chairman is available to preside over the called meeting of the Board at which a quorum is present, the Directors present at the meeting may elect a Chairman-ProTem to preside over the meeting.

§ 13. Voting; Quorum

- a. Voting. Each Director, including the Chairman, has equal voting status and may vote on Authority matters.
- b. Quorum. A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action to be taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the rights and to perform all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

§ 14. Meetings by Telephone

As authorized by §370.262 of the RMA Act, the Board, committees of the Board, staff, or any combination thereof, may participate in and hold open or closed meetings by means of teleconference or other electronic communications equipment by which all persons participating in the meeting can communicate with each other and at which public participation is permitted by a speaker telephone or other electronic communications equipment at a conference room of the Authority or other facility in a

county of the Authority that is accessible to the public. Such meetings are subject to the notice requirements set forth in §§551.125(c) – (f) of the Texas Open Meetings Act, however they are not subject to the additional requirements of §§551.125(b) of the Act. The notice must state the location where members of the public can attend to hear those portions of the meeting open to the public. Participation in a meeting pursuant to this Section 14 constitutes being present in person at such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under Section 17 of these bylaws. Each part of a meeting conducted by telephone conference call or other electronic means that by law must be open to the public shall be accessible to the public at the location specified in the notice and shall be tape-recorded and documented by written minutes. On conclusion of the meeting, the tape recording and the written minutes of the meeting shall be made available to the public within a reasonable period of time.

§ 15. Procedure

All meetings of the Board and its committees shall be conducted generally in accordance with Robert’s Rules of Order pursuant to statutorily proper notice of meeting posted as provided by law. The Chairman at any time may change the order of items to be considered from that set forth in the notice of meeting, provided that all agenda items that require a vote by the Board shall be considered at the meeting for which they have been posted. To the extent procedures prescribed by applicable statutes, the RMA Rules or these bylaws conflict with Robert’s Rules of Order, the statutes, the RMA Rules, or these bylaws shall govern.

§ 16. Committees

- a. Executive Committee. The Authority shall establish an Executive Committee, consisting of the officers of the Authority as identified in Section 21, and such other members as the Chairman may direct. Meetings of the Executive Committee shall be conducted on no less than three (3) days’ notice to the Executive Committee members, unless such members agree to waive this notice requirement. A majority of the members of the Executive Committee constitutes a quorum of the Committee, and the vote of a majority of the members present at a meeting at which a quorum is present will be necessary for any action taken by the Executive Committee. Minutes shall be kept of all meetings of the Executive Committee. Consistent with this Section 16, the Executive Committee shall have and may exercise all of the authority of the Board, subject to the limitations imposed by applicable law; provided, however, that the Executive Committee shall not enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority, except to the extent explicitly authorized in a resolution of the Board. Actions requiring Board approval shall be submitted to the Board as recommendations of the Executive Committee.

- b. Ad Hoc and Standing Committees. The Chairman at any time may designate from among the Directors one or more ad hoc or standing committees, each of which shall be comprised of three (3) or more Directors, and may designate one (1) or more Directors as alternate members of such committees, who may, subject to any limitations imposed by the Chairman, replace absent or disqualified members at any meeting of that committee. The Chairman serves as an ex-officio member of each committee.
- c. Authority of Committees. If approved by resolution and passed by a majority vote of the Board, a committee shall have and may exercise all of the authority of the Board, to the extent provided in such resolution and subject to the limitations imposed by applicable law; provided that no Committee shall be authorized to enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority. All contracts and expenditures of the Authority shall be made by the Board of Directors.
- d. Committee Members. The Chairman shall appoint the chairman of each committee, as well as Directors to fill any vacancies in the membership of the committees. At the next regular meeting of the Board following the Chairman's formation of a committee, the Chairman shall deliver to the Directors and the Secretary a ~~written~~ description of the committee, including (a) the name of the committee, (b) whether it is an ad hoc or standing committee, (c) its assigned function(s) and/or task(s), (d) whether it is intended to have a continuing existence or to dissolve upon the completion of a specified task and/or the occurrence of certain events, (e) the Directors designated as members and alternate members to the committee, and its chairman, and (f) such other information as requested by any Director. The Secretary shall enter such written description into the official records of the Authority. The Chairman shall provide a written description of any subsequent changes to the name, function, task, term, or composition of any committee in accordance with the procedure described in the preceding two sentences. A committee also may be formed by a majority vote of the Board, which vote (and not independently the Chairman) also shall specify the committee's chairman and provide the descriptive information otherwise furnished by the Chairman in accordance with the preceding three sentences.
- e. Committee Meetings. A meeting of any committee formed pursuant to this Section 16 may be called by the Chairman, the chairman of the applicable committee, or by any two members of the committee. All committees comprised of a quorum of the Board shall keep regular minutes of their proceedings and report to the Board as required. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed upon the Board or the individual Director by law. To the extent applicable, the provisions of these bylaws relating to meetings, quorums, meetings by telephone, and procedure shall govern the meetings of the Board's committees.

§ 17. Notice of Meetings

Notice of each meeting of the Board shall be sent by mail, electronic mail, or facsimile to all Directors entitled to vote at such meeting. If sent by mail, such notice will be deemed delivered when it is deposited in the United States mail with sufficient postage prepaid. If sent by electronic mail or facsimile, the notice will be deemed delivered when transmitted properly to the correct email address or number, provided that an additional copy of such notice shall be sent by overnight delivery as confirmation of the notice sent by electronic mail or facsimile. Such notice of meetings also may be given by telephone, provided that any of the Chairman, Executive Director, Secretary, or their designee speaks personally to the applicable Director to give such notice.

§ 18. Waiver of Notice

Whenever any notice is required to be given to any Director by statute or by these bylaws, a written waiver of such notice signed by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be deemed equivalent to the giving of such notice.

§ 19. Attendance as Waiver

Attendance of a Director at a meeting of the Board or a committee thereof will constitute a waiver of notice of such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§ 20. Officers

The officers of the Authority shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held simultaneously by the same person. The individuals elected as officers shall not be compensated for their service as officers. However, officers shall be reimbursed for all expenses incurred in conducting proper Authority business and for travel expenses incurred in the performance of their duties. If desired, the Board may also designate an Assistant Secretary and Assistant Treasurer, who shall also be considered officers of the Authority.

§ 21. Election and Term of Office

Except for the office of Chairman, which is filled by the Governor's appointment, officers will be elected by the Board for a term of one (1) year, subject to Section 22 of these bylaws. The election of officers to succeed officers whose terms have expired shall be by a vote of the Directors of the Authority at the first meeting of the Authority held after February 1 of each year or at such other meeting as the Board determines.

§ 22. Removal and Vacancies of Officers

Each officer shall hold office until a successor is chosen and qualified, or until the officer's death, resignation, or removal, or, in the case of a Director serving as an officer, until such officer ceases to serve as a Director. Any officer, except the Chairman, may resign at any time upon giving written notice to the Board. The Chairman may resign at any time upon giving written notice to the Board and the Governor. Any officer except the Chairman may be removed from service as an officer at any time, with or without cause, by the affirmative vote of a majority of the Directors of the Authority. The Directors of the Authority may at any meeting vote to fill any vacated officer position except the Chairman position due to an event described in this Section 22 for the remainder of the unexpired term.

§ 23. Chairman

The Chairman is appointed by the Governor and is a Director of the Authority. The Chairman shall appoint all committees of the Board as specified in these bylaws (except as otherwise provided in Section 16 of these bylaws), call all regular meetings of the Board, and preside at and set the agendas for all meetings of the Board (except as provided in the concluding sentence of Section 12 of these bylaws). The Chairman shall ~~further~~ review and approve all requests for reimbursement of expenses sought by the Executive Director.

§ 24. Vice Chairman

The Vice Chairman must be a Director of the Authority. During the absence or disability of the Chairman, upon the Chairman's death (and pending the Governor's appointment of a successor new Chairman), or upon the Chairman's request, the Vice Chairman shall perform the duties and exercise the authority and powers of the Chairman.

§ 25. Secretary

The Secretary need not be a Director of the Authority, The Secretary shall:

- a. keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority;
- b. attend to the giving and serving of all notices of meetings of the Board and its committees and such other notices as are required by the office of Secretary and as may be directed by the RMA Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director;
- c. seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon;

- d. execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law or Board resolution require attestation;
- e. certify resolutions of the Board and any committee thereof;
- f. maintain custody of the corporate seal, minute books, accounts, and all other official documents and records, files and contracts that are not specifically entrusted to some other officer or depository; and
- g. hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

§ 26. Treasurer

The Treasurer need not be a Director of the Authority. The Treasurer shall:

- a. execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all of such requisitions;
- b. execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority;
- c. maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories;
- d. render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority;
- e. give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority;
- f. invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and
- g. hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

§ 27. Administrators

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in Board Resolutions. Any administrator may be removed, with or without cause, at any time by the Executive Director. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director and the Executive Director's expense reimbursements shall be approved by the Executive Committee.

§ 28. Executive Director

- a. The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board.
- b. In addition, the Executive Director:
 - (1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;
 - (2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations as described in Section 37 of these bylaws;
 - (3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in Section 37 of these bylaws;
 - (4) at the invitation of the Hidalgo County Commissioners Court or of the city council of a municipality located within the County, shall appear, with representatives of the Board, before the inviting body to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;
 - (5) may execute inter-agency and interlocal contracts and service contracts approved by the Board;
 - (6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and
 - (7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the Board.
- c. The Executive Director may delegate the foregoing duties and responsibilities as

the Executive Director deems appropriate; provided such delegation does not conflict with applicable law or any express direction of the Board.

§ 29. Interim or Outsourced Executive Director

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority. Alternatively, the Board may contract with any municipality in Hidalgo County through an interlocal agreement to provide administrative and other professional services in lieu of or in addition to hiring an Executive Director.

§ 30. Indemnification by the Authority

- a. Indemnification. Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, ~~or~~ administrator, or employee of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, ~~or~~ administrator, or employee shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties.
- b. Exception. In the event of a conviction for an offense involving the conduct for which the Director, officer, ~~or~~ administrator, or employee was indemnified, the officer, Director, ~~or~~ administrator, or employee shall be liable to the Authority for the amount of indemnification paid, with interest at the legal rate for interest on a judgment from the date the indemnification was paid, as provided by §370.258 of the RMA Act. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct.
- c. Right to be Paid. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorneys' fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any

limitations that exist by law. Any indemnification by the Authority pursuant to this Section 30 shall be evidenced by a resolution of the Board.

§ 31. Expenses Subject to Indemnification

As used herein, the term “expenses” includes fines or penalties imposed and amounts paid in compromise or settlement of any such litigation only if:

- a. independent legal counsel designated by a majority of the Board, excluding those Directors who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought, shall have advised the Board that, in the opinion of such counsel, such Director, officer, administrator, or other employee is not liable to the Authority for gross negligence or willful misconduct in the performance of his or her duties with respect to the subject of such litigation; and
- b. a majority of the Directors shall have made a determination that such compromise or settlement was or will be in the best interest of the Authority.

§ 32. Procedure for Indemnification

Any amount payable by way of indemnity under these bylaws may be determined and paid pursuant to an order of or allowance by a court under the applicable provisions of the laws of the State of Texas in effect at the time and pursuant to a resolution of a majority of the Directors, other than those who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought. In the event that all the Directors are made parties to such litigation, a majority of the Board shall be authorized to pass a resolution to provide for legal expenses for the entire Board.

§ 33. Additional Indemnification

The right of indemnification provided by these bylaws shall not be deemed exclusive of any right to which any Director, officer, administrator, or other employee may be entitled, as a matter of law, and shall extend and apply to the estates of deceased Directors, officers, administrators, and other employees.

§ 34. Contracts and Purchases

All contracts and purchases on behalf of the Authority shall be entered into and made in accordance with rules of procedure prescribed by the Board and applicable laws and rules of the State of Texas and its agencies.

§ 35. Sovereign Immunity

Unless otherwise required by law, the Authority will not by agreement or otherwise waive or impinge upon its sovereign immunity.

§ 36. Termination of Employees

Employees of the Authority shall be employees at will unless they are a party to an employment agreement with the Authority executed by the Chairman upon approval by the Board. Employees may be terminated at any time, with or without cause, by the Executive Director subject to applicable law and the policies in place at the time of termination.

§ 37. Reports

The Executive Director shall direct that all reports required under State law, the RMA Act, the RMA Rules or requested by TxDOT shall be prepared and delivered. At the time of the adoption of these bylaws, the required reports include:

- a. Strategic Plan. Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five (5) fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption. ([Section 370.261\(a\), Texas Transportation Code](#))
- b. Annual Report. Under the direction of the Executive Director (or in the absence of an Executive Director, the Chairman), the staff of the Authority shall prepare a draft of an Annual Report on the Authority's activities during the preceding year and describing all revenue bond issuances anticipated for the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent Strategic Plan. The draft shall be submitted to the Board not later than January 30th for review, approval, and, subject to revisions required by the Board, adoption. Not later than March 31st following the conclusion of the preceding fiscal year, the Authority shall file with the Hidalgo County Commissioners Court the Authority's Annual Report, as adopted by the Board. ([Section 370.261\(b\), Texas Transportation Code](#))
- c. Financial Reports. The Authority shall submit to Hidalgo County and the City of McAllen (i) its annual operating and capital budgets for each fiscal year, along with any amended or supplemental operating or capital budget, within ninety (90) days of the beginning of the fiscal year; (ii) its annual financial information and notice of material events required to be disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission, within thirty (30) days after disclosure; and (iii) a statement of any surplus revenue held by the Authority and a summary of how the Authority intends to use such surplus, within ninety (90) days of the beginning of the fiscal year. Such financial reports must be approved by the Board and certified as correct by the ~~chief administrative officer~~ Executive Director of the Authority. ([Rule 26.61, Title 43, Texas Administrative Code](#))
- d. Annual Audit. The Authority shall submit annual audit, conducted by an

independent certified public accountant in accordance with generally accepted auditing standards (as modified by the governor's Uniform Grant Management Standards, or the standards of the Office of Management and Budget A-133, Audits of States, Local Governments, and Non-profit Organizations, as applicable) to Hidalgo County and the City of McAllen within one hundred twenty (120) days after the end of the fiscal year. (Section 370.182, Texas Transportation Code; Rule 26.62, Title 43, Texas Administrative Code)

- e. Investment Reports. Within thirty (30) days' of acceptance of an independent auditor's report, the Authority shall submit to Hidalgo County and the City of McAllen an independent auditor's review of the annual reports of investment transactions prepared by the Authority's investment officers. Such investment reports must be approved by the Board and certified as correct by the ~~chief administrative officer~~ Executive Director of the Authority. (Rule 26.61, Title 43, Texas Administrative Code)
- f. Project Report. Not later than December 31 of year, the Authority shall submit to the Commission a written report that describes the progress made during that year on each transportation project or system of projects of the Authority, including the initial project for which the Authority was created. (Rule 26.65(b), Title 43, Texas Administrative Code)
- g. Presentation of Reports. At the invitation of the Hidalgo County Commissioners Court or of the city council of a municipality located within Hidalgo County, representatives of the Board and the Executive Director shall appear before the inviting body to present the Annual Report, provide any other information requested, and respond to questions and receive comments. (Rule 26.63, Title 43, Texas Administrative Code)
- h. Notice of Debt. The Authority shall give ninety (90) days' notice to the Hidalgo County Commissioners Court of the date of issuance of revenue bonds. (Section 3701.261(c), Texas Transportation Code.
- i. Compliance Report. Within one hundred fifty (150) days after the end of the fiscal year, in the form required by TxDOT, the Authority shall submit to TxDOT's Executive Director a report that lists each duty the Authority is required to perform under Title 43 Texas Administrative Code Chapter 26(G) that indicates the Authority has performed the requirements for the fiscal year. The Compliance Report must be approved by the Board and certified as correct by the ~~chief administrative officer~~ Executive Director of the Authority. (Rule 26.65(a), Title 43, Texas Administrative Code)
- j. Overweight Permits. The Authority shall provide monthly and annual reports, in a format approved by TxDOT, to TxDOT's Finance Division regarding all permits issued and all fees collected during the during the period covered by the report. (Rule 28.102(j), Title 43, Texas Administrative Code)

§ 38. Rates and Regulations; Compliance with Law

The Board shall, in accordance with all applicable trust agreements, the RMA Act, the RMA Rules, or other law, establish toll rates and fees, weight restrictions, designate speed limits, establish fines for toll violators, and adopt rules and regulations for the use and occupancy of said project.

§ 39. Seal

The official seal of the Authority shall consist of the embossed impression of a circular disk with the words “Hidalgo County Regional Mobility Authority, 2006” on the outer rim, with a star in the center of the disk.

§ 40. Fiscal Year

The fiscal year for the Authority shall be from January 1 to December 31.

§ 41. Public Access Policy

The Authority shall maintain an access policy to be adopted by the Board that provides the public with a reasonable opportunity to appear before the Board to speak on any issue under the jurisdiction of the Authority.

§ 42. Appeals Procedure

The Authority shall maintain an appeals procedure to be adopted by the Board and amended from time to time that sets forth the process by which parties may bring to the attention of the Authority their questions, grievances, or concerns and may appeal any action taken by the Authority.

§ 43. Amendments to Bylaws

Except as may be otherwise provided by law, these bylaws may be amended, modified, altered, or repealed in whole or in part, at any regular meeting of the Board after ten (10) days' advance notice has been given by the Chairman to each Director of the proposed change. These bylaws may not be amended at any special or emergency meeting of the Board.

§ 44. Dissolution of the Authority

a. Voluntary Dissolution

- (1) The Authority may not be dissolved unless the dissolution is approved by the Commission. The Board may submit a request to the Commission for approval to dissolve.

- (2) The Commission may approve a request to dissolve only if:
 - (A) all debts, obligations, and liabilities of the Authority have been paid and discharged or adequate provision has been made for the payment of all debts, obligations and liabilities;
 - (B) there are no suits pending against the Authority, or adequate provision has been made for the satisfaction of any judgment, order or decree that may be entered against it in any pending suit; and
 - (C) the Authority has commitments from other governmental entities to assume jurisdiction of all Authority transportation facilities.

b. Involuntary Dissolution

- (1) The Commission by order may require the Authority to dissolve if the Commission determines that the Authority has not substantially complied with the requirements of a Commission Rule or an agreement between the department and the Authority and the Commission has given the Board thirty (30) days' written notice of its intention to adopt such an order.
- (2) The Commission may not require dissolution unless:
 - (A) The Conditions described in Section 44(a)(2)(A) and (B) have been met; and
 - (B) The holders of any indebtedness have evidenced their agreement to the dissolution.

* * * * *

Adopted October 2, 200
First Amendment approved May 20, 2008
Amended and Restated Bylaws approved September 24, 2014
Amended and Restated Bylaws approved March 26, 2015
[Amended and Restated Bylaws approved August 25, 2020]

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2020 - 21**

**RE-ASSERTING LOCAL TOLL PROJECT ENTITY PRIMACY RIGHTS
OVER THE 365 TOLLWAY, SEGMENTS 1 AND 2**

THIS RESOLUTION is adopted this 25th day of August, 2020 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") and a local toll project entity pursuant to Chapter 373, Texas Transportation Code (the "Primacy 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, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop (the "Loop System");

WHEREAS, the Authority identified two projects suitable for initial development under the Loop System, and the same have been rescoped over time: SH365 from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 14.31 miles (initially the "Trade Corridor Connector" and later renamed the "365 Tollway") and frontage roads from 365 Tollway to Valleyview Interchange, main lanes to I-2, and connector road to FM 493 (the "International Bridge Trade Corridor");

WHEREAS, the Primacy Act provides for local toll project entities, including the Authority, to develop toll projects;

WHEREAS, the Commission and the Authority entered into a Market Valuation Waiver Agreement on June 24, 2010;

WHEREAS, by Resolution 2010-38, the Authority initially stated its intention to exercise its option to develop, finance, construct, and operate the Trade Corridor Connector and the International Bridge Trade Corridor as toll projects under the Primacy Act;

WHEREAS, by Resolution 2016-73, the Authority restated its intention to exercise its option to develop, finance, construct, and operate Segments 1 and 2 of the 365 Tollway (a new four lane

toll project from FM 396 (Anzalduas Highway) eastward to FM 3072, approximately 0.9 miles west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 12.2 miles) (the “Project”);

WHEREAS, the Project Development, Operation, and Maintenance Agreement dated October 18, 2016 by and between the Authority and Texas Department of Transportation (the “Department”) for the Project provides that the Department waives the time limits for developing the Project as provided for in Section 373.055 of the Primacy Act in lieu of later dates;

WHEREAS, the International Bridge Trade Corridor has been revised to be developed as a non-tolled project, no longer subject to the Primacy Act; and

WHEREAS, the Board finds it to be in the best interest of the Authority and the County to reassert and maintain its option to develop, finance, construct, and operate the Project pursuant to its rights under the Primacy Act;

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.

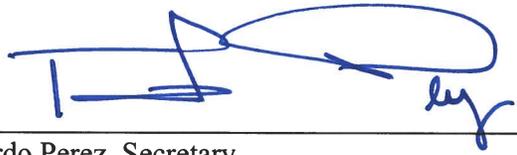
Section 2. The Authority hereby asserts local primacy and exercises its option to develop, finance, construct and operate the Project.

Section 3. The Executive Director is authorized to deliver written notice to the Department, pursuant to Section 373.051(a) of the Primacy Act, of the Authority’s intent to reassert maintain primacy over the Project.

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 25th day of August, 2020, at which meeting a quorum was present.



S. David Deanda, Chairman



Ricardo Perez, Secretary

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 -22

APPROVAL OF POST ISSUANCE COMPLIANCE PROCEDURES AND A
CONTINUING DISCLOSURE POLICY FOR THE HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of August, 2020 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, on April 21, 2005, Hidalgo County (the "County") petitioned the Texas Transportation Commission (the "Commission") for authorization to create the Hidalgo County Regional Mobility Authority (the "Authority") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the County is authorized by Section 502.402, Texas Transportation Code, to adopt an order authorizing the adoption and implementation of an Optional Vehicle Registration Fee in the amount of \$10.00, effective January 1, 2008 (the "Vehicle Registration Fee"); and

WHEREAS, the Authorizing Law requires that the County remit the Vehicle Registration Fee to the Authority to fund long-term transportation projects in the County (the "Projects") and pursuant to that certain Transportation Project and Pledge Agreement by and between the County and the Authority, dated as of July 24, 2013, as amended (the "Agreement"), the County has agreed to pledge the Vehicle Registration Fees toward payment of the principal of, interest on, redemption requirements of, and various charges and expenses related to obligations issued by the Authority for the Projects; and

WHEREAS, in preparation for the issuance of such obligations by the Authority, the Board of Directors has determined it is in the Authority's best interest to review and approve the post issuance compliance procedures and continuing disclosure policy for the Hidalgo County Regional Mobility Authority; and

WHEREAS, the Authority's counsel has reviewed the policies and has made its recommendation to the Board;

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

Section 1. The recital clauses are incorporate in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the post issuance compliance procedures for the Hidalgo County

Regional Mobility Authority attached hereto as Exhibit A.

Section 3. The Board hereby approves the continuing disclosure policy for the Hidalgo County Regional Mobility Authority attached hereto as Exhibit B.

* * *

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 25TH DAY OF AUGUST, 2020, AT WHICH MEETING A QUORUM WAS PRESENT.



S. David Deanda, Jr., Chariman



Ricardo Perez, Secretary/Treasurer

Exhibit A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROCEDURES FOR POST-ISSUANCE COMPLIANCE**

Adopted as of this 25th day of August, 2020

I. GENERAL

These Procedures for Post-Issuance Compliance (the "Procedures") are for the purpose of maintaining and evidencing compliance with the federal tax requirements that apply to the bond financings of the Hidalgo County Regional Mobility Authority (the "Authority"). In furtherance of such purposes the Authority has adopted these Procedures with respect to the following:

- General Recordkeeping & Record Retention
- Timely return filings
- Proper and timely use of bond proceeds and proper use of bond-financed property
- Arbitrage - yield restriction and rebate
- Reissuance requirements
- Corrective Action

These Procedures apply to any obligations to which Sections I 03 and 141 through 150 of the Internal Revenue Code of I 986 (the "Code") are applicable, whether or not such obligations are in fact tax-exempt. For example, these Procedures will be followed with respect to any issue of tax cred it bonds to which such sections of the Code apply. It is the intention of the Authority to modify or amend these Procedures in the future in order to comply with any requirements set forth in subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Authority and its obligations.

II. RESPONSIBLE PARTIES

The Authority acknowledges that as the issuer of debt obligations subject to the Code, It is responsible for post-issuance compliance with respect to such debt obligations. The Chief Financial Officer of the Authority has general oversight of the post-issuance compliance of bond financings. In addition, the following parties are responsible for the duties listed next to their title:

- | | |
|--------------------------|---|
| Chief Financial Officer: | Oversees of all financial functions of the Authority |
| Chief Financial Officer: | Responsible for all accounting functions of the Authority |
| Chief Financial Officer: | Responsible for banking, cash management, investment, and certain debt administration activities of the Authority |
| Office Manager: | Responsible for the cataloguing and storage of various financial records of the Authority |

Bond Counsel:	Provides legal counsel involving all aspects of the issuance of obligations and post-issuance compliance
Arbitrage Consultant:	Responsible for all aspects of arbitrage rebate compliance activity on behalf of the Authority, if any

Parties responsible for the financing aspects and the operations aspects of bond-financed facilities will coordinate efforts to ensure that any actions taken with respect to a bond-financed facility will be in compliance with the requirements of the Code. The Authority will provide training and/or make available educational materials regarding compliance requirements (e.g., private use requirements) to the parties responsible for the oversight of bond-financed facilities.

III. GENERAL RECORDKEEPING & RECORD RETENTION

General record retention duties are the responsibility of Office Manager and Executive Director. The

Office Manager will maintain a copy of the following documents on file at all times:

- Audited Financial Statements
- Reports of any examinations by the Internal Revenue Service of the Authority's financings

With respect to each issue of obligations, the Office Manager will retain the following for the life of the obligations (including the life of any obligations issued to refund the original debt) plus three years:

- Bond transcript, including authorizing documents, offering document, the federal tax certificate and certificates regarding issue price
- Minutes and resolution(s) authorizing the issue
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Records relating to the payment of debt service (including credit enhancement)
- Documentation relating to investments and arbitrage compliance, as described in "Arbitrage Yield Restriction and Rebate - Recordkeeping" below
- Documentary evidence of when and for what purpose the bond proceeds were expended, as described in "Expenditures of Bond Proceeds - Recordkeeping" below
- Any grant requests or fundraising materials and documentation of grants or fundraising receipts relating to projects that also may be financed, in whole or in part, with bond proceeds
- Any agreement of a type described in "Private Business Use – Special Legal Entitlements" that relates to a bond-financed facility
- Bond paying agent/trustee statements
- Rebate compliance reports
- Related IRS filings (e.g. Form 8038-T Rebate)
- IRS correspondence regarding such issue

- Other documentation (including written advice of) material to the particular requirements that are applicable to the tax status of the financing

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents. A copy of such documents will also be placed with the Authority's Bond Counsel.

IV. RETURN FILINGS

Bond Counsel will be responsible for the timely filing of the Form 8038-G information report (or such other series 8038 form as may be applicable to a specific issue of bonds) with the Service, which filing may be completed by Bond Counsel after the issuance of the obligations. The Authority must file a separate Form 8038-G for each issue of bonds not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued.

V. EXPENDITURE OF BOND PROCEEDS

General

The Chief Financial Officer is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized in order to meet qualify for rebate exceptions set forth in the Code and Regulations and whether investments of unexpended Bond proceeds continue to qualify for temporary period exceptions to yield-restriction requirements. Bond Counsel may be consulted regarding allocation of expenditures between each Bond issue to ensure timely expenditure of Bond proceeds.

Additionally, the Chief Financial Officer will monitor compliance with the requirement of the Regulations that proceeds of a bond issue are to be allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to the reimbursement of any expenditure paid prior to the date of issue of the bonds, the Chief Financial Officer will monitor compliance with the requirement of the Regulations that such reimbursement allocation to bond proceeds is made not later than 18 months after the later of (i) the date the original expenditure is made or (ii) the date the project is placed in service, but in no event more than three years after the original expenditure is paid. Furthermore, the Chief Financial Officer will monitor compliance with the requirement of the Regulations that such reimbursement allocation is for the reimbursement of expenditures paid on or after 60 days prior to the date of a reimbursement resolution (including for this purpose a bond order).

Recordkeeping

With respect to each issue of obligations, the Authority will retain the following for the life of the obligations plus three years:

- Documentation of allocation of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation, or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules, if any, for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

VI. PRIVATE BUSINESS USE

General

To confirm that the Bonds serve governmental purposes rather than providing proscribed benefits to nongovernmental persons engaged in "private business" activity, it must be determined whether the Authority expects that there will be any private business use of the proceeds of the bonds. Private business use exists if more than 5% (and, in certain circumstances, 10%) of the proceeds of the issue or the property to be financed by the bond proceeds are used directly or indirectly by any nongovernmental person in that person's trade or business. In addition, no more than 5% (and, in certain circumstances, 10%) of the proceeds of an issue may be secured directly or indirectly by property or payments derived from private business use under the "private security or payment test." Private business use may occur due to arrangements (typically contractual) that give nongovernmental persons special legal entitlements with respect to the use of bond-financed property (including a sale or other transfer of bond-financed property to a nongovernmental person). Finally, no more than 5% of the proceeds of an issue of bonds may be used to make loans or arrangement that allow a nongovernmental person to defer payments that it is obligated to make with respect to the financed property or the bonds.

The Authority's finance team will coordinate with the parties responsible for the use and operation of a bond-financed facility by communicating the private business use restrictions to such parties and requiring that all activity that may give rise to such use be communicated to Bond Counsel in advance of such use. The Executive Director is responsible for tracking trade or business activity by third parties as it relates to each issue of obligations and will monitor such activity no less frequently than yearly and, in any event, upon being notified of any new activity that will give rise to a significant amount of trade or business activity by a third party.

Special Legal Entitlements that Can Create Private Business Use

A special legal entitlement that can create private business use can arise from arrangements that convey ownership rights, leasehold rights, or management rights (e.g., priority rights to use the facility) or other similar rights. Recognizing that a special legal entitlement may give rise to private business use, each time the Authority intends to enter into one of the following, the Authority will determine if such agreement relates to any bond-financed facility:

- Management and other service contracts
- Research agreements
- Naming rights contracts
- Ownership
- Leases
- Subleases
- Leasehold improvement contracts
- Joint venture arrangements
- Limited liability corporation arrangements
- Partnership agreements
- Non-contractual use of bond-financed office space and/or parking facilities by any nongovernmental person
- Any other contract conferring a special legal entitlement or special economic benefit that are comparable to ownership

If such an agreement will be with respect to a bond-financed facility, the Authority will take measures designed to preserve the intended federal income tax status of that issue of Bonds. Such measures may include ensuring that such agreement falls into an applicable exception under the private business use rules, making a determination that private use will not exceed the applicable limit or such other action as may be recommended by Bond Counsel, including taking remedial actions with respect to the issue of Bonds whose federal tax status is implicated.

VII. PAYMENTS ON THE BONDS

The trustee/paying agent for the bonds shall determine the amount of principal and interest payable on each payment date for the bonds. Periodically, and no less frequently than annually, the Chief Financial Officer will review the amount of the interest payments to verify that proper payments of interest have been made.

VIII. ARBITRAGE - YIELD RESTRICTION & REBATE

General

The Chief Financial Officer is responsible for monitoring the Authority's compliance with the yield restriction requirements of section 148(a) of the Code and the requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- Tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than yearly
- Ensuring that any forms required to be filed with the IRS relating to arbitrage and any payments required pursuant thereto are filed in a timely manner
- Ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Authority will hire a rebate analyst (Arbitrage Consultant) to monitor compliance with rebate and yield restriction rules on a periodic basis, at least every five years.

Compliance with the investment rules will require that the Authority be able to account for, in terms of dates and amounts, all uses (including disbursements and investment activity) of particular categories of bond-related money. The Chief Financial Officer will account for all of the following disbursements: monies in the project fund, debt service fund, and any other fund into which proceeds of the obligations have been deposited, including any reserve fund. In doing so, the Chief Financial Officer will use any reasonable consistently applied accounting method to account for gross proceeds, investments and expenditures of an issue.

Recordkeeping

With respect to each issue of obligations, the Authority will retain the following for the life of the obligations plus three years:

- Documentation of allocations of investments and calculations of investment earnings
- Documentation for investments of the bond proceeds related to:
 - a) Investment contracts (*e.g.*, guaranteed investment contracts)
 - b) Credit enhancement transactions (*e.g.*, bond insurance contracts)
 - c) Financial derivatives (*e.g.*, swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

IX. REISSUANCE

Prior to making any changes to the terms of an obligation, including its underlying security, the Authority will consult with Bond Counsel to determine whether such change will result in the reissuance of such obligation for federal tax law purposes. If it is determined that a change will result in a reissuance, the Authority will take such action, including the recalculation of yield, the filing of a new form 8038-G and the payment of rebate obligations, as is necessary to maintain the tax status of the bonds.

X. CORRECTIVE ACTION

Reports regarding the aforementioned compliance policies with respect to any issue of bonds will be made by the party given responsibility for such area to the Authority's Executive Committee of the Board of Directors with the annual budget each year. At such time, the Executive Committee of the Board and Executive Director will determine whether any corrective action is required with respect to the applicable issue.

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Authority is not in compliance with the arbitrage requirements imposed by the Code or the Authority has taken a deliberation action that results in impermissible private business use (e.g., sale of bond-financed property). If the Authority determines or is advised that corrective action is necessary with respect to any issue of its obligations, the Authority will, as may be applicable, in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by Bond Counsel

Exhibit B

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY¹
DISCLOSURE POLICIES AND PROCEDURES**

Implemented as of this 25th day of August, 2020

I. PURPOSE AND INTENT

It is the stated policy and objective of Hidalgo County Regional Mobility Authority (the “Issuer”) to (i) ensure that the Issuer’s financial disclosures are fair and accurate, and comply with all applicable federal and state securities laws, (ii) satisfy in a timely manner all contractual obligations undertaken pursuant to the Issuer’s Continuing Disclosure Undertakings, and (iii) promote best practices relating to financial disclosures by the Issuer.

These Disclosure Policies and Procedures (the “Procedures”) are adopted by the Issuer on the date hereof pursuant to a resolution by the governing body of the Issuer for the purpose of establishing, maintaining, and evidencing compliance with internal procedures, promoting compliance with federal and state securities laws, documenting the process for preparing and reviewing Disclosure Documents, and assisting the Issuer’s compliance with its Continuing Disclosure Undertakings.

It is the intention of the Issuer to modify or amend these Procedures in the future in order to comply with any changes in legal or regulatory requirements to the extent such changes may apply to the Issuer and its obligations, or improve the realization of the purpose and intent of these Procedures.

II. DEFINITIONS

Capitalized terms used in these Procedures shall have the meanings set forth below:

“Auditor” means the independent outside auditor retained by the Issuer to conduct an annual audit of the Issuer and prepare a report thereon.

“Annual Report” means the annual financial information and operating data required to be filed pursuant to the Continuing Disclosure Undertakings.

“Annual Review” means the annual evaluation of the Procedures that is performed by the DWG.

“Annual Training” means annual disclosure training for staff and officials of the Issuer involved in preparing or approving the Disclosure Documents.

“Audited Financial Statements” means the audited financial statements or comprehensive annual financial reports of the Issuer.

“Bond Counsel” means the attorney or law firm retained to provide an opinion regarding the validity of the bonds or other municipal securities described in the Offering Documents.

“Continuing Disclosure Undertakings” means the Issuer’s contractual obligations relating to its outstanding securities entered into to permit the underwriters of such securities to comply with the Rule.

“Continuing Disclosure Undertakings Master List” means a current list of each Continuing Disclosure Undertaking of the Issuer, identified by name of the issue covered and the CUSIP numbers associated therewith, for which the Issuer remains obligated to advance funds to pay or support the municipal securities covered, together with a description of the tables and other matters required in the Annual Report for such Continuing Disclosure Undertaking, the date on or before which the Annual Report and Audited Financial Statements must be filed, a description of information required in any notice of a failure to file the Annual Report and Audited Financial Statements, and a description of each event for which notice must be filed and whether the event must be filed in a timely manner or within ten business days of the occurrence of the event.

“Contributors” means those Issuer officials involved in preparing or approving the Disclosure Documents or staff assigned by the DWG Chair or identified to the DWG Chair by a director or manager of a department, agency, office or other unit of the Issuer, to assist with the review or preparation of one or more sections of a Disclosure Document.

“Disclosure Document” means any of the Issuer’s documents and materials prepared, issued, or distributed in connection with the Issuer’s disclosure obligations under applicable federal securities laws or that could potentially subject the Issuer to liability under applicable federal securities laws, and shall include, but not be limited to, the following: the Offering Documents; the Annual Report; any filing made by the Issuer with EMMA pursuant to Continuing Disclosure Undertakings, including an Event Notice; any voluntary filing made by the Issuer that is filed on EMMA; investor presentations; rating agency presentations; and any other document that is reviewed and approved in accordance with these Procedures.

“Disclosure Working Group” or “DWG” means the Issuer’s chief executive officer, chief financial officer, treasurer, chief legal officer, chief budget officer, chief revenue officer, chief accounting officer, internal auditor, or the designee of any of the foregoing, the Financial Advisor, Bond Counsel, and Disclosure Counsel, if any

“Disclosure Working Group Chair” or “DWG Chair” means any of the executive director, chief financial officer, internal auditor, chief legal officer, or a designee of one of the foregoing authorized to act upon the designator’s behalf.

“EMMA” means the Electronic Municipal Market Access system maintained by the MSRB.

“Event Notice” means a notice for any of the events listed in the Rule.

“Financial Advisor” means an individual or firm providing financial advice to the Issuer, including a municipal advisor.

“Financial Obligation” means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (C) guarantee of (A) or (B). The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule. The terms used in the definition of Financial Obligation have the meanings ascribed to them in 83 F.R. 44700 (Aug. 31, 2018).

“Financial Obligations Master List” means a list of the Issuer’s existing Financial Obligations. The Financial Obligations Master List should include for each Financial Obligation listed such terms of the Financial Obligation as may be necessary to comply with the information reporting requirements of event (15) (see below) and monitoring requirements of event (16) (see below). The Financial Obligations Master List should be updated on a continuing basis upon incurrence of each new Financial Obligation or modification of an existing Financial Obligation.

“Financing Group” means, in addition to certain officials and staff of the Issuer, Bond Counsel, Disclosure Counsel (if any), the Financial Advisor, the Underwriter, counsel to the Underwriter, and any other party engaged by the Issuer to assist in the offer, placement, and sale of the bonds or municipal securities described in an Offering Document.

“MSRB” means the Municipal Securities Rulemaking Board.

“Offering Documents” means all preliminary and final official statements, offering memoranda and other materials prepared by or for the Issuer, together with any amendments or supplements thereto, for use in connection with the offering of notes, bonds, other municipal securities, or other obligations of the Issuer subject to the antifraud provisions of federal securities law.

“Required Date” means the latest date or dates after the end of the Issuer’s fiscal year when the Audited Financial Statements and Annual Report are required to be filed with the MSRB under the Issuer’s Continuing Disclosure Undertakings, as identified by the Continuing Disclosure Undertakings Master List.

“Rule” means Securities and Exchange Commission Rule 15c2-12, adopted pursuant to the Securities Exchange Act of 1934, 17 CFR § 240.15c2-12, as amended from time to time.

“Underwriter” means the broker, dealer, or municipal securities dealer offering or placing the bonds or other municipal securities described in the Offering Documents to or with investors.

III. DISCLOSURE WORKING GROUP

A. DWG CHAIR

The DWG Chair is responsible for oversight of compliance with these Procedures. The DWG Chair is the leader of the DWG and: (i) is the primary point of contact or establishes the primary point of contact regarding issues or information that should or may need to be disclosed in the Disclosure Documents; (ii) assigns responsibilities and coordinates with Contributors for assembling, drafting, and verifying the accuracy of information in the Disclosure Documents; (iii) establishes the schedule or timing requirements for drafting, reviewing, revising, and approving the Disclosure Documents, including the circulation and review of the draft Disclosure Documents; (vi) communicates with senior Issuer officials regarding the Disclosure Documents; (vii) unless another official of the Issuer so acts, serves as the spokesperson to investors and the public on questions regarding disclosure matters of the Issuer; (viii) monitors compliance with these Procedures; (ix) maintains records demonstrating the Issuer’s compliance with these

Procedures; (x) schedules and coordinates the Annual Review; (xi) recommends to the governing body of the Issuer consideration of changes to these Procedures; (xii) maintains the Continuing Disclosure Undertakings Master List and the Financial Obligations Master List; and (xiii) schedules and coordinates the Annual Training. The DWG Chair may designate staff or, upon approval of the Issuer, engage the Financial Advisor to assist in the execution of her responsibilities above, if appropriate.

The DWG Chair is also responsible for filing or causing the filing of Disclosure Documents, including the Audited Financial Statements, the Annual Report, and Event Notices with EMMA by the deadlines stated in the Continuing Disclosure Undertakings. The DWG Chair may designate staff or, upon approval by the Issuer and DWG, a Disclosure Dissemination Agent, to assist in complying with this responsibility.

B. DWG

The DWG is responsible for compliance with these Procedures and promoting compliance with federal and state securities laws. In that regard, the DWG is primarily responsible for (i) consulting and coordinating with various parties and offices of the Issuer regarding the content of the Disclosure Documents, (ii) determining the content of the Disclosure Documents, (iii) reviewing and revising drafts of the Disclosure Documents, and (iv) approving the final versions of the Disclosure Documents.

The DWG should meet as often as necessary to fulfill its obligations under these Procedures.² The DWG is encouraged to provide suggestions to improve these Procedures and the Disclosure Documents in the Annual Review or as otherwise needed.

Contributors, staff and officials must cooperate with the DWG and provide the DWG with any information, assurances or certifications that it deems necessary to ensure that the Disclosure Documents are accurate and complete in all material respects.

All information that is discussed and contained in the Disclosure Documents or that is submitted to the DWG for inclusion in the Disclosure Documents should be kept confidential, to the extent allowed by law, and may not be transmitted to third parties without the express permission of the DWG.

IV. DISCLOSURE PROCEDURES

A. PRIMARY DISCLOSURE

The following process will be used in connection with reviewing the form and content of Offering Documents and any supplements thereto.

1) DWG CHAIR

- The DWG Chair will coordinate internally and with the Financing Group. The DWG Chair will coordinate with the Financing Group to ensure that all appropriate members of the DWG are included on the distribution lists of the Financing Group, assign portions of the

² For certain issuers or obligated persons, it may be necessary to meet on a quarterly or annual basis in order to fulfill their obligations under these Procedures. The DWG Chair should consult with Bond Counsel regarding timing of such meetings and members of the DWG should be prepared to meet by internet, telephone, or in person as needed to address disclosure issues arising under these Procedures.

Offering Documents, including appendices, to Contributors with responsibility for the financial information or operating data described therein and to Bond Counsel, as appropriate.

- The DWG Chair will regularly communicate with senior Issuer officials throughout each financing, if necessary, and, when approval or execution by a senior Issuer official or officials is required before distribution, provide an opportunity for questions and discussion of the content of the Offering Documents. The DWG Chair will be responsible for ensuring that the Offering Documents are provided to senior Issuer officials that are responsible for signing and certifying as to the accuracy of the disclosure in a timely manner to enable them to make such certification.
- If requested by the governing body of the Issuer or any Issuer official signing the Offering Document or approving its use, the DWG Chair will certify that (i) the Offering Document has been prepared in accordance with these Procedures and (ii) to best of the knowledge of the DWG and the DWG Chair, the Offering Document is accurate and complete in all material respects and does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading. This process may occur with respect to: (1) posting or other distribution of (i) a preliminary Offering Document, and deeming final thereof, (ii) a final Offering Document, and (iii) any supplement or amendment to a preliminary or final Offering Document, and (2) execution of (i) any purchase agreement or (ii) closing document by an Issuer official containing a representation, warranty, or certification that the Offering Document is accurate and complete in all material respects and does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading.
- The DWG Chair will keep a record of the Contributors, and other Issuer staff and officials, members of the Financing Group, and any other outside consultant that reviewed, drafted, approved, or certified the disclosure in the Offering Documents.

2) DWG

- The process of preparing Offering Documents should not be viewed as the mechanical insertion of more current numbers in prior Offering Documents. While the DWG may look to past disclosure in Offering Documents as a starting point, the DWG should think critically about the substance of the disclosure, assure that the disclosure is current, and consider the need for revisions in form and content.
- The DWG will consult with Contributors and other appropriate Issuer staff and officials, the Auditor, Bond Counsel, and other outside consultants, including the General Engineering Consultant, if necessary, regarding the disclosure in the Offering Documents.
- If an Offering Document will be a “final official statement” as defined in the Rule, the DWG Chair will instruct such members of the DWG and Contributors, in consultation as necessary with Bond Counsel, and the Dissemination Agent, if any, to review the Continuing Disclosure Undertakings Master List and the Issuer’s filings with EMMA for the

preceding five years to identify whether any failures to comply have occurred. The DWG will consult with Bond Counsel to determine whether disclosure of any such failures is required in the Offering Document and draft such disclosure for inclusion in the Offering Document, as is required under federal securities law. To the extent practicable, remedial filings with respect to any such failures to file shall be prepared and filed in accordance with these Procedures.

- The DWG will review, revise, and comment on initial and revised drafts of the Offering Document.
- The DWG must approve the final version of an Offering Document prior to approval or execution by the Issuer or an Issuer official, or posting or distribution when such approval is not required. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the Offering Document (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.
- Approval of an Offering Document shall be evidenced by written sign-off (which may be delivered by e-mail) from each member of the DWG with responsibility for the disclosure provided in the Offering Document. Upon receipt of written sign-off from such members of the DWG, the DWG Chair shall provide the Offering Document to the Issuer or Issuer official for approval or execution certifying that it has been approved by the DWG. In circumstances in which approval or execution by the Issuer or Issuer official is not required, the DWG Chair will authorize the distribution of the Offering Document. The DWG Chair should retain the written sign-offs received from such members of the DWG in the records maintained pursuant to these Procedures.

B. CONTINUING DISCLOSURE

In connection with the issuance of municipal securities, the Issuer has entered into (and in the future may enter into) a Continuing Disclosure Undertaking for the benefit of the holders and beneficial owners of the municipal securities of each such issuance, as required by the Underwriters in accordance with the Rule. The Issuer is required to comply with these Continuing Disclosure Undertakings for so long as it remains obligated to advance funds to pay or support the municipal securities covered by the respective Continuing Disclosure Undertaking.

Under the Continuing Disclosure Undertakings, the Issuer is obligated to provide (1) annual financial information consisting of (i) Audited Financial Statements and (ii) the Annual Report on or before the date specified in the Continuing Disclosure Undertaking, and notice of any failure to provide such annual financial information, and (2) in a timely manner, notice of any of the events specified in the Continuing Disclosure Undertaking to the MSRB by means of the EMMA system.

The DWG Chair maintains the Continuing Disclosure Undertakings Master List of the Issuer, and upon approval of the DWG and the Issuer, may retain a Disclosure Dissemination Agent to maintain and continuously update such Continuing Disclosure Undertakings Master List as well as to make all filings required to be made by the Issuer under the Continuing Disclosure Undertakings.

1) AUDITED FINANCIAL STATEMENTS

- The DWG Chair will work with relevant officials of the Issuer to assure that the engagement letter with the Auditor requires completion and delivery by the Auditor of the Issuer's annual Audited Financial Statements with sufficient time to permit the presentation to and acceptance by the Issuer of the Audited Financial Statements and for the DWG to review and incorporate data and other information provided therein into the Annual Report prior to the respective Required Date.
- The DWG Chair will file the Audited Financial Statements with EMMA upon availability or together with the Annual Report, provided such filing occurs on or before the respective Required Date.
- If the Audited Financial Statements are not available by the Required Date, the DWG Chair will (i) if required under the Issuer's Continuing Disclosure Undertakings, arrange for the review by the DWG and filing of unaudited financial statements with such cautionary statements and disclaimers as may be appropriate on or before the Required Date or as soon as practicable thereafter, and (ii) file an Event Notice, in conformity with the failure to file notice provisions of the Continuing Disclosure Undertakings, stating that the Audited Financial Statements are not yet available and will not be filed by the Required Date. When the Audited Financial Statements become available, the DWG Chair will file such Audited Financial Statements on EMMA.

2) ANNUAL REPORT

- The DWG Chair will schedule the preparation and drafting of the Annual Report with the DWG in time to file the Annual Report on or before the Required Date.
- The DWG Chair will assign drafting portions of the draft Annual Report, as appropriate, to DWG members and Contributors with responsibility for the financial information or operating data described therein and indicated to be required by the Continuing Disclosure Undertakings Master List.
- The DWG will review, comment on, and revise the initial and any subsequent drafts of the Annual Report; check, confirm and include or incorporate by reference, as appropriate, information contained in the Audited Financial Statements, and such other reports as required; and consult with appropriate staff and officials, the Auditor, Bond Counsel, and other outside consultants, if necessary, regarding the disclosure in the Annual Report.
- The DWG must approve of the final version of the Annual Report. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the Annual Report (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

- Prior to releasing the Annual Report, the DWG Chair must receive written sign-off (which may be delivered by email) from each member of the DWG with responsibility for the disclosure provided in the Annual Report. The DWG Chair should retain the written sign-offs received from such members of the DWG in the records maintained pursuant to these Procedures.
- If the Annual Report is not available by the Required Date, the DWG Chair will file an Event Notice, in conformity with the failure to file notice provisions of the Continuing Disclosure Undertakings, stating that the Annual Report is not yet available and will not be filed by the Required Date. When the Annual Report becomes available, the DWG Chair will file such Annual Report on EMMA.

3) EVENT NOTICES

In its Continuing Disclosure Undertakings, the Issuer is obligated to file notices of certain events on EMMA in a timely manner (in certain undertakings within 10 business days) after the occurrence of the event, as set forth in the Continuing Disclosure Undertakings Master List.

A) EVENT NOTICES – GENERAL

- Each member of the DWG is expected to have a complete understanding of the events listed in the Continuing Disclosure Undertakings, as described in the Continuing Disclosure Undertakings Master List.
- At all times a DWG member is required to notify the DWG Chair if she becomes aware of any event or potential for an event described in the Continuing Disclosure Undertakings Master List that may require the filing of an Event Notice.
- Upon notification of an event or potential for an event that may require filing of an Event Notice, the DWG Chair will confer with Bond Counsel, other members of the DWG, staff and officials of the Issuer, Bond Counsel and other outside consultants as may be necessary to determine whether an event has occurred and, if necessary, draft or assign the drafting of the Event Notice in sufficient time to allow the Issuer to meet its continuing disclosure obligations described in the Continuing Disclosure Undertakings Master List.
- The DWG Chair will provide the DWG with a draft of the Event Notice and the DWG will review, revise, and comment on initial and revised drafts of the Event Notice. The DWG will consult with Contributors and other appropriate Issuer staff and officials, the Auditor, Bond Counsel and other outside consultants, if necessary, regarding the Event Notice.
- The DWG must approve the final version of the Event Notice. Before final approval, the DWG must determine that the material facts described therein are consistent with those known to the DWG, and that the final version of the Event Notice (1) does not make any untrue statement of a material fact or omit any material fact necessary to make the statements made therein, in light of the circumstances in which they are made, not misleading, and (2) is accurate and complete in all material respects.

- Prior to releasing the Event Notice, the DWG Chair must receive written sign-off (which may be delivered by email) from each member of the DWG with responsibility for the disclosure provided in the Event Notice. The DWG Chair should retain the written sign-offs received from such members of the DWG in the records maintained pursuant to these Procedures.
- If the DWG becomes aware of an Event Notice that was not filed, the DWG Chair will follow the process described above to promptly file such Event Notice.

B) EVENT NOTICES – FINANCIAL OBLIGATIONS

Beginning February 27, 2019, in connection with any primary offering subject to the Rule, the Issuer will be required to include in Continuing Disclosure Undertakings an agreement to file, not in excess of 10 business days, an Event Notice for: (15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties. The terms used in events (15) and (16) shall have the meanings ascribed to them in 83 F.R. 44700 (Aug. 31, 2018).

- Each member of the DWG is expected to have a complete understanding of new events (15) and (16) under the Rule. If the DWG has not received training on new events (15) and (16), the DWG Chair should request training from Bond Counsel or other competent counsel.
- The DWG will, in consultation with Bond Counsel, be responsible for: (i) identifying existing material Financial Obligations; (ii) tracking new material Financial Obligations, including amendments thereto; and (iii) monitoring Financial Obligations for events which may reflect financial difficulties.
- To assist in monitoring compliance with new events (15) and (16), the DWG Chair and the DWG will create the Financial Obligations Master List, with the assistance of the Financial Advisor, the Disclosure Dissemination Agent (if any), Bond Counsel, Disclosure Counsel (if any), and other outside consultants, as the DWG Chair and DWG deem appropriate and the Issuer shall approve.
- The Financial Obligations Master List should at a minimum provide information similar in content to the recommended format that was provided by the Government Finance Officers Association in January 2019.³
- The DWG Chair will maintain and update the Financial Obligations Master List, and upon approval of the DWG and the Issuer, may retain a Financial Advisor and/or Disclosure Dissemination Agent, as may be necessary, to effectively maintain and continuously

³ The GFOA recommendations are available at <http://www.gfoa.org/new-amendments-sec-rule-15c2-12-new-event-notices-related-material-financial-obligations-and-events>.

update such Master List as well as to make all filings required to be made by the Issuer under the Continuing Disclosure Undertakings.

- At all times the DWG members are required to notify the DWG Chair if they become aware of the occurrence or potential occurrence of new events (15) and (16). If a DWG member provides such notice or the DWG Chair otherwise becomes aware of such actual or potential event, the DWG Chair will follow the steps under “Section IV(B)(3)(A) Event Notices – General” in determining whether an event has occurred and, if necessary, the drafting and filing of the Event Notice and related record-keeping.

C. QUARTERLY OR OTHER PERIODIC INFORMATION

- If Bond Counsel determines that the Issuer is required to provide quarterly disclosure, as indicated by the Continuing Disclosure Undertakings Master List, the DWG Chair will schedule the preparation and drafting of the quarterly disclosure with the DWG in time to file the quarterly disclosure on or before the date required.
- The DWG Chair will assign drafting portions of the draft quarterly disclosure, as appropriate, to DWG members and Contributors with responsibility for the financial information or operating data described therein and indicated to be required by the Continuing Disclosure Undertakings Master List.
- The DWG Chair will follow the steps under “Section IV(B)(2) Annual Report” in the drafting and filing of the quarterly disclosure and related record-keeping.

D. WEBSITE DISCLOSURE

- Disclosure Documents may only be posted on areas of the Issuer’s website designed and approved by DWG and Bond Counsel for posting of such documents. The areas of the Issuer’s website where Disclosure Documents may be posted should include appropriate disclaimers and warnings that the information has not and will not be updated, and other viewer acknowledgements and other limiting features as required by DWG.
- Routine information and data, including financial, budgetary, and operating data generally made available to the public by a department or office of the Issuer may be posted on a portion of the Issuer’s website allocated to that department or office, provided the portion of the website clearly provides a disclaimer, approved by DWG and Bond Counsel, warning viewers that the information presented has not been prepared for and is not presented for consideration as disclosure to investors, and directs viewers seeking investor disclosure to the Issuer’s information available on EMMA.
- Posting information to the Issuer’s website alone is not sufficient to comply with the Issuer’s Continuing Disclosure Undertakings described herein; such information must also be filed on EMMA.

V. ANNUAL REVIEW OF PROCEDURES

- Each year the DWG will conduct the Annual Review. The purpose of the Annual Review is

for the DWG to evaluate the design, operation and effectiveness of these Procedures.

- In connection with the Annual Review, the DWG will (i) request comment on the Procedures from staff and officials involved in preparing or approving disclosure, (ii) meet with staff and officials to discuss the portions of the Disclosure Documents for which they are responsible and evaluate the effectiveness of the Procedures, and (iii) meet with the Auditor and/or Bond Counsel to review the design of the Procedures. All comments and recommendations to amend or maintain the Procedures will be discussed with the DWG.
- If the DWG recommends any substantive amendment to these Procedures, the DWG Chair will prepare a written summary of such amendment. The written summary will be delivered to the governing body of the Issuer together with the recommendation of the DWG for adoption pursuant to an amendment of the resolution.
- In addition to a recommendation to amend these Procedures made in the Annual Review, the DWG, the DWG Chair, and any official or staff involved in preparing or approving the Disclosure Documents may at any time recommend an amendment to the Procedures.
- Following receipt of the recommendation for an amendment, the DWG will convene a meeting to discuss the proposed amendment and determine whether such amendment should be approved. Any amendments to the Procedures will be discussed with Bond Counsel. If the DWG recommends any substantive amendment to these Procedures, the DWG Chair will prepare a written summary of such amendment. The written summary will be delivered to the governing body of the Issuer together with the recommendation of the DWG for adoption pursuant to an amendment of the resolution.

VI. ANNUAL TRAINING

- The Issuer will provide Annual Training for all staff and officials involved in preparing or approving the Disclosure Documents, including members of the DWG and officials of the Issuer's governing body authorizing the preparation of or approval of any Offering Document for dissemination. The Annual Training should be prepared by or with the assistance of Bond Counsel.
- The Annual Training will generally include an overview of these Procedures, the disclosure obligations of the Issuer under federal and state securities laws, and the responsibilities and potential liabilities of the staff and officials involved in preparing or approving the Disclosure Documents.
- All staff and officials involved in preparing or approving the Disclosure Documents are required to attend the Annual Training or obtain comparable training approved by the DWG Chair. New members of the DWG, including the DWG Chair and Contributors are required to attend the Annual Training prior to being responsible for preparing or approving the Disclosure Documents.
- The DWG Chair will be responsible for ensuring attendance of all staff and officials involved in preparing or approving the Disclosure Documents. The DWG Chair will keep a record of those that attend the Annual Training and maintain such record in accordance

with these Procedures.

VII. INTERNAL USE ONLY

- These Procedures are intended for internal use only and are not intended to establish any duties in favor of or rights of any person other than the Issuer.

[Signature Page Follows]

Dated: August 25, 2020

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
S. David Deanda, Jr., Chairman of the Board



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2020-23

APPROVAL OF ACCESS MANAGEMENT POLICY FOR THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of August, 2020 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”); and

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; and

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop (the “Loop System”) and the US 83 La Joya Relief Route; and

WHEREAS, the Authority has identified an independent project suitable for initial development under the Loop System: State Highway 365 from FM 396/Anzalduas Highway to US 281/Military Highway and the US 281/Military Highway Overpass at San Juan Road, including the reconstruction and widening of US 281/Military Highway from 0.45 mile east of SP 600 to FM 2557/Stewart Road, with a new grade separated interchange at SH 365/US 281 Intersection; and

WHEREAS, Section 228.011, Texas Transportation Code, provides for local toll project entities, including the Authority, to develop toll projects and Sections 201.103 and 222.052 of the Code establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, in coordination with design and construction of highways, from time to time the Authority will be required to grant access to facilities in the form of driveway, median opening and local roadway connections; and

WHEREAS, on February 23, 2016, the board adopted an Access Management Policy in order to establish criteria for access points along the Hidalgo County Loop System and to balance access density with the desired mobility function of a particular section of a given roadway along the Hidalgo County Loop System; and

WHEREAS, the Authority has reviewed the Access Management Policy and has determined changes to the Access Management Policy may be needed from time to time.

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 the Access Management Policy for the Hidalgo County Regional Mobility Authority, attached hereto as Exhibit A.

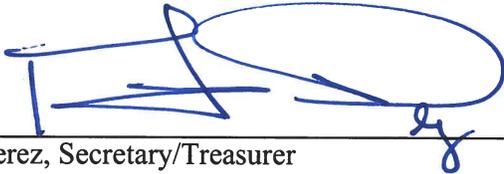
Section 3. The Board authorizes the Executive Director to administer the Access Management Policy as part of daily Authority operations.

EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ACCESS MANAGEMENT POLICY

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 25th day of August 2020, at which meeting a quorum was present.



S. David Deanda, Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ACCESS MANAGEMENT POLICY



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



Access Management Policy

Adopted: February 2, 2016

Revised: August 25, 2020

Table of Contents

SECTION 1. INTRODUCTION	1
A. APPLICABILITY	1
B. OVERVIEW	1
SECTION 2. DEFINITIONS	2
SECTION 3. DESIGN STANDARDS	3
A. DRIVEWAY WIDTHS	3
1. RESIDENTIAL	3
2. COMMERCIAL	3
B. ACCESS POINTS	3
1. LOCATION	3
2. CORNER CLEARANCE	4
C. ON-SIGHT STORAGE	5
1. THROAT-LENGTHS	5
2. RESIDENTIAL	6
3. NON-RESIDENTIAL	6
4. SPECIAL TRAFFIC GENERATORS	6
D. SHARED ACCESS	7
E. MEDIANS AND MEDIAN OPENINGS	8
1. MEDIANS	8
2. MEDIAN OPENINGS	8
F. AUXILIARY LANES	9
G. PROJECTING STREETS	10
1. STREETS	10
2. MARGINAL ACCESS STREET	10
3. TRAFFIC IMPACT ANALYSIS (TIA)	10
SECTION 4. REDEVELOPMENT	10
SECTION 5. VARIANCES	11
SECTION 6. DRAINAGE	11

SECTION 1. INTRODUCTION

Access management is the systematic control of the location, spacing, design and operation of access points. It manages access to land development while simultaneously preserving traffic safety, capacity and speed on the surrounding road system, addressing

congestion, capacity loss, and accidents. Access points, in this policy, are defined as driveways, median openings, and street connections to a roadway. Access management is a rational way of coordinating transportation and land development by improving

safety and enhancing the convenience of travel.

In general, the goal of access management is to balance access density with the desired mobility function of a section of a given roadway. If access management policy is effective, it can promote beneficial outcomes including better mobility and access, safer facilities, and an increase desirability of the businesses or land value in the area.

Access management also reduces the potential for accidents by minimizing conflicts between through vehicles and turning vehicles. Research has shown that accident rates increase consistently with an increase in access density, while accident rates decrease with the implementation of access management techniques such as raised medians or the control of cross-access.

It is important to keep in mind that this policy is minimum criteria in the use of access points. The HCRMA Engineer shall review each access point on a case by case basis.

A. APPLICABILITY

The policy shall be applied to all points of vehicular access on adjacent roadways of non-access control type. This document contains the minimum standards for access management policies, median spacing, driveway spacing, traffic control changes and other traffic operation considerations that affect traffic control changes, which affect traffic operations and safety pertinent to HCRMA jurisdictional roadways. This document does not address specific locations but provides general guiding principles that the HCRMA can then apply to effectively manage access at specific locations. Where the HCRMA's Access Management policy differs from the TxDOT Access Management Policy Manual ([link: http://onlinemanuals.txdot.gov/txdotmanuals/acm/index.htm](http://onlinemanuals.txdot.gov/txdotmanuals/acm/index.htm)) the more stringent policy shall apply.

B. OVERVIEW

To have an effective Access Management Policy a balance between land development interest and traffic must be maintained. As the volume of the roadway increases the access along the corridor must decrease as illustrated below in Figure 1.

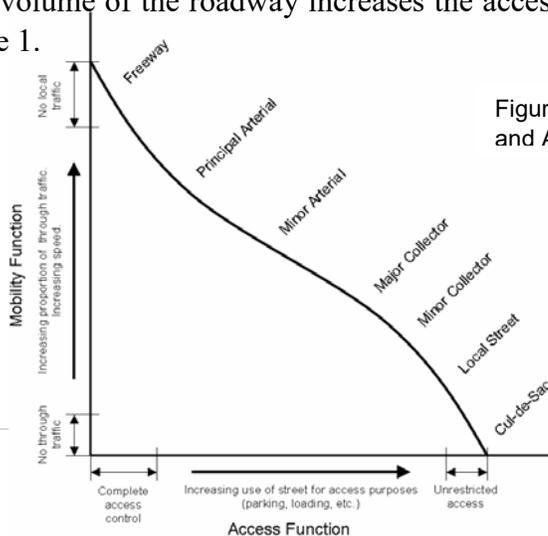


Figure 1: Relationship between Mobility and Access

The Authority has classified its roadways in accordance with the ~~Hidalgo County~~ **Rio Grande Valley** Metropolitan Planning Organization and be found in the ~~Hidalgo County~~ **Regional** Transportation Improvement Plan. The HCRMA ~~has~~ **functionally** classifies its roadways as freeways, high speed/principal arterials, minor arterials, major/minor collectors, and local streets.

- Freeways are limited access, thoroughfares designed for the movement of large volumes of vehicular traffic operating at high speeds for long distances, connecting principal or regional activity centers.
- High Speed and Principal Arterials have limited at grade access and designed primarily for the movement of through traffic between centers of medium intensity.
- Minor Arterials feed the primary arterial system, support moderate trips, and serve activity centers.
- Major/Minor Collectors link Local Streets with the arterial system and serve residential areas primarily internal to one neighborhood.
- Local Streets provide access to single family residential neighborhoods.

The Authority categorizes land use into four designations residential, commercial, industrial, agricultural, and special uses.

- Agricultural developments consist of farming, ranching, one single-family dwelling or one mobile home on parcels of five acres or more, portable buildings or storage buildings.
- Residential developments consist of one single-family dwellings, Duplexes- fourplexes, Duplex-fourplex townhouses, Duplex-fourplex condominiums, multi-family dwellings of five or more units, and mobile home or modular home
- Commercial developments consist of office buildings, retail, personal services, storages, restaurant and hospitality.
- Industrial developments consist of manufacturing, shipping, laboratories, utilities, heavy equipment sales, and lumber yards, primarily generating heavy truck or rail traffic.

SECTION 2. DEFINITIONS

Access point - Driveways, median openings and street connections to a roadway.

Auxiliary Lane - A lane striped for use as a speed-change lane allowing for safe merging into through traffic or to leave through traffic.

Corner Clearance - The distance along the edge of the traveled way from the closest edge of pavement of the intersecting roadway to the closest edge of pavement of the nearest access connection.

Cul-de-sac - A street having but one outlet to another street and terminated on the opposite end by a vehicular turnaround.

Hidalgo County Regional Mobility Authority [HCRMA, the Authority] - a political subdivision of the State of Texas created by one or more counties or cities in the State of Texas to finance, acquire, design, construct, operate, maintain, expand, or extend toll or non-toll transportation projects.

Median - A raised curbed directional divider separating traffic flows that may be traversable or non-traversable.

Multi-family - A residential development consisting of multiple dwelling units such as an apartment building.

Non-single family residential - Any residential development other than multi-family or single family such as town homes.

Offset - This distance or clearance between street approaches.

Queue - A successive stacking of vehicles.

Rio Grande Valley Metropolitan Planning Organization – A federally funded program that works with Rio Grande Valley communities and the Texas Department of transportation to plan for the region’s future transportation needs.

Storage - Stacking of vehicles usually in a queue.

Throat Length - the length of the driveway up to the first conflict point.

Hidalgo County Transportation Improvement Plan - a document that addresses the development in such areas as land development, mobility, housing, drainage, public facilities and cultural activities.

TxDOT - Texas Department of Transportation

SECTION 3. DESIGN STANDARDS

A. DRIVEWAY WIDTHS

1. RESIDENTIAL

Single family residential driveways shall be constructed with a minimum width of 12 ft maximum width of 25 ft at the right-of-way. (HCRMA Policy)

2. COMMERCIAL

Commercial, non-single family residential and multi-family driveways that connect to an arterial street, highway, or freeway shall be a minimum of 25 ft wide to a maximum of 45 ft wide. (HCRMA Policy)

Driveways for utility facilities shall be constructed using single family residential driveway standards with specific approval from the HCRMA engineer.

B. ACCESS POINTS

1. LOCATION

To preserve the functionality of the adjacent roadway, the location and spacing of access points will be determined by classification. All states, counties, and cities provide full **controlled** access ~~control~~ along freeways. Table 1 shows the proper spacing by functional classification. A minimum of one hundred twenty-five feet (125 ft) shall be required for Opposite Left Access Points. The spacing between access

points shall be measured from the edge of one access point to the closest edge of the next access point along the adjacent roadway and shown on Figure 2.

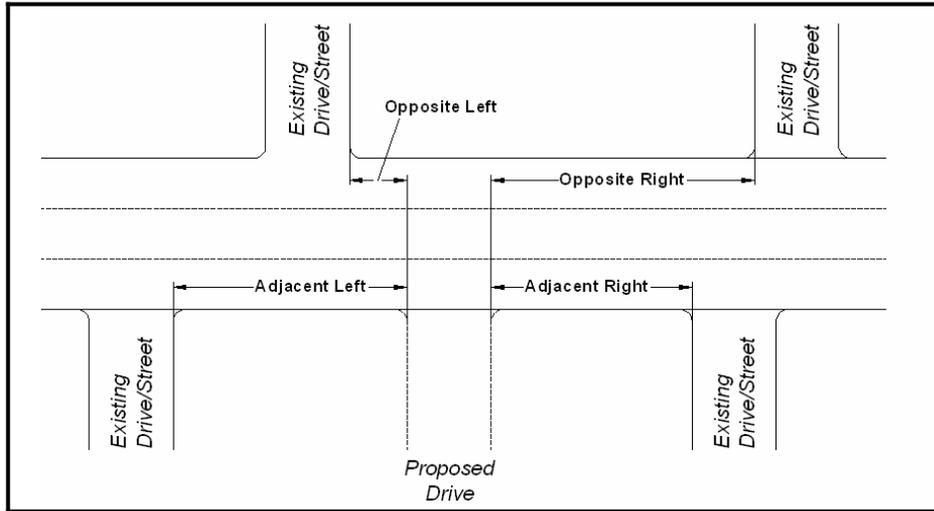


Figure 2: Measurement

Functional Classification	Adjacent Access Point spacing (ft)	Opposite Right Access Point spacing (ft)
Collector	200	175
Minor Arterial	250	225
Principal Arterial	360	300
High Speed Arterial	425	400

Table 1: Minimum Access Point Spacing

2. CORNER CLEARANCE

As defined above, connecting streets are considered access points. A safe distance, corner clearance, should be maintained from connecting streets, as to not interfere with the intersection operation. Driveways should not be within the area of deceleration and acceleration lanes, crosswalk, or a partial median opening. Table 2 shows the proper corner clearance distance by functional classification.

Functional Classification	Corner clearance (ft)
---------------------------	-----------------------

Collector	200
Minor Arterial	250
Principal Arterial	360
High Speed Arterial	425

Table 2: Corner Clearance

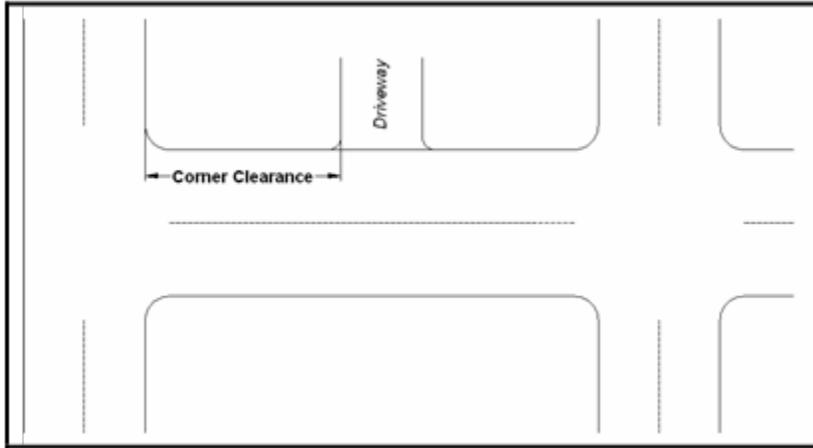


Figure 3: Corner Clearance

C. ON-SIGHT STORAGE

1. THROAT-LENGTHS

All commercial developments are required to provide 30 feet minimum of throat length. Any development plan with an internal roadway network, a minimum storage of 80 feet measure from right-of-way line shall be required before any crossing or left turning conflicts are allowed, as shown on Figure 4. The minimum driveway throat length requirement may increase on a project-by-project basis based on recommendations by the HCRMA Engineer or a TIA on the internal roadway network.

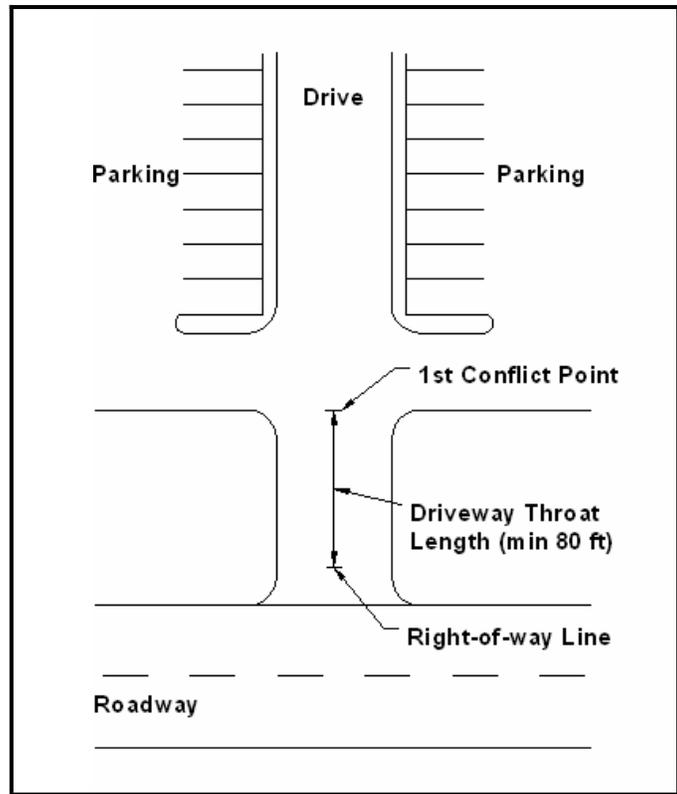


Figure 4: Driveway Throat Length

2. RESIDENTIAL

Residential access along arterials shall be designed to provide adequate space on the property for vehicles to turn around without the need to back onto the roadway.

3. NON-RESIDENTIAL

Non-residential and mixed use access shall be designed so that backing, loading, unloading, and other maneuvers are accommodated on-site and not using the public right-of-way and the access shall provide adequate storage to prevent entering or exiting vehicles from obstructing the flow of traffic on roadways. The Engineer may provide verification by means of turning movement templates or Auto-Turn. A driveway median may be required to preserve the length of storage, or to prevent cross access to an out-parcel within the storage area of a driveway.

4. SPECIAL TRAFFIC GENERATORS

Adequate storage shall be provided within the internal circulation system for properties that include either a drop-off loop or drive-through facility so that vehicles do not queue onto roadways, do not interfere with parking or internal circulation and do not block driveways. Dimensions are measured from the right of way. Minimum lengths are enumerated in Table 3.

Generator		Throat Length
Banking Facility	Single lane	queue of six vehicles
	Multi-lane	queue of five vehicles per lane
Car-Wash Facility	Single-lane drive-through full service	queue of five vehicles
	Automatic or self-serve multi bay	queues for two vehicles

Restaurant	Fast food with drive-through window	queue of eight vehicles measured from menu board and three vehicle lengths from menu board to pick-up window**
Gas Stations	Pumps parallel to edge of pavement	minimum setback 35 feet from pump islands to parallel right-of-way
	Pumps not parallel to edge of pavement	minimum storage of 50 feet from pump islands to right-of-way
Control Access	gated subdivision/service attendant	minimum of 40 feet from right-of-way to call box; from call box to gate 50 feet
*Note: 1 vehicle = 20ft ** or a combination approved by HCRMA Engineer equaling no less than 11 vehicles		

Table 3: Special Traffic Generator Minimum Throat Lengths

Schools require adequate storage for drop-off and pick areas, which should be provided entirely on the school campus site to ensure safety for the students and to minimize the impact on the surrounding traffic network. The proper treatments are shown in Table 4.

School Type	Student Population	Loop Drive Stacking Length
Elementary	200 – 600	650 – 1,000 Linear Feet
	600 – 1,200	1,000 – 1,500 Linear Feet
Middle	200 – 600	700 – 1,000 Linear Feet
	600 – 1,200	1,000 – 1,500 Linear Feet
High	400 – 800	800 – 1,200 Linear Feet
	800 – 2,500	1,200 – 1,500 Linear Feet
Note: For high school populations greater than 2,500 students, two separate student pick-up drop-off loops should be considered *SCDoT Guidelines for School Transportation Design.		

Table 4: School Storage Length

D. SHARED ACCESS

Where the frontage of a property is insufficient for proper spacing of an access point (such as in a commercial development) the HCRMA Engineer shall require shared access. The property owner shall

- Record a common ingress/egress access easement with the plat allowing ingress/egress to properties that share access as determined by the Authority or designee pursuant to this policy.
- Whenever property is being platted through which ingress/egress is necessary for another property to have access to public right of way then such property shall record a common ingress/egress access easement allowing such other property shared access.
- Use of such easement by other property owners shall be made contingent on such other owner’s agreement to the shared maintenance responsibilities on a pro-rata basis, proportional to respective square footage of all properties having access to easement.

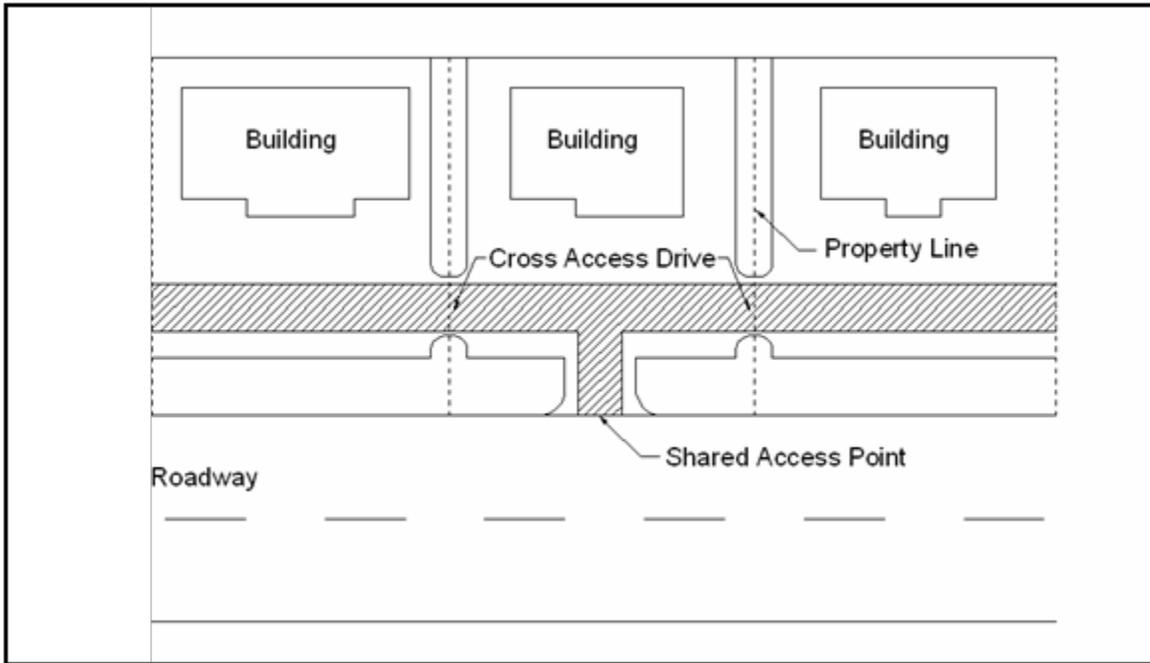


Figure 5: Shared Access

E. MEDIANS AND MEDIAN OPENINGS

1. MEDIANS

Medians should be installed on all new multilane arterials and on existing multilane arterials with an average daily traffic (ADT) volume of 24,000 vehicles per day or greater.

2. MEDIAN OPENINGS

There are two types of median openings, directional and full opening. Directional median opening generally allows only left or right turns into a driveway, but left turns or through movements are not permitted out of the driveway. A full median opening allows all traffic movements. To preserve the functionality of the median and the adjacent roadway a minimum distance should be maintain between openings. Table 5 shows the minimum distance to maintain by functional classification of the adjacent roadway.

Functional Classification	Median Opening (ft)	
	Full	Directional
Principal Arterial	2640	1320
High Speed Arterial	2640	1320
<i>*Signalized intersections shall not be spaced less than 2640 ft apart.</i>		

Table 5: Median Opening Requirements

Full medians opening should align with cross streets or with driveways. Left-turn bays shall be provided at all median openings for safe left turn movements.

F. AUXILIARY LANES

Table 6 shows the thresholds for auxiliary lanes was adopted from the TxDOT Access Management Manual. These thresholds represent examples of where left turn and right turn lanes should be considered. Refer to the TxDOT Roadway Design Manual, Chapter 3, for proper acceleration and deceleration lengths.

Median Type	Left Turn to or from property		Right Turn to or from Property ⁽⁵⁾	
	Acceleration	Deceleration	Acceleration	Deceleration
Non-Traversable (Raised Median)	(2)	All	Right turn egress > 200vph ⁽⁴⁾	<ul style="list-style-type: none"> • > 45mph where right turn volume is > 50vph⁽³⁾ • ≤ 45 where right turn volume is > 60vph⁽³⁾
Traversable (Undivided Road)	(2)	(1)	Same as above	Same as above

(1) Refer to Table 3-11, *TxDOT Roadway Design Manual*, for alternative left-turn-bay operational considerations.

(2) A left-turn acceleration lane may be required if it would provide a benefit to the safety and operation of the roadway. A left-turn acceleration lane is generally not required where the posted speed is 40 mph or less, or where the acceleration lane would interfere with the left-turn ingress movements to any other access condition.

(3) Additional right-turn consideration:

- ◆ Conditions for providing an exclusive right-turn lane the right-turn traffic volume projections are less than indicated in this table:
 - High crash experience
 - Heavier than normal peak flow movements on the main roadway
 - Large volume of truck traffic
 - Highways where sight distance is limited
- ◆ Conditions for NOT requiring a right-turn lane where right-turn volumes are more than indicated in this table:
 - Dense or built-out corridor where space is limited
 - Where queues of stopped vehicles would block the access to the right turn lane
 - Where sufficient length of property width is not available for the appropriate design

(4) The acceleration lane should not interfere with any downstream access connection.

- ◆ The distance from the end of the acceleration lane taper to the next unsignalized downstream access connection should be equal to or greater than the distance found in Table 1.
- ◆ Additionally, if the next access connection is signalized, the distance from the end of the acceleration lane taper to the back of the 90th percentile queue should be greater than or equal to the distance found in Table 1.

(5) Continuous right-turn lanes can provide mobility benefits both for through movements and for the turning vehicles.¹ Access connections within a continuous right turn lane should meet the spacing requirements found in Table 1. However, when combined with crossing left movements, a continuous right-turn lane can introduce additional operation conflicts.

¹Florida Department of Transportation (FDOT), Florida's Driveway Handbook, 2002.

Table 6: Auxiliary Lane Thresholds

G. PROJECTING STREETS

1. STREETS

Streets and traffic lanes shall be properly aligned across an intersection. Proposed streets shall be aligned with existing streets. Where an area is built in phases an obvious effort to preserve future alignment shall be made. Local roads should not have access to principal arterials or high-speed arterials.

Offset intersections are not permitted on any arterial if the offset distance (or clearance between streets) is less than three hundred feet. The minimal allowable offset shall be 250 ft on collector streets and 125 ft on local streets.

Table 7 lists the intersection spacing requirements by functional classification. Each column describes the criteria in relation to identical intersections.

Functional Classification	Intersection Spacing (ft)
Minor Arterial	470
Principal Arterial	870
High Speed Arterial	1320

**Signalized intersections shall not be spaced less than 2640 ft apart.*

Table 7: Intersection Spacing

2. MARGINAL ACCESS STREET

Where a proposed development has residential property fronting a collector road or greater a marginal access street shall be provided. The marginal access street will be parallel to and adjacent to the collector or greater road. The construction of the marginal access street will not relieve the developer of any responsibility or obligation set upon by the Authority.

3. TRAFFIC IMPACT ANALYSIS (TIA)

Where a proposed development is estimated to generate more than 100 peak hour trips, a Traffic Impact Analysis may be required. In the study, the proposed driveways will be analyzed to determine the loss of Level of Service (LOS), if any, and what treatments are necessary for mitigation of such.

SECTION 4. REDEVELOPMENT

Properties with access connections which do not meet the requirements above shall be brought into compliance to the extent possible when modifications to the roadway are made or when a change in use results in one or more of the following conditions:

- When a connection permit is required.
- When plat review is required.
- When site plan review is required.
- When building permit is required.
- When a change in land use(s) occurs on the site that may change the amount or distribution of traffic using any existing access points.
- As road improvements are made within the public right-of-way adjacent to the property.
- When a site experiences an increase of twenty percent or greater in peak hour trips or 100 vehicles per hour in the peak hour, whichever is less, as determined by one of the following methods:

- An estimation based on the latest edition of the ITE Trip Generation Manual for typical land uses, or
- Traffic counts made at similar traffic generators located in the City of McAllen, or
- Actual traffic monitoring conducted during the peak hour of the adjacent roadway traffic for the property.

Normal maintenance and/or repair of an existing access connection shall not be considered a physical change in the access.

If the principal activity on a parcel with access connections which do not meet the regulations of the above is discontinued for a period of one year or more, then that parcel must comply with all applicable access requirements of the above to the extent possible. The property owner should be made aware that the Authority may at any time, when deemed necessary for safety, mobility, and efficiency of the roadway, modify, remove, or relocate any access point, and may redesign the roadway including any medians, auxiliary lanes, and turning movement restrictions.

SECTION 5. VARIANCES

The granting of a variance shall be in harmony with the purpose and intent of this ordinance and shall not be considered until every feasible option for meeting minimum access management standards is explored.

The HCRMA Engineer, or a designee, may authorize a variance to any driveway requirement in this article for which specific approval authority has been granted via the Authority's Board. A request for a variance must be submitted to the HCRMA Engineer's office in writing.

Request for a variance from the standards herein must provide proof of unique or special conditions that make strict application of the provisions impractical, drawings providing sufficient detail to describe the request, and traffic data or any other supporting information. Incomplete requests will be rejected until all items are addressed by the applicant. Any work related to the variance that proceeds without approval of a variance is subject to removal and replacement in accordance with the Authority's design standards at the sole expense of the applicant. The application shall include proof that:

- Indirect or restricted access cannot be obtained; and
- No engineering or construction solutions can be applied to mitigate the conditions; and
- No alternative access is available from a side street

No variance shall be granted where such undue hardship is self-created by applicant.

SECTION 6. DRAINAGE

Applicants will be required to submit information regarding **access or impacts to connected drainage systems to Authority owner or developed projects** as part of the access permitting process. ~~In the case where development does not require a drainage connection to a TXDOT drainage system~~ The Authority will review and approve all matters concerning drainage **including, but not limited to, the design flows, size of conduit/ditch, and routing calculations, as necessary.** In the case where a development does require a drainage connection ~~to the TXDOT drainage system~~, the Authority will review the driveway permit only. ~~The applicant will be required to follow TXDOT's UIR system process to submit for drainage approval through the TXDOT Pharr Area Office.~~

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 – 24

AMENDED AND RESTATED RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2020 EITHER AS TAX-EXEMPT OR TAXABLE BONDS; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS, BOND INSURANCE PROVISIONS, AND OTHER MATTERS PERTAINING TO SUCH BONDS; APPROVING THE PROJECTS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE DESIGNATION AND APPOINTMENT OF A SYNDICATE OF UNDERWRITERS AND APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT, AND AN ESCROW AGREEMENT; APPROVING A SUPPLEMENT TO THE INDENTURE OF TRUST; RATIFYING THE PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

TABLE OF CONTENTS

Page

ARTICLE I

RECITALS

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1	Definitions	3
Section 2.2	Interpretations	7

ARTICLE III

TERMS OF THE BONDS

Section 3.1	Name, Amount, Purpose, Authorization.....	8
Section 3.2	Date, Interest Payment Dates and Principal Installment Payment Date, Initial Bonds, Numbers and Denomination.....	8
Section 3.3	Selling and Delivering the Bonds	8
Section 3.4	Approval, Registration and Initial Delivery	9
Section 3.5	Execution of the Bonds.....	9
Section 3.6	Payment of Principal and Interest	10
Section 3.7	Successor Paying Agent/Registrars	10
Section 3.8	Special Record Date.....	10
Section 3.9	Ownership; Unclaimed Principal and Interest	11
Section 3.10	Book-Entry Only System.....	11
Section 3.11	Successor Securities Depository; Transfer Outside Book-Entry Only System.....	12
Section 3.12	Payments to Cede & Co.....	12
Section 3.13	Registration, Transfer, and Exchange.....	12
Section 3.14	Cancellation of Bonds.....	13
Section 3.15	Mutilated, Lost, or Stolen Bonds	13
Section 3.16	Redemption	14
Section 3.17	Notice of Redemption to Owners	14
Section 3.18	Payment Upon Redemption	15
Section 3.19	Effect of Redemption.....	15
Section 3.20	Limited Obligations	15

ARTICLE IV

FORM OF BONDS

Section 4.1	Forms	16
Section 4.2	CUSIP Registration.....	16

ARTICLE V

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS; ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEFEASANCE

Section 5.1 Security for the Bonds16
Section 5.2 The Bonds Not Payable from Taxes16
Section 5.3 Establishment of Additional Funds and Accounts for the Bonds16
Section 5.4 Flow of Funds17

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 6.1 Selection of Underwriting Syndicate17
Section 6.2 Authorization of a Purchase Agreement17
Section 6.3 Official Statement Approval and Distribution18
Section 6.4 Sale18
Section 6.5 Application of Proceeds18

ARTICLE VII

FEDERAL TAX MATTERS

Section 7.1 Taxable Bonds18
Section 7.2 Federal Income Tax Covenants Relating to Tax-Exempt Bonds18
Section 7.3 Series 2020 Senior Lien Rebate Account20

ARTICLE VIII

CONTINUING DISCLOSURE UNDERTAKING

Section 8.1 Annual Reports21
Section 8.2 Event Notices21
Section 8.3 Limitations, Disclaimers, and Amendments23

ARTICLE IX

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 9.1 Subscription for Securities24
Section 9.2 Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds24
Section 9.3 Payment of Refunded Bonds; Redemption of Refunded Bonds25

ARTICLE X

MISCELLANEOUS

Authorization of Agreements.....34
Section 10.1 Bond Counsel; Appointment, Ratification and Acceptance34
Section 10.2 Related Matters34
Section 10.3 Further Proceedings34
Section 10.4 Severability35
Section 10.5 Open Meeting35
Section 10.6 Paying Agent/Registrar Agreement35
Section 10.7 Parties Interested35
Section 10.8 Repealer35
Section 10.9 Changes to Resolution35
Section 10.10 Effective Date35

LIST OF EXHIBITS

- Exhibit A: Pricing Certificate
- Exhibit B: Paying Agent/Registrar Agreement
- Exhibit C: Escrow Agreement
- Exhibit D: Indenture of Trust

AMENDED AND RESTATED RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2020 EITHER AS TAX-EXEMPT OR TAXABLE BONDS; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS, BOND INSURANCE PROVISIONS, AND OTHER MATTERS PERTAINING TO SUCH BONDS; APPROVING THE PROJECTS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE DESIGNATION AND APPOINTMENT OF A SYNDICATE OF UNDERWRITERS AND APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT, AND AN ESCROW AGREEMENT; APPROVING A SUPPLEMENT TO THE INDENTURE OF TRUST; RATIFYING THE PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

ARTICLE I

RECITALS

WHEREAS, on April 21, 2005, Hidalgo County (the "County") petitioned the Texas Transportation Commission (the "Commission") for authorization to create the Hidalgo County Regional Mobility Authority (the "Authority") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority operates pursuant to Chapters 370 of the Texas Transportation Code, as amended (the "Act") and is authorized to receive and use Vehicle Registration Fees (as defined herein) pursuant to Chapter 502 of the Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the County, pursuant to Section 502.402, Texas Transportation Code, as amended, authorized an Optional County Fee for Transportation Projects in the amount of \$10.00 (per registered vehicle) effective January 1, 2008 (referred to as "Vehicle Registration Fees", as further defined in Article I of this Resolution); and

WHEREAS, the Authorizing Law requires the County to remit to the Authority all revenue derived from the Vehicle Registration Fees to fund long-term transportation projects in the County as further described herein (the “Projects”); and

WHEREAS, it has been found and determined that the implementation of the Projects will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of its tax base resulting in increased revenues to the County and the provision of services to residents; and

WHEREAS, the County and the Authority have entered into that certain Transportation Project and Pledge Agreement (the “Pledge Agreement”), to authorize Projects and cause the transfer of Vehicle Registration Fees to the Authority, which is authorized to pledge such Pledged Vehicle Fee Revenues (as defined herein) to the Bonds (as hereinafter defined) issued to finance the Projects; and

WHEREAS, the Authority, pursuant to the Indenture, the Authorizing Law, and the Pledge Agreement, has pledged the Pledged Vehicle Fee Revenues to pay Debt Service (as defined in the Indenture) of the Bonds, Costs of Issuance (as defined in the Indenture) of the Bonds, and all amounts required to establish and maintain the funds to be established under the Indenture and this Resolution (as herein defined); and

WHEREAS, the Authority issued Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2013 in the original aggregate principal amount of \$61,600,000 (the “Refunded Bonds”) pursuant to an Indenture of Trust (the “Indenture”) by and between the Authority and Wilmington Trust, National Association, as Trustee (the “Trustee”), dated as of November 1, 2013; and

WHEREAS, the Board of Directors of the Authority (the “Board”) has determined that it is in the Authority’s best interest to issue, pursuant to the Indenture, the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2020 (the “Bonds”) in one or more Series, either as tax-exempt or taxable bonds, in the aggregate principal amount not to exceed \$75,000,000, with a maximum repayment term of no more than 40 years and secured by Pledged Revenues (inclusive of the Pledged Vehicle Fee Revenues), for the purpose of financing and refinancing the Projects and to refund, defease and redeem the Refunded Bonds, all pursuant to the authority provided in Chapters 370 and 502, Texas Transportation Code, and Chapters 1201, 1202, 1207 and 1371, Texas Government Code, and upon the terms and conditions and for the purposes herein provided; and

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, the Authority may delegate to the Pricing Committee the authority to execute and finalize certain terms in connection with the issuance of the Bonds authorized by this Resolution, and the Authority desires to delegate to the Pricing Committee such authority as described herein; and

WHEREAS, the Board hereby finds and determines that the refunding of the Refunded Bonds contemplated in this Resolution will benefit the Authority by providing a present value savings in the debt service payable by the Authority, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, pursuant to the authority granted in the Act, the Authorizing Law, and Chapter 1371, Texas Government Code, the Authority has determined to authorize the issuance of the Bonds pursuant to the Indenture and this Resolution for the purpose of providing funds to finance a portion of the Projects; and

WHEREAS, based on the above findings, the Board hereby finds and determines that the issuance and delivery of the Bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, to facilitate the issuance of the Bonds, the Authority finds and determines that it is in the public interest to supplement the Indenture to permit the Authority to procure the Insurance Policy (defined herein) and the Reserve Policy (defined herein) with the Insurer (defined herein); and

WHEREAS, to facilitate the issuance of the Bonds, the Authority shall appoint and delegate certain responsibilities to a Pricing Committee (defined herein), which shall determine the date, interest rates, interest payment dates, principal payment dates, redemption features, form of bonds, principal amount of each Series of Bonds, Series designation, the amount to mature each year, the tax status, and other matters, all as further detailed herein; and

WHEREAS, the Authority is also authorizing the execution and delivery of that certain Indenture and such other documents necessary for the issuance of the Bonds; and

WHEREAS, the Board desires to issue the Bonds in accordance with the requirements of the Indenture and to authorize the execution and delivery of such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith;

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

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1 Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

“Accounting Principles” shall mean the accounting principles described in the notes to the Financial Statements as such principles may be changed from time to time to comply with State laws or regulations.

“Act” shall have the meaning assigned in the recitals of this Resolution.

“Annual Financial Information” shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings “THE VEHICLE REGISTRATION FEES – Table 1 – Vehicle Registration and Vehicle Registration Fee History,”

“DEBT SERVICE REQUIREMENTS – Table 2 – Debt Service Requirements of the Bonds,” “INVESTMENT AUTHORITY – Table 3 – Current Investments” and in Appendix B of the Official Statement.

“Authorizing Law” shall have the meaning assigned in the recitals of this Resolution.

“Blanket Letter of Representations” shall mean the Blanket Letter of Representations between the Authority, the Paying Agent/ Registrar and DTC.

“Bond(s)” shall have meaning assigned in the recitals of this Resolution.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that each anniversary of the Issuance Date and on the date of final maturity of the Tax-Exempt Bonds. The first and last Bond Years may be short periods.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor; provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Commission” shall have the meaning assigned in the recitals of this Resolution.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Costs of Issuance” shall mean all costs to the extent incurred in connection with, and allocable to, the issuance of the Bonds within the meaning of Section 147(g) of the Code.

“County” shall mean Hidalgo County, Texas.

“Dated Date” shall mean the date set forth in the Pricing Certificate.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such participants.

“Escrow Agent” shall mean escrow agent designated in the Pricing Certificate.

“Escrow Agreement” shall mean the escrow agreement by and between the Authority and the Escrow Agent relating to the Refunded Bonds.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, with the web address www.emma.msrb.org.

“Final Computation Date” shall mean the date on which the last bond of the Tax-Exempt Bonds is discharged.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financial Statements” shall mean the audited annual financial statements of the Authority prepared by an independent auditor.

“Fiscal Year” shall mean the year beginning each January 1 and ending the following December 31.

“Indenture” shall mean the Indenture of Trust, dated as of November 1, 2013, between the Authority and the Trustee and attached hereto as Exhibit D.

“Initial Bond” shall mean the Initial Bond authorized by Section 3.2 and as approved in final form by the Pricing Certificate.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall have the meaning as set forth in the Indenture and as further described herein and in the Pricing Certificate.

“Issuance Date” shall mean the date on which each Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Underwriters, as further described in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the final official statement authorized by the Board hereunder to be prepared and distributed in connection with the offering for sale of the Bonds.

“Paying Agent/Registrar” shall mean the Trustee.

“Pledge Agreement” shall have the meaning assigned in the recitals of this Resolution.

“Pledged Revenues” shall have the meaning set forth in the Indenture.

“Pledged Vehicle Fee Revenues” shall have the meaning set forth in the Indenture.

“Pricing Certificate” shall mean the certificate executed by the Pricing Committee, providing the final terms of the Bonds, substantially in the form attached hereto as Exhibit A.

“Pricing Committee” shall mean the Chairman David Deanda, Jr., Vice-Chairman Forrest Runnels and Director Paul Moxley, along with any other person so designated in writing by the Chairman of the Authority to act in this capacity, severally and each of them, who are authorized to act on behalf of the Authority in selling and delivering the Bonds and perform all acts authorized and required of the Pricing Committee set forth in the Resolution and Indenture.

“Principal Installment Payment Date,” shall be the dates set forth in the Pricing Certificate.

“Projects” shall mean the engineering, acquisition, construction and improvement of one or more Authority long-term transportation projects in the County, financed by Pledged Revenues, as approved by the Authority from time to time, and related improvements, including the International Bridge Trade Corridor, SH 365 (Phase 1 and 2), US 281/Military Highway Improvements and the SH 68 projects.

“Project Costs” shall mean any costs associated with the Projects that are authorized under the Authorizing Law to be paid with proceeds of the Bonds.

“Rebate Amount” shall mean that amount related to the Tax-Exempt Bonds, as of each respective Computation Date described in Section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with Section 1.148-3 of the Regulations.

“Record Date” shall mean, for any Interest Payment Date, the fifteenth calendar day of the month immediately preceding such interest payment date.

“Refunded Bonds” shall mean the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2013 in the original aggregate principal amount of \$61,600,000.

“Register” or “Bond Register” shall have the meaning set forth in the Indenture.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Reserve Requirement” shall have the meaning set forth in the Indenture.

“Resolution” shall mean this Resolution and accompanying Pricing Certificate authorizing the issuance of the Bonds, in one or more Series, and all amendments hereof and supplements hereto.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time, adopted by the SEC under the Securities Exchange Act of 1934.

“Senior Lien Parity Bonds” shall have the same meaning assigned in the Indenture.

“Series 2020 Construction Fund” shall mean the account as described in Section 5.3 of the Resolution.

“Series 2020 Debt Service Reserve Account” shall mean the account as described in Section 5.3 of the Resolution.

“Series 2020 Senior Lien Rebate Account” shall mean the account by that name established pursuant to Section 7.2 hereof and such subaccounts as may be established pursuant to the Indenture.

“Series 2020 Reserve Fund Policy” shall mean one or more Reserve Fund Surety Policies as initially approved in the Pricing Certificate in connection with the Bonds.

“SEC” shall mean the United States Securities and Exchange Commission.

“Taxable Bonds” shall mean designated as taxable bonds in the Pricing Certificate.

“Tax-Exempt Bonds” shall mean any Bonds designated as tax-exempt bonds in the Pricing Certificate.

“Trustee” shall mean Wilmington Trust, National Association, and its successors in the capacity.

“Underwriters” shall mean the investment banking firms selected as underwriters as designated in Section 6.1 of this Resolution.

“Vehicle Registration Fees” shall have the meaning set forth in the Indenture.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$75,000,000 and shall be known and designated as “HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS, SERIES 2020”, issued in one or more series and as Tax-Exempt Bonds or Taxable Bonds, each as designated in the Pricing Certificates. The Bonds shall be issued for the purpose of (i) paying the Project Costs, (ii) funding a debt service reserve fund, (iii) refunding, defeasing and redeeming the Refunded Bonds, and (iv) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date, Interest Payment Dates and Principal Installment Payment Date, Initial Bonds, Numbers and Denomination. The Bonds shall be dated the Dated Date, mature in such principal amounts and on such Principal Installment Dates not later than December 1, 2045, and be subject to, all optional and mandatory redemption on the dates, prices and amounts as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates and be payable as set forth in the Pricing Certificate from the later of the Issuance Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months. The Initial Bond shall be numbered I-1 (with such appropriate Series designation as determined in the Pricing Certificate, e.g. IA-1, IB-1) and all other Bonds shall be numbered in sequence beginning with R-1 (with such appropriate Series designation as determined in the Pricing Certificate, e.g. RA-1, RB-1). Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.3 Selling and Delivering the Bonds. As authorized by Chapters 1371 and Chapter 1207, Texas Government Code, as amended, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including, without limitation, the number of Series (or subseries) of Bonds to be issued and the principal amount of each Series or subseries, determining the price at which each Series or subseries of the Bonds will be sold, the Dated Date, the Principal Installment Payment Dates, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, any optional or mandatory sinking fund redemption provisions for the Bonds, the selection of the Bond Insurer or Reserve Fund Surety Provider, if any, and/or all other matters not expressly provided in this Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the Bonds shall have a net effective interest rate of not greater than 5.00%;

(ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the refunding of the Refunded Bonds shall produce present value debt service savings net of any Authority contribution;

(iv) the aggregate principal amount of the Bonds shall not exceed the amount set forth in Section 3.1 hereof;

(v) the Authority may purchase a bond insurance policy and/or Reserve Fund Surety Policy, but may only purchase a bond insurance policy if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be determined in the Pricing Certificate; and

(vi) The Authority shall determine whether the Bonds are Long-Term Obligations or Short-Term Obligations as set forth in the Indenture.

Section 3.4 Approval, Registration and Initial Delivery. The Pricing Committee is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Pricing Committee, the Secretary of the Board and other officials and employees of the Authority are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including the printed facsimile signature) as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of the State of Texas and the registration of the Initial Bond of each Series by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for her) shall be requested to sign manually the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon.

Section 3.5 Execution of the Bonds.

(a) The Bonds shall be signed on behalf of the Authority and by the Chairman of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) In the event that any officer of the Authority whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar

sign the Certificate of Paying Agent/Registrar on all the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Authority, and has been registered by the Comptroller.

(d) On the Issuance Date, one Initial Bond, representing the entire principal amount of all the Bonds, payable in stated installments to the Underwriters, or their designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board of the Authority, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.11.

Section 3.6 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

If the date for the payment of principal or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was originally due.

Section 3.7 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to replace the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.8 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall

establish a new record date for the payment of such interest, to be known as a “Special Record Date.” The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the “Special Payment Date”), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date.

Section 3.9 Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be remitted to the Authority except to the extent that they are required by law to be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.12 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on

the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.12 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in accordance with the Blanket Letter of Representations.

Section 3.13 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized

representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Bond so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond of like maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bonds in lieu of which such Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Authority.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.14 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled by the Paying Agent/Registrar and retained in accordance with the Paying Agent/Registrar's document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Bonds.

Section 3.15 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

The Authority or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the

Paying Agent/Registrar. The Authority or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the Authority and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.16 Redemption. The Bonds are subject to redemption in the manner provided in the Pricing Certificate and the FORM OF BONDS attached as Exhibit A of the Pricing Certificate.

Section 3.17 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of such redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Bonds (or part thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding is to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The Authority reserves the right to give notice of its election or direction to redeem the Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the Authority retains the right to rescind such notice at any time prior to the scheduled redemption date if the Authority delivers a certificate of the Authority to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owner. If the Bonds (or a portion thereof) are subject to conditional redemption and redemption has been rescinded, the Bonds (or the corresponding portion thereof) shall remain Outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 3.18 Payment Upon Redemption.

(a) Before or on each redemption date, the Authority shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Debt Service Fund or otherwise received by the Paying Agent/Registrar from the Authority and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of the Bonds called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bonds to the date of redemption from the money set aside for such purpose.

Section 3.19 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 3.17 of this Resolution, the Bonds or a portion thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or a portion thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds is presented and surrendered for payment on such date.

(b) If the Authority shall fail to make provision for payment of all sums due on a redemption date, then the Bonds or portion thereof shall continue to bear interest at the rate stated on the Bonds until due provision is made for the payment of same.

Section 3.20 Limited Obligations. THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL

REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OR AMOUNT OF VEHICLE REGISTRATION FEES PER VEHICLE. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

ARTICLE IV

FORM OF BONDS

Section 4.1 Forms. The form of Bonds, including the form of the Paying Agent/Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Bonds to be initially issued, shall be substantially in the form of Exhibit A of the Pricing Certificate, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the Underwriters and provided in the Pricing Certificate.

Section 4.2 CUSIP Registration. The Authority may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor Bond Counsel to the Authority are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

ARTICLE V

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS; ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEFEASANCE

Section 5.1 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fees collected by the County (the Pledged Vehicle Fee Revenues), which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds. The Bonds shall be secured by and payable from a senior lien on and pledge of the Pledged Revenues as set forth in the Indenture. Pursuant to a Bond Resolution setting forth the source of funds of the Supplemental Security, Supplemental Security may also be added to the Pledged Revenues, as provided in the Indenture, for the benefit of the Owners of the Bonds.

Section 5.2 The Bonds Not Payable from Taxes. The Owners of the Bonds shall never have the right to demand payment of either the principal of or interest on the Bonds out of any funds raised or to be raised by taxation.

Section 5.3 Establishment of Additional Funds and Accounts for the Bonds.

(a) Pursuant to Article IV of the Indenture, the Authority hereby establishes a separate account within the Construction Fund to be known as the "Series 2020 Construction Fund."

(b) The moneys in the General Fund shall be secured and invested in the manner required by law. The earnings on the investment of the proceeds deposited in the General Fund shall remain in such fund to accomplish the purposes of this Resolution and the Indenture and be applied as provided in Article VII of this Resolution.

(c) Pursuant to Section 4.04 of the Indenture, the Authority hereby establishes a separate account within the Debt Service Reserve Fund to be known as the “Series 2020 Debt Service Reserve Account” in order to satisfy the Reserve Requirement for the Bonds. The proceeds deposited in such accounts are solely for the benefit of the Owners of the Bonds and are pledged to the payment thereof. A surety policy, a cash deposit or a combination of both a surety policy and cash deposit may satisfy the Reserve Requirement for the Bonds.

Section 5.4 Flow of Funds.

(a) Interest on the Bonds shall be payable semiannually. In addition to the transfers described in (b)Section 5.4(b) of this Resolution, Section 4.02 of the Indenture shall apply to the Bonds in respect to the flow of Pledged Vehicle Fee Revenues.

(b) The Authority will transfer all amounts necessary to attain the Reserve Requirement for the Bonds into the Series 2020 Debt Service Reserve Account (which has been separately established for the Bonds) (as applicable) in the same manner and priority as the “Debt Service Reserve Fund” is funded in accordance with Sections 4.02 and 4.04 of the Indenture. However, to the extent that the Authority owes any reimbursement obligations in connection with the Series 2020 Reserve Fund Policy, the Authority shall transfer Pledged Revenues to the Series 2020 Debt Service Reserve Account in increments of at least 1/12th of the aggregate amounts owed in order to pay the amounts owed in connection with a draw on the Series 2020 Reserve Fund Policy.

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 6.1 Selection of Underwriting Syndicate. The investment banking firms of Estrada Hinojosa, Raymond Jones, and Morgan Stanley are hereby appointed as the members of the underwriting syndicate for the sale of the Bonds.

Section 6.2 Authorization of a Purchase Agreement. The Pricing Committee is hereby authorized and directed to execute and deliver on behalf of the Authority a Purchase Agreement providing for the sale of the Bonds to the Underwriters, in such form as determined by the Pricing Committee. The Pricing Committee is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Resolution, which final terms shall be determined to be the most advantageous reasonably attainable by the Authority, such approval and determination being evidenced by the execution of the Purchase Agreement by the Pricing Committee. All officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall initially be registered in the name of the designated representative of the Underwriters as in the Purchase Agreement.

Section 6.3 Official Statement Approval and Distribution. The Authority hereby authorizes the preparation of a Preliminary Official Statement for use in the initial offering and sale of the Bonds and authorizes the Pricing Committee to deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Pricing Committee) final within the meaning and for the purposes of paragraph (b)(1) of the Rule on behalf of the Authority. The Authority hereby authorizes the preparation of an Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters (in the form and with such appropriate variations as shall be approved by the Pricing Committee and the Underwriters) is hereby approved and authorized and the proper officials of the Authority are authorized to sign such Official Statement.

Section 6.4 Sale. The Pricing Committee is hereby authorized and directed to execute and deliver on behalf of the Authority a Purchase Agreement providing for the sale of the Bonds to the Underwriters, in such form as determined by the Pricing Committee. The Pricing Committee is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Resolution, which final terms shall be determined to be the most advantageous reasonably attainable by the Authority, such approval and determination being evidenced by the execution of the Purchase Agreement by the Pricing Committee. The Chairman and all other officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

Section 6.5 Application of Proceeds. Proceeds from the sale of the Bonds (including any other available moneys) shall, promptly upon receipt by the Trustee, be deposited into the applicable funds and applied as provided in the Pricing Certificate.

ARTICLE VII

FEDERAL TAX MATTERS

Section 7.1 Taxable Bonds. The Authority does not intend that the Taxable Bonds will constitute Exempt Securities.

Section 7.2 Federal Income Tax Covenants Relating to Tax-Exempt Bonds. The Authority intends that the Tax-Exempt Bonds will constitute Exempt Securities. To that end, the following covenants apply to the Tax-Exempt Bonds.

(a) *General*. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Authority covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Authority in connection with the Tax-Exempt Bonds.

(b) *No Private Use or Payment and No Private Loan Financing*. The Authority covenants that it will use the proceeds of the Tax-Exempt Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Tax-Exempt Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the

Regulations) that causes the Tax-Exempt Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) *No Federal Guarantee.* The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds.* The Authority covenants not to take any action or omit to take action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) *No Arbitrage Bonds.* The Authority covenants that it will make such use of the proceeds of the Tax-Exempt Bonds (including investment income) and regulate the investment of such proceeds of the Tax-Exempt Bonds so that the Tax-Exempt Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) *Required Rebate.* The Authority covenants that, if the Authority does not qualify for an exception to the requirements of section 148(f) of the Code, the Authority will comply with the requirement that certain amounts earned by the Authority on the investment of the gross proceeds of the Tax-Exempt Bonds, be rebated to the United States.

(a) *Information Reporting.* The Authority covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Tax-Exempt Bonds in accordance with section 149(e) of the Code.

(b) *Record Retention.* The Authority covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Bonds and the Tax-Exempt Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Tax-Exempt Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(g) *Registration.* If the Tax-Exempt Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Tax-Exempt Bonds will be issued in registered form.

(h) *Favorable Opinion of Bond Counsel.* Notwithstanding the foregoing, the Authority will not be required to comply with any of the federal tax covenants set forth above if the Authority has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(i) *Continuing Obligation.* Notwithstanding any other provision of this Resolution, the Authority’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(j) *Official Intent.* For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the Authority, this Resolution serves as the Authority's official declaration of intent to use proceeds of the Tax-Exempt Bonds to reimburse itself from proceeds of the Tax-Exempt Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

Section 7.3 Series 2020 Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "Series 2020 Senior Lien Rebate Account." Amounts deposited to the Series 2020 Senior Lien Rebate Account shall be applied to the payment of the Rebate Amount as instructed by the Authority. The Series 2020 Senior Lien Rebate Account and amounts on deposit therein are not security for the Bonds and are not part of the trust estate.

(b) At least 30 days prior to each Computation Date, the Authority shall calculate the estimated Rebate Amount with respect to each such Computation Date. Based on such calculation, as such calculation may be revised from time to time based on actual earnings on the investment of amounts on deposit in the Funds, Accounts and Subaccounts, the Authority shall advise the Trustee in writing of such amounts as may be necessary to cause the amount on deposit in the Series 2020 Senior Lien Rebate Account to be sufficient to rebate the Rebate Amount to the United States of America as required under the provisions of section 148(f) of the Code, the applicable Regulations thereunder, and the provisions of this Section 7.2 and shall specify in such estimate the amount allocated for such purpose. Within ten days of such notice, the Trustee shall transfer from the Pledged Revenue Fund to the Series 2020 Senior Lien Rebate Account the amounts so specified.

(c) There shall be paid into the Series 2020 Senior Lien Rebate Account on each Computation Date the Rebate Amount in accordance with paragraph (d) below. In addition, all earnings resulting from the investment of amounts on deposit in the Series 2020 Senior Lien Rebate Account shall be credited to the Series 2020 Senior Lien Rebate Account.

(d) On each Computation Date, the Authority shall determine the Rebate Amount and shall give written notice to the Trustee of the Rebate Amount in accordance with Section 11.04 of the Indenture. In making such calculation, the Authority may rely upon an opinion of an Arbitrage Analyst that the method of calculation utilized by the Authority complies with the requirements of section 148 of the Code and section 1.148-3 of the Regulations. If, on any Computation Date, the Authority determines the Rebate Amount to be a negative number, then the Authority shall direct the Trustee in writing to transfer from the Series 2020 Senior Lien Rebate Account to the Revenue Fund an amount equal to such negative Rebate Amount, to the extent that a sufficient amount is then on deposit in the Series 2020 Senior Lien Rebate Account. If on any Computation Date, the Authority determines the Rebate Amount to be a positive number, then the Authority may provide for the payment from moneys available to it other than pursuant to the Indenture, or it may direct the Trustee to immediately transfer the amount necessary to make the amount on deposit in the

Series 2020 Senior Lien Rebate Account equal to the Rebate Amount for such Computation Date to the Series 2020 Senior Lien Rebate Account from the Pledged Revenue Fund on the first day of the following month.

(e) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the Series 2020 Senior Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the Bonds.

ARTICLE VIII

CONTINUING DISCLOSURE UNDERTAKING

Section 8.1 Annual Reports.

(a) The Authority shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the Authority ending in 2020, financial information and operating data with respect to the Authority of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part of such financial information and operating data, the Financial Statements, when and if available. Any Financial Statements so to be provided shall be (i) prepared in accordance with the Accounting Principles, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Authority shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next day by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's internet website or filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 8.2 Event Notices.

(a) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Bonds, or other material events affecting the tax status of the Tax-Exempt Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Authority;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

(13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(15) Incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and;

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 2.1, the Authority intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the Authority to provide the Annual Financial Information and notices of material events in accordance with Section 8.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 8.3 Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall constitute a breach of or default under this Resolution for purposes of any other provisions of this Resolution.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Authority so amends the provision of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 8.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid.

ARTICLE IX

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 9.1 Subscription for Securities. The Pricing Committee is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 9.2 Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Pricing Committee is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Pricing Committee is hereby authorized to execute and deliver, or cause the execution and delivery by the Chairman or Vice Chairman and Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Pricing Committee as evidenced by his execution thereof or the execution thereof by other appropriate officials of the Authority. Alternatively, the Pricing Committee may elect to deposit directly with the trustee for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds.

Section 9.3 Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposit to the Escrow Fund or with the trustee for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from Pledged Revenues, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Resolution calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Resolution and the Pricing Certificate to the trustee for the Refunded Bonds shall constitute the giving of notice of redemption to the trustee for the Refunded Bonds and such trustee is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the resolution(s) authorizing the issuance thereof.

ARTICLE X

BOND INSURANCE

Section 10.1 Application. Notwithstanding anything to the contrary in the Indenture or this Resolution, so long as the Bonds are outstanding and the Insurance Policy is in full force and effect, the provisions of this Article shall apply.

Section 10.2 Definitions. In this Article, the following terms shall have the following meanings:

“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

“Insurer” means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

Section 10.3 Provisions.

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Resolution, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Bonds.

(b) The Insurer shall be deemed to be the sole holder of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take pursuant to the section or article of the Resolution and the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture, the Resolution and each Bond, the Trustee and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or

against the Authority under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(c) The maturity of Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Authority) and the Paying Agent/Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Bonds shall be fully discharged.

(d) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(e) The Insurer shall be included as a third party beneficiary to this Resolution and the Indenture.

(f) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Indenture or the Resolution which permits the purchase of Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Bond so purchased is not cancelled upon purchase.

(g) Any amendment, supplement, modification to, or waiver of, the Resolution, the Indenture or any other transaction document, including any underlying security agreement (each a “Related Document”), that requires the consent of Bondholders or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(h) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondholders or any other person is required in addition to the consent of the Insurer.

(i) Only (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Bonds unless the Insurer otherwise approves. To accomplish defeasance, the Authority shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer (“Accountant”) verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date (“Verification”), (ii) an Deposit Letter Agreement or Escrow Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer “Outstanding” under the Resolution and (iv) a certificate of discharge of the Trustee with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority, Trustee and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the refunding or funding of the escrow. Bonds shall be deemed “Outstanding” under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

(j) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Resolution and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Authority in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(k) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Authority on any Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Authority agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Authority hereby covenants and agrees that the Insurer Advances are secured by a lien on and pledge of the Pledged Revenues and payable from such Pledged Revenues on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

(1) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with

the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Authority to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(m) To the extent permitted by law, the Authority shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document.

(n) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Authority or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Debt Service Reserve Fund to the Reserve Requirement.

(o) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(p) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. _____, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(q) The Insurer shall be provided with the following information by the Authority or Trustee, as the case may be:

(i) Annual audited financial statements within 180 days after the end of the Authority's fiscal year (together with a certification of the Authority that it is not aware of any default or Event of Default under the Indenture), and the Authority's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of

the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds;

(iii) Notice of any default known to the Trustee or Authority within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee or the Paying Agent/Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Authority commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

(r) In addition, all information furnished pursuant to Article VIII hereof shall also be provided to the Insurer, simultaneously with the furnishing of such information. The Insurer shall have the right to receive such additional information as it may reasonably request. The Authority will permit the Insurer to discuss the affairs, finances and accounts of the Authority or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Authority and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Authority on any business day upon reasonable prior notice.

(s) Notwithstanding satisfaction of the other conditions to the issuance of Additional Senior Lien Parity Bonds set forth in this Resolution and the Indenture, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Series 2020 Debt Service Reserve Account is fully funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Senior Lien Parity, in either case unless otherwise permitted by the Insurer.

(t) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution or Indenture would adversely affect the security for the Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(u) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(v) The Authority shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Pledged Revenues without the prior written consent of the Insurer.

(w) As to any Bonds issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the trustee for the refunded bonds, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the refunded bonds shall have occurred.

ARTICLE XI

RESERVE FUND SURETY POLICY

Section 11.1 Application. Notwithstanding anything to the contrary in the Indenture or this Resolution and so long as each Reserve Policy is in full force and effect, the provisions of this Article shall apply.

Section 11.2 Definitions. In this Article, the following terms shall have the following meanings:

“Insurer” means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

“Reserve Fund” means the debt service reserve fund established for each applicable series of the Bonds.

“Reserve Policy” means one or more debt service reserve insurance policies issued by the Insurer in satisfaction of the Reserve Requirement for the Bonds and deposited in the Series 2020 Debt Service Reserve Account. The Reserve Policy shall constitute a Reserve Fund Surety Policy for purposes of the Indenture.

Section 11.3 Provisions.

(a) The Authority shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. “Late Payment Rate” means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the

Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(b) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

(c) As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

(d) All cash and investments in the Reserve Fund shall be transferred to the debt service fund for payment of debt service on Bonds before any drawing may be made on the Reserve Policy or any other credit facility credited to the Reserve Fund in lieu of cash ("Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) If the Authority shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Resolution, other than remedies which would adversely affect owners of the Bonds.

(f) This Resolution shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The Authority's obligation to pay such amounts shall expressly survive payment in full of the Bonds.

(g) The Authority shall include any Policy Costs then due and owing the Insurer in the calculation of the additional bonds test in the Indenture.

(h) In order to secure the authority's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of the Insurer a security interest (subject only to the priority of payment provisions set forth under this Resolution) in Pledged Revenues.

(i) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test in this Resolution.

(j) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Authority with the Trustee to the debt service fund for the Bonds more often than semi-annually, the Trustee shall be instructed to give notice to the Insurer of any failure of the Authority to make timely payment in full of such deposits within two business days of the date due.

(k) The Authority will pay or reimburse the Insurer, solely from the Pledged Revenues, to the extent permitted by law and subject to appropriation, any and all reasonable charges, fees, costs, losses, liabilities and expenses which the Insurer may pay or incur, including, but not limited to, reasonable fees and expenses of attorneys, accountants, consultants and auditors and costs of investigations, in connection with (i) any accounts established to facilitate payments under the Reserve Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of the Reserve Policy, this Resolution or any other document executed in connection with the Bonds (the "Related Documents"), including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Authority) relating to the Reserve Policy, this Resolution, or any other Related Document, any party to the Reserve Policy, this Resolution or any other Related Document or the transactions contemplated by the Related Documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Reserve Policy, this Resolution or any other Related Document, if any, or the pursuit of any remedies under the Reserve Policy, this Resolution or any other Related Document, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, (iv) any amendment, waiver or other action with respect to, or related to the Reserve Policy, this Resolution, the Reserve Policy or any other Related Document whether or not executed or completed, or (v) any action taken by the Insurer to cure a default or termination or similar event (or to mitigate the effect thereof) under this Resolution or any other Related Document; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Insurer spent in connection with the actions described in clauses (ii) through (v) above. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Reserve Policy, this Resolution or any other Related Document. Amounts payable by the Authority hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Authorization of Agreements. The Board hereby approves issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the following: the Paying Agent/Registrar Agreement by and between the Authority and Wilmington Trust, National Association, in substantially the form attached hereto as Exhibit B; the Bond Purchase Agreement by and between the Authority and the Underwriters, authorized in Section 6.4 of this Resolution; the Escrow Agreement by and between the Authority and Wilmington Trust, National Association, in substantially the form attached hereto as Exhibit C; the Reserve Policy Agreement in substantially the form attached hereto as Exhibit D; and the Supplemental Indenture of Trust in substantially the form attached hereto as Exhibit E. The Authority has previously enacted entered into the Indenture of Trust by and between the Authority and Wilmington Trust, National Association, as Trustee, attached hereto as Exhibit F, and the DTC Letter of Representation between DTC and the Authority (collectively, the “Agreements”) and the Board hereby confirms and ratifies the terms and provisions of the Indenture of Trust and the DTC Letter of Representation. The Board, by a majority vote of its members, at a regular meeting, hereby ratifies and/or approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements, as applicable.

Section 12.2 Bond Counsel; Appointment, Ratification and Acceptance. The appointment of Bracewell LLP, Houston, Texas, as Bond Counsel and Disclosure Counsel for the issuance of the Bonds is hereby ratified. The terms and provisions of the engagement letter are hereby approved and ratified for all purposes.

Section 12.3 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of each Series of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority’s obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, the consent of any Bond Insurer or issuer of a Reserve Fund Surety Policy, Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority’s permanent records.

Section 12.4 Further Proceedings. The Chairman, Vice Chairman, Secretary, and other appropriate officials of the Authority are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution,

including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 12.5 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12.6 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was determined to be open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended, and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act.

Section 12.7 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 12.8 Reserve Policy Agreement. The form of agreement is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 12.9 Supplemental Indenture of Trust. The form of supplement to the Indenture is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 12.10 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, the Underwriters and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, the Underwriters and the Owners of the Bonds.

Section 12.11 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

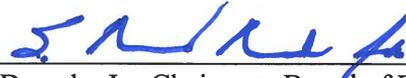
Section 12.12 Changes to Resolution. The Authority's Executive Director is hereby authorized to make changes to the text of this Resolution if necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the Bonds herein authorized.

Section 12.13 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

[Remainder of page intentionally left blank]

PASSED AND APPROVED this 25th day of August, 2020.

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: /s/ 
S. David Deanda, Jr., Chairman, Board of Directors

ATTEST:

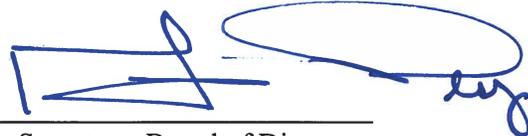
By: /s/ 
Ricardo Perez, Secretary, Board of Directors

EXHIBIT A
PRICING CERTIFICATE

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT C
ESCROW AGREEMENT

EXHIBIT D

SUPPLEMENTAL INDENTURE OF TRUST

FIRST SUPPLEMENT TO INDENTURE OF TRUST

By and Between

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,
the Authority

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF AUGUST 1, 2020

SECURING

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS
AS MAY BE ISSUED FROM TIME TO TIME

TABLE OF CONTENTS

Page

[TO COME]

FIRST SUPPLEMENT TO INDENTURE OF TRUST

This First Supplement to Indenture of Trust, dated as of August 1, 2020 (this “Supplemental Indenture”), is made by and between the Hidalgo County Regional Mobility Authority, a body politic and corporate and political subdivision of the State of Texas organized under Chapter 370, Texas Transportation Code (the “Authority”), and Wilmington Trust, National Association, a national banking corporation, as trustee (together with any successor trustee hereunder, the “Trustee”). Unless otherwise indicated, defined terms used herein are used as defined in the below-referenced Indenture.

WITNESSETH

WHEREAS, on April 21, 2005, Hidalgo County, Texas (the “County”) petitioned the Texas Transportation Commission (the “Commission”) for authorization to create the Authority pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority operates pursuant to Chapter 370 of the Texas Transportation Code, as amended (the “Act”) and may receive Vehicle Registration Fees (as defined herein) pursuant to Chapter 502 of the Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the “Authorizing Law”); and

WHEREAS, the County is authorized by Section 502.402, Texas Transportation Code, as amended, to adopt an order authorizing the adoption and implementation of an Optional County Fee for Transportation Projects in the amount of \$10.00 (per registered vehicle) effective January 1, 2008 (referred to as “Vehicle Registration Fees”, as further defined in Article I of this Indenture); and

WHEREAS, the Authorizing Law requires the County to remit all revenue derived from the Vehicle Registration Fees to the Authority to fund long-term transportation projects in the County (the “Projects”); and

WHEREAS, it has been determined that the implementation of the Projects will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of its tax base resulting in increased revenues to the County and the provision of services to residents; and

WHEREAS, the County and the Authority have entered into that certain Transportation Project and Pledge Agreement (the “Pledge Agreement”), to authorize the Projects and make available and transfer Vehicle Registration Fees to the Authority, which is authorized to pledge such Vehicle Registration Fees to any Senior Lien Parity Bond (as defined in the Indenture) or Inferior Lien Bond (as defined in the Indenture) issued to finance the Projects; and

WHEREAS, the Authority, pursuant to Authorizing Law and the Pledge Agreement, shall pledge and use such Pledged Vehicle Fee Revenues (as defined in the Indenture) to pay Debt Service (as defined in the Indenture) of the Senior Lien Parity Bonds, Costs of Issuance (as defined in the Indenture) of the Senior Lien Parity Bonds, and all amounts required to establish and maintain the funds under the Indenture and the Bond Resolutions (as defined in the Indenture); and

WHEREAS, in order to further secure the Senior Lien Parity Obligations (as defined in the Indenture), the Authority entered into an indenture of trust dated as of November 1, 2013 (the “Indenture”) by and between Hidalgo County Regional Mobility Authority and Wilmington Trust, National Association; and

WHEREAS, the Authority is issuing the “Hidalgo County Regional Mobility Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2020“ (the “Series 2020 Bonds”) as a Senior Lien Parity Obligation a portion of which will be used to defease, refund, and retire all of the Senior Lien Parity Bonds then Outstanding; and

WHEREAS, based on the issuance of the Series 2020 Bonds and the defeasance and refunding of the Senior Lien Bonds then Outstanding, there will be no Owners of Senior Lien Parity Bonds and the Authority may enter into a supplemental indenture pursuant to Section 10.02 of the Indenture to enact any modification, change or amendment of the Indenture; and

WHEREAS, the Board of Directors of the Authority has determined that it is in the best interest of the Authority to amend the Indenture to allow greater flexibility in selection of a provider of a debt service reserve fund surety policy; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been authorized by a resolution of the Authority.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance, or provision, as applicable, of the Senior Lien Parity Obligations by the Owners or providers, as applicable, thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners, or providers, as applicable, from time to time of the Senior Lien Parity Obligations, as follows:

[END OF RECITALS]

ARTICLE I

AMENDMENTS TO INDENTURE

Section 1.01. Amended Definitions.

(a) The following defined terms of Section 1.01 of the Indenture shall be deleted from the Indenture in their entirety and replaced with the following defined terms:

“Reserve Fund Surety Policy” shall mean an (i) insurance policy or a (ii) “credit agreement” defined by Chapter 1371, Texas Government Code, in a principal amount equal to the portion of the Reserve Requirement(s) to be satisfied and issued by a financial institution or insurance company with a rating, at the time of issuance of the Senior Lien Parity Bonds, and deposit into the Debt Service Reserve Fund, for its long term unsecured debt or claims paying ability of at least “A” or its equivalent by at least one nationally recognized statistical rating organization.

(b) All remaining terms and definition of the Indenture not specifically amended above shall remain in full force and effect and shall have the full meaning ascribed to them in the Indenture.

[END OF ARTICLE I]

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Indenture to Remain in Full Force. This Supplemental Indenture shall amend the Indenture only as specifically provided herein, but shall also supplement the Indenture with respect to the provisions contained herein. Except as amended and supplemented by this Supplemental Indenture, the Indenture shall remain in full force and effect, including without limitation, the provisions relating to the security and source of payment for the parity obligation and the issuance and incurrence of Senior Lien Parity Obligations.

Section 2.02. Authority. This Supplemental Indenture is executed and delivered pursuant to the Act and the Indenture.

The Authority may, at any time, for convenience of the Authority, the Trustee or the Owners of the Senior Lien Parity Obligations, issue an amended and restated indenture incorporating the amendments made by this Supplemental Indenture.

Section 2.03. Governing Law. This Indenture shall be governed in all respects, including validity, interpretation and effect, by, and shall be enforceable in accordance with, the laws of the State of Texas without regard to conflict of law principles.

Section 2.04. Severability. If any provision of this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Senior Lien Parity Obligations, the Bond Resolutions or in this Indenture shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Section 2.05. Successors and Assigns. This Indenture shall be binding upon the Authority and the Trustee and their successors and assigns.

Section 2.06. Execution in Several Counterparts. This Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

[END OF ARTICLE II]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT E

RESERVE POLICY AGREEMENT

EXHIBIT F
INDENTURE OF TRUST

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 –25

APPROVING THE FIRST READING OF THE HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY’S AMENDED AND RESTATED
BYLAWS

THIS RESOLUTION is adopted this 22nd day of September, 2020, 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 was created by Order of the 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; and

WHEREAS, the bylaws of the Authority were originally adopted on October 2, 2006, with a First Amendment to such bylaws adopted by Resolution 2008-11 on May 20, 2008; and

WHEREAS, on August 27, 2014, the Board considered and approved the First Reading of the Amended and Restated Bylaws of the Hidalgo County Regional Mobility Authority by Resolution 2014-80; and the Second and Final Reading on September 24, 2014 by Resolution 2014-80.1; and

WHEREAS, on March 26, 2015, the Board considered and approved the First Reading of the Amended and Restated Bylaws of the Hidalgo County Regional Mobility Authority by Resolution 2015-08; and the Second and Final Reading March 22, 2016 by Resolution 2016-39; and

WHEREAS, on August 25, 2020, the Board considered and approved, upon First Reading of the Amended and Restated Bylaws of the Hidalgo County Regional Mobility Authority by Resolution 2020-20; and

WHEREAS, the Board finds it to be in the best interest of the Authority to amend and restate the bylaws to capture additional statutory and regulatory requirements; and, in order to provide adequate review of the proposed changes, agrees to adopt such provisions to the bylaws in two readings;

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

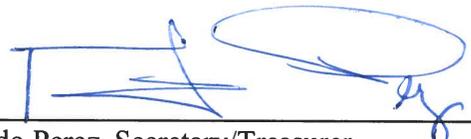
restated.

Section 2. The Board hereby approves the Second and Final Reading of the Amended and Restated Bylaws of the Hidalgo County Regional Mobility Authority, as previously approved in the First Reading on August 25, 200, attached hereto as Exhibit A (including a redline highlighting the changes to the bylaws).

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 22nd day of September, 2020, at which meeting a quorum was present, and that the same now appears of record in its official minutes.



S. David Deanda Jr., Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A
AMENDED AND RESTATED BYLAWS OF THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

**AMENDED AND RESTATED BYLAWS OF THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The bylaws of the Hidalgo County Regional Mobility Authority (the “Authority”), initially adopted by the Authority on October 12, 2006, and amended by that First Amendment to the Bylaws on May 20, 2008, and Amended and Restated on March 26, 2015 is hereby amended and restated as provided below by the Board of Directors of the Authority on August 25, 2020.

§ 1. The Authority

These bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Hidalgo County Regional Mobility Authority (the “Authority”), a regional mobility authority authorized and existing pursuant to Chapter 370 of the Texas Transportation Code, as the same may be amended from time to time (the “RMA Act”), as well as rules adopted by the Texas Department of Transportation (“TxDOT”), as may be amended from time to time, concerning the operation of regional mobility authorities, located at Title 43 Texas Administrative Code, Rule 26.01, *et seq.* (the “RMA Rules”).

- a. The Authority was created pursuant to Texas Transportation Commission (the “Commission”) Minute Order Number 110315 adopted by the Commission on November 17, 2005.
- b. The Authority is a political subdivision of the State of Texas.

§ 2. Principal Office

The domicile and principal office of the Authority shall be in Hidalgo County.

§ 3. General Powers

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the “Board”), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas (the “State”), the RMA Act, the RMA Rules, and these bylaws.

§ 4. Initial Board

- a. The initial Board of the Authority shall be composed of seven (7) Directors, appointed as follows:
 - (1) The Governor shall appoint one (1) Director, who shall serve as the presiding officer of the Board. The Governor’s Appointee must be a resident of Hidalgo County.
 - (2) The Commissioners Court of Hidalgo County shall appoint five (5) Directors, two (2) with terms of two (2) years and three (3) with terms of (1) year. Each Director must be a resident of Hidalgo County.

- (3) The City of McAllen shall recommend one (1) Director with a term of two (2) years to the Commissioners Court of Hidalgo County for appointment to the Authority. Such Director may be a resident of the City of McAllen and must be a resident of Hidalgo County.
- b. The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them through February 1 of the year in which the term of each initial Director expires.
- c. Directors may be reappointed at the discretion of the entity which appointed them.
- d. Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors

- a. When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed Director expires, the entity that appointed or recommended the Director whose term is expiring shall appoint or recommend a successor to that Director.
- b. Subject to Section 7 of these bylaws, each successor to an initial Director, and each Director thereafter appointed, shall be appointed for a two (2)-year term commencing on February 2 of the year of appointment and expiring on February 1 two (2) years later. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws or provisions of state law.
- c. Upon the admission of a new entity into the Authority, the number of Directors may be increased in accordance with any then-applicable laws and regulations.
- d. In the event that the addition or withdrawal of a county from the Authority results in ~~an~~ even number of Directors on the Board, the governor shall appoint an additional Director.
- e. Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

§ 6. Qualifications of Directors

- a. All Directors will have and maintain the qualifications set forth in this Section 6 and in the RMA Act or RMA Rules.
- b. All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.

- c. Each Director appointed by the Commissioners Court of Hidalgo County or recommended by a municipality located within Hidalgo County must be a resident of the County at the time of their appointment. All gubernatorial appointees must also be residents of Hidalgo County at the time of his or her respective appointments.
- d. An elected official is not eligible to serve as a Director.
- e. An employee of a city, county, or other governmental entity located wholly or partly within the boundaries of the Authority is not eligible to serve as a Director. An employee of TxDOT is not eligible to serve as a Director.
- f. A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.
- g. A person who owns an interest in real property that will be acquired for an Authority project is not eligible to serve as a Director, if it is known at the time of the person's proposed appointment that the property will be so acquired.
- h. A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:
 - (1) is employed by or participates in the management of a business entity or other organization, other than a governmental entity, that is regulated by or receives money from TxDOT, the Authority, or Hidalgo County, unless the Commission approves an exception;
 - (2) owns or controls, directly or indirectly, more than a ten ~~(10)~~ percent (10%) interest in a business entity or other organization that is regulated by or receives money from TxDOT, the Authority, or Hidalgo County, other than compensation for acquisition of highway right-of-way;
 - (3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT, ~~or~~ the Authority, or Hidalgo County;
 - (4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation; or
 - (5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT, the Authority, or Hidalgo County.
- i. A person is not ineligible to serve as a Director or Executive Director of the

Authority if the person has received funds from TxDOT for acquisition of highway right-of-way, unless the acquisition was for a project of the Authority.

- j. All Directors shall annually certify ~~to the Secretary of the Board~~ that he or she is qualified to serve as a Director of the Authority, pursuant to and in accordance with these bylaws, the RMA Act, and the RMA Rules, as may be amended. Such certification shall be made in a form as provided by the Authority; provided, however, that the submission ~~to the Secretary~~ of those similar certifications required by the State of Texas shall satisfy this requirement.

§ 7. Vacancies

A vacancy on the Board shall be filled promptly by the entity that made the appointment that falls vacant. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position. Reappointment to a full term is permitted thereafter.

§ 8. Resignation and Removal

- a. Resignation. A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director.
- b. Removal. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the RMA Act, the RMA Rules, or these bylaws; or, if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than half of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive Director shall notify the Chairman of the potential ground for removal. The Chairman then shall notify the entity that appointed such Director of potential ground for removal. Additionally, the Hidalgo County Commissioners Court or the City Council may respectively remove a Director appointed by that entity for cause. A Director shall be considered removed from the Board only after the Authority receives notice of removal from the entity that appointed such Director.

§ 9. Compensation of Directors

Directors shall serve without compensation, but will be reimbursed for their actual expenses of attending each meeting of the Board and for such other expenses as may be reasonably incurred in their carrying out the duties and functions as set forth herein.

§ 10. Conflicts of Interest; Ethics and Compliance

- a. A Director or employee of the Authority shall not:

- (1) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director or employee in the discharge of official duties on behalf of the Authority or that the Director or employee knows or should know is being offered with the intent to influence the Director or employee's official conduct;
 - (2) accept other employment or engage in a business or professional activity that the Director or employee might reasonably expect would require or induce the Director or employee to disclose confidential information acquired by reason of the official position;
 - (3) accept other employment or compensation that could reasonably be expected to impair the Director's or employee's independence of judgment in the performance of the Director's or employee's official duties;
 - (4) make personal investments, including investments of a spouse, that could reasonably be expected to create a substantial conflict between the Director's or employee's private interest and the interest of the Authority or that could impair the ability of the Director or employee to make independent decisions;
 - (5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the Director's or employee's official powers or performed the Director's or employee's official duties in favor of another;
 - (6) have a personal interest in an agreement executed by the Authority; or
 - (7) contract with the Authority or be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority.
- b. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including Chapters 171 or 176 of the Texas Local Government Code and any conflict of interest policy adopted by the Board.
- c. The Authority shall adopt a written internal compliance and ethics program within the first anniversary of its creation. The ethics and compliance program shall satisfy the requirements of Rule 10.51 of Title 43, Texas Administrative Code, and shall:
- (1) be designed to detect and prevent violations of the law, including regulations, and ethical standards applicable to the entity or its officers or employees; and
 - (2) provide that:
 - (A) High-level personnel are responsible for oversight of compliance

with the program's standards and procedures;

- (B) Appropriate care is being take to avoid the delegation of substantial discretionary authority to individuals whom the Authority knows, or should know have a propensity to engage in illegal activities;
- (C) Compliance standards and procedures are effectively communicated to all of the Authority's employees and Board by requiring them to participate in periodic training in ethics and the requirements of the compliance program;
- (D) Compliance standards and procedure are effectively communicated to all of the Authority's agents;
- (E) Reasonable steps are being taken to achieve compliance by using monitoring and auditing systems reasonably designed to detect non-compliance and providing and publicizing a system for reporting noncompliance without fear of retaliation;
- (~~FE~~) Consistent enforcement of compliance standards and procedures is administered through appropriate disciplinary mechanisms;
- (~~GD~~) Reasonable steps are taken to respond appropriately to detected offenses and to prevent future offenses; and
- (~~HE~~) A written code of conduct ~~for employees~~ is adopted to address record retention, fraud, equal opportunity employment, bullying, sexual harassment and misconduct, conflicts of interest, personal use of Authority property, and gifts and honoraria.

§ 11. Additional Obligations of Directors

Directors shall comply with additional requirements provided by the RMA Act and RMA Rules, including:

- a. The requirement to file an annual personal financial statement with the Texas Ethics Commission as provided by §370.2521 of the RMA Act;
- b. The requirement to complete training on the RMA's responsibilities under the Open Meetings Act and the Public Information Act as provided by §§551.005 and 552.012 of the Texas Government Code;
- c. The nepotism laws under Chapter 573, Texas Government Code; and
- d. The HCRMA Ethics and Compliance Program as adopted by the Board under

Title 43 of the Texas Administrative Code, Rule 10.51.

§ 12. Meetings

- a. Regular Meetings. All regular meetings of the Board shall be held in Hidalgo County, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four (4) regular meetings shall be held during each calendar year.
- b. Special Meetings. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three (3) Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three (3) Directors, if they call the meeting.
- c. Agendas. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three (3) Directors shall be set by those Directors.
- d. Chairman-Pro Tem. In the event that neither the Chairman or Vice Chairman is available to preside over the called meeting of the Board at which a quorum is present, the Directors present at the meeting may elect a Chairman-ProTem to preside over the meeting.

§ 13. Voting; Quorum

- a. Voting. Each Director, including the Chairman, has equal voting status and may vote on Authority matters.
- b. Quorum. A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action to be taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the rights and to perform all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

§ 14. Meetings by Telephone

As authorized by §370.262 of the RMA Act, the Board, committees of the Board, staff, or any combination thereof, may participate in and hold open or closed meetings by means of teleconference or other electronic communications equipment by which all persons participating in the meeting can communicate with each other and at which public participation is permitted by a speaker telephone or other electronic communications equipment at a conference room of the Authority or other facility in a

county of the Authority that is accessible to the public. Such meetings are subject to the notice requirements set forth in §§551.125(c) – (f) of the Texas Open Meetings Act, however they are not subject to the additional requirements of §§551.125(b) of the Act. The notice must state the location where members of the public can attend to hear those portions of the meeting open to the public. Participation in a meeting pursuant to this Section 14 constitutes being present in person at such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under Section 17 of these bylaws. Each part of a meeting conducted by telephone conference call or other electronic means that by law must be open to the public shall be accessible to the public at the location specified in the notice and shall be tape-recorded and documented by written minutes. On conclusion of the meeting, the tape recording and the written minutes of the meeting shall be made available to the public within a reasonable period of time.

§ 15. Procedure

All meetings of the Board and its committees shall be conducted generally in accordance with Robert’s Rules of Order pursuant to statutorily proper notice of meeting posted as provided by law. The Chairman at any time may change the order of items to be considered from that set forth in the notice of meeting, provided that all agenda items that require a vote by the Board shall be considered at the meeting for which they have been posted. To the extent procedures prescribed by applicable statutes, the RMA Rules or these bylaws conflict with Robert’s Rules of Order, the statutes, the RMA Rules, or these bylaws shall govern.

§ 16. Committees

- a. Executive Committee. The Authority shall establish an Executive Committee, consisting of the officers of the Authority as identified in Section 21, and such other members as the Chairman may direct. Meetings of the Executive Committee shall be conducted on no less than three (3) days’ notice to the Executive Committee members, unless such members agree to waive this notice requirement. A majority of the members of the Executive Committee constitutes a quorum of the Committee, and the vote of a majority of the members present at a meeting at which a quorum is present will be necessary for any action taken by the Executive Committee. Minutes shall be kept of all meetings of the Executive Committee. Consistent with this Section 16, the Executive Committee shall have and may exercise all of the authority of the Board, subject to the limitations imposed by applicable law; provided, however, that the Executive Committee shall not enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority, except to the extent explicitly authorized in a resolution of the Board. Actions requiring Board approval shall be submitted to the Board as recommendations of the Executive Committee.

- b. Ad Hoc and Standing Committees. The Chairman at any time may designate from among the Directors one or more ad hoc or standing committees, each of which shall be comprised of three (3) or more Directors, and may designate one (1) or more Directors as alternate members of such committees, who may, subject to any limitations imposed by the Chairman, replace absent or disqualified members at any meeting of that committee. The Chairman serves as an ex-officio member of each committee.
- c. Authority of Committees. If approved by resolution and passed by a majority vote of the Board, a committee shall have and may exercise all of the authority of the Board, to the extent provided in such resolution and subject to the limitations imposed by applicable law; provided that no Committee shall be authorized to enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority. All contracts and expenditures of the Authority shall be made by the Board of Directors.
- d. Committee Members. The Chairman shall appoint the chairman of each committee, as well as Directors to fill any vacancies in the membership of the committees. At the next regular meeting of the Board following the Chairman's formation of a committee, the Chairman shall deliver to the Directors and the Secretary a ~~written~~ description of the committee, including (a) the name of the committee, (b) whether it is an ad hoc or standing committee, (c) its assigned function(s) and/or task(s), (d) whether it is intended to have a continuing existence or to dissolve upon the completion of a specified task and/or the occurrence of certain events, (e) the Directors designated as members and alternate members to the committee, and its chairman, and (f) such other information as requested by any Director. The Secretary shall enter such written description into the official records of the Authority. The Chairman shall provide a written description of any subsequent changes to the name, function, task, term, or composition of any committee in accordance with the procedure described in the preceding two sentences. A committee also may be formed by a majority vote of the Board, which vote (and not independently the Chairman) also shall specify the committee's chairman and provide the descriptive information otherwise furnished by the Chairman in accordance with the preceding three sentences.
- e. Committee Meetings. A meeting of any committee formed pursuant to this Section 16 may be called by the Chairman, the chairman of the applicable committee, or by any two members of the committee. All committees comprised of a quorum of the Board shall keep regular minutes of their proceedings and report to the Board as required. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed upon the Board or the individual Director by law. To the extent applicable, the provisions of these bylaws relating to meetings, quorums, meetings by telephone, and procedure shall govern the meetings of the Board's committees.

§ 17. Notice of Meetings

Notice of each meeting of the Board shall be sent by mail, electronic mail, or facsimile to all Directors entitled to vote at such meeting. If sent by mail, such notice will be deemed delivered when it is deposited in the United States mail with sufficient postage prepaid. If sent by electronic mail or facsimile, the notice will be deemed delivered when transmitted properly to the correct email address or number, provided that an additional copy of such notice shall be sent by overnight delivery as confirmation of the notice sent by electronic mail or facsimile. Such notice of meetings also may be given by telephone, provided that any of the Chairman, Executive Director, Secretary, or their designee speaks personally to the applicable Director to give such notice.

§ 18. Waiver of Notice

Whenever any notice is required to be given to any Director by statute or by these bylaws, a written waiver of such notice signed by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be deemed equivalent to the giving of such notice.

§ 19. Attendance as Waiver

Attendance of a Director at a meeting of the Board or a committee thereof will constitute a waiver of notice of such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§ 20. Officers

The officers of the Authority shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held simultaneously by the same person. The individuals elected as officers shall not be compensated for their service as officers. However, officers shall be reimbursed for all expenses incurred in conducting proper Authority business and for travel expenses incurred in the performance of their duties. If desired, the Board may also designate an Assistant Secretary and Assistant Treasurer, who shall also be considered officers of the Authority.

§ 21. Election and Term of Office

Except for the office of Chairman, which is filled by the Governor's appointment, officers will be elected by the Board for a term of one (1) year, subject to Section 22 of these bylaws. The election of officers to succeed officers whose terms have expired shall be by a vote of the Directors of the Authority at the first meeting of the Authority held after February 1 of each year or at such other meeting as the Board determines.

§ 22. Removal and Vacancies of Officers

Each officer shall hold office until a successor is chosen and qualified, or until the officer's death, resignation, or removal, or, in the case of a Director serving as an officer, until such officer ceases to serve as a Director. Any officer, except the Chairman, may resign at any time upon giving written notice to the Board. The Chairman may resign at any time upon giving written notice to the Board and the Governor. Any officer except the Chairman may be removed from service as an officer at any time, with or without cause, by the affirmative vote of a majority of the Directors of the Authority. The Directors of the Authority may at any meeting vote to fill any vacated officer position except the Chairman position due to an event described in this Section 22 for the remainder of the unexpired term.

§ 23. Chairman

The Chairman is appointed by the Governor and is a Director of the Authority. The Chairman shall appoint all committees of the Board as specified in these bylaws (except as otherwise provided in Section 16 of these bylaws), call all regular meetings of the Board, and preside at and set the agendas for all meetings of the Board (except as provided in the concluding sentence of Section 12 of these bylaws). The Chairman shall ~~further~~ review and approve all requests for reimbursement of expenses sought by the Executive Director.

§ 24. Vice Chairman

The Vice Chairman must be a Director of the Authority. During the absence or disability of the Chairman, upon the Chairman's death (and pending the Governor's appointment of a successor new Chairman), or upon the Chairman's request, the Vice Chairman shall perform the duties and exercise the authority and powers of the Chairman.

§ 25. Secretary

The Secretary need not be a Director of the Authority, The Secretary shall:

- a. keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority;
- b. attend to the giving and serving of all notices of meetings of the Board and its committees and such other notices as are required by the office of Secretary and as may be directed by the RMA Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director;
- c. seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon;

- d. execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law or Board resolution require attestation;
- e. certify resolutions of the Board and any committee thereof;
- f. maintain custody of the corporate seal, minute books, accounts, and all other official documents and records, files and contracts that are not specifically entrusted to some other officer or depository; and
- g. hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

§ 26. Treasurer

The Treasurer need not be a Director of the Authority. The Treasurer shall:

- a. execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all of such requisitions;
- b. execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority;
- c. maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories;
- d. render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority;
- e. give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority;
- f. invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and
- g. hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

§ 27. Administrators

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in Board Resolutions. Any administrator may be removed, with or without cause, at any time by the Executive Director. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director and the Executive Director's expense reimbursements shall be approved by the Executive Committee.

§ 28. Executive Director

- a. The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board.
- b. In addition, the Executive Director:
 - (1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;
 - (2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations as described in Section 37 of these bylaws;
 - (3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in Section 37 of these bylaws;
 - (4) at the invitation of the Hidalgo County Commissioners Court or of the city council of a municipality located within the County, shall appear, with representatives of the Board, before the inviting body to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;
 - (5) may execute inter-agency and interlocal contracts and service contracts approved by the Board;
 - (6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and
 - (7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the Board.
- c. The Executive Director may delegate the foregoing duties and responsibilities as

the Executive Director deems appropriate; provided such delegation does not conflict with applicable law or any express direction of the Board.

§ 29. Interim or Outsourced Executive Director

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority. Alternatively, the Board may contract with any municipality in Hidalgo County through an interlocal agreement to provide administrative and other professional services in lieu of or in addition to hiring an Executive Director.

§ 30. Indemnification by the Authority

- a. Indemnification. Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, ~~or~~ administrator, or employee of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, ~~or~~ administrator, or employee shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties.
- b. Exception. In the event of a conviction for an offense involving the conduct for which the Director, officer, ~~or~~ administrator, or employee was indemnified, the officer, Director, ~~or~~ administrator, or employee shall be liable to the Authority for the amount of indemnification paid, with interest at the legal rate for interest on a judgment from the date the indemnification was paid, as provided by §370.258 of the RMA Act. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct.
- c. Right to be Paid. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorneys' fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any

limitations that exist by law. Any indemnification by the Authority pursuant to this Section 30 shall be evidenced by a resolution of the Board.

§ 31. Expenses Subject to Indemnification

As used herein, the term “expenses” includes fines or penalties imposed and amounts paid in compromise or settlement of any such litigation only if:

- a. independent legal counsel designated by a majority of the Board, excluding those Directors who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought, shall have advised the Board that, in the opinion of such counsel, such Director, officer, administrator, or other employee is not liable to the Authority for gross negligence or willful misconduct in the performance of his or her duties with respect to the subject of such litigation; and
- b. a majority of the Directors shall have made a determination that such compromise or settlement was or will be in the best interest of the Authority.

§ 32. Procedure for Indemnification

Any amount payable by way of indemnity under these bylaws may be determined and paid pursuant to an order of or allowance by a court under the applicable provisions of the laws of the State of Texas in effect at the time and pursuant to a resolution of a majority of the Directors, other than those who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought. In the event that all the Directors are made parties to such litigation, a majority of the Board shall be authorized to pass a resolution to provide for legal expenses for the entire Board.

§ 33. Additional Indemnification

The right of indemnification provided by these bylaws shall not be deemed exclusive of any right to which any Director, officer, administrator, or other employee may be entitled, as a matter of law, and shall extend and apply to the estates of deceased Directors, officers, administrators, and other employees.

§ 34. Contracts and Purchases

All contracts and purchases on behalf of the Authority shall be entered into and made in accordance with rules of procedure prescribed by the Board and applicable laws and rules of the State of Texas and its agencies.

§ 35. Sovereign Immunity

Unless otherwise required by law, the Authority will not by agreement or otherwise waive or impinge upon its sovereign immunity.

§ 36. Termination of Employees

Employees of the Authority shall be employees at will unless they are a party to an employment agreement with the Authority executed by the Chairman upon approval by the Board. Employees may be terminated at any time, with or without cause, by the Executive Director subject to applicable law and the policies in place at the time of termination.

§ 37. Reports

The Executive Director shall direct that all reports required under State law, the RMA Act, the RMA Rules or requested by TxDOT shall be prepared and delivered. At the time of the adoption of these bylaws, the required reports include:

- a. Strategic Plan. Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five (5) fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption. [\(Section 370.261\(a\), Texas Transportation Code\)](#)
- b. Annual Report. Under the direction of the Executive Director (or in the absence of an Executive Director, the Chairman), the staff of the Authority shall prepare a draft of an Annual Report on the Authority's activities during the preceding year and describing all revenue bond issuances anticipated for the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent Strategic Plan. The draft shall be submitted to the Board not later than January 30th for review, approval, and, subject to revisions required by the Board, adoption. Not later than March 31st following the conclusion of the preceding fiscal year, the Authority shall file with the Hidalgo County Commissioners Court the Authority's Annual Report, as adopted by the Board. [\(Section 370.261\(b\), Texas Transportation Code\)](#)
- c. Financial Reports. The Authority shall submit to Hidalgo County and the City of McAllen (i) its annual operating and capital budgets for each fiscal year, along with any amended or supplemental operating or capital budget, within ninety (90) days of the beginning of the fiscal year; (ii) its annual financial information and notice of material events required to be disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission, within thirty (30) days after disclosure; and (iii) a statement of any surplus revenue held by the Authority and a summary of how the Authority intends to use such surplus, within ninety (90) days of the beginning of the fiscal year. Such financial reports must be approved by the Board and certified as correct by the ~~chief administrative officer~~ [Executive Director](#) of the Authority. [\(Rule 26.61, Title 43, Texas Administrative Code\)](#)
- d. Annual Audit. The Authority shall submit annual audit, conducted by an

independent certified public accountant in accordance with generally accepted auditing standards (as modified by the governor's Uniform Grant Management Standards, or the standards of the Office of Management and Budget A-133, Audits of States, Local Governments, and Non-profit Organizations, as applicable) to Hidalgo County and the City of McAllen within one hundred twenty (120) days after the end of the fiscal year. (Section 370.182, Texas Transportation Code; Rule 26.62, Title 43, Texas Administrative Code)

- e. Investment Reports. Within thirty (30) days' of acceptance of an independent auditor's report, the Authority shall submit to Hidalgo County and the City of McAllen an independent auditor's review of the annual reports of investment transactions prepared by the Authority's investment officers. Such investment reports must be approved by the Board and certified as correct by the ~~chief administrative officer~~ Executive Director of the Authority. (Rule 26.61, Title 43, Texas Administrative Code)
- f. Project Report. Not later than December 31 of year, the Authority shall submit to the Commission a written report that describes the progress made during that year on each transportation project or system of projects of the Authority, including the initial project for which the Authority was created. (Rule 26.65(b), Title 43, Texas Administrative Code)
- g. Presentation of Reports. At the invitation of the Hidalgo County Commissioners Court or of the city council of a municipality located within Hidalgo County, representatives of the Board and the Executive Director shall appear before the inviting body to present the Annual Report, provide any other information requested, and respond to questions and receive comments. (Rule 26.63, Title 43, Texas Administrative Code)
- h. Notice of Debt. The Authority shall give ninety (90) days' notice to the Hidalgo County Commissioners Court of the date of issuance of revenue bonds. (Section 3701.261(c), Texas Transportation Code.
- i. Compliance Report. Within one hundred fifty (150) days after the end of the fiscal year, in the form required by TxDOT, the Authority shall submit to TxDOT's Executive Director a report that lists each duty the Authority is required to perform under Title 43 Texas Administrative Code Chapter 26(G) that indicates the Authority has performed the requirements for the fiscal year. The Compliance Report must be approved by the Board and certified as correct by the ~~chief administrative officer~~ Executive Director of the Authority. (Rule 26.65(a), Title 43, Texas Administrative Code)
- j. Overweight Permits. The Authority shall provide monthly and annual reports, in a format approved by TxDOT, to TxDOT's Finance Division regarding all permits issued and all fees collected during the during the period covered by the report. (Rule 28.102(j), Title 43, Texas Administrative Code)

§ 38. Rates and Regulations; Compliance with Law

The Board shall, in accordance with all applicable trust agreements, the RMA Act, the RMA Rules, or other law, establish toll rates and fees, weight restrictions, designate speed limits, establish fines for toll violators, and adopt rules and regulations for the use and occupancy of said project.

§ 39. Seal

The official seal of the Authority shall consist of the embossed impression of a circular disk with the words “Hidalgo County Regional Mobility Authority, 2006” on the outer rim, with a star in the center of the disk.

§ 40. Fiscal Year

The fiscal year for the Authority shall be from January 1 to December 31.

§ 41. Public Access Policy

The Authority shall maintain an access policy to be adopted by the Board that provides the public with a reasonable opportunity to appear before the Board to speak on any issue under the jurisdiction of the Authority.

§ 42. Appeals Procedure

The Authority shall maintain an appeals procedure to be adopted by the Board and amended from time to time that sets forth the process by which parties may bring to the attention of the Authority their questions, grievances, or concerns and may appeal any action taken by the Authority.

§ 43. Amendments to Bylaws

Except as may be otherwise provided by law, these bylaws may be amended, modified, altered, or repealed in whole or in part, at any regular meeting of the Board after ten (10) days' advance notice has been given by the Chairman to each Director of the proposed change. These bylaws may not be amended at any special or emergency meeting of the Board.

§ 44. Dissolution of the Authority

a. Voluntary Dissolution

- (1) The Authority may not be dissolved unless the dissolution is approved by the Commission. The Board may submit a request to the Commission for approval to dissolve.

- (2) The Commission may approve a request to dissolve only if:
 - (A) all debts, obligations, and liabilities of the Authority have been paid and discharged or adequate provision has been made for the payment of all debts, obligations and liabilities;
 - (B) there are no suits pending against the Authority, or adequate provision has been made for the satisfaction of any judgment, order or decree that may be entered against it in any pending suit; and
 - (C) the Authority has commitments from other governmental entities to assume jurisdiction of all Authority transportation facilities.

b. Involuntary Dissolution

- (1) The Commission by order may require the Authority to dissolve if the Commission determines that the Authority has not substantially complied with the requirements of a Commission Rule or an agreement between the department and the Authority and the Commission has given the Board thirty (30) days' written notice of its intention to adopt such an order.
- (2) The Commission may not require dissolution unless:
 - (A) The Conditions described in Section 44(a)(2)(A) and (B) have been met; and
 - (B) The holders of any indebtedness have evidenced their agreement to the dissolution.

* * * * *

Adopted October 2, 200
First Amendment approved May 20, 2008
Amended and Restated Bylaws approved September 24, 2014
Amended and Restated Bylaws approved March 26, 2015
[Amended and Restated Bylaws approved August 25, 2020]

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-26

APPROVAL OF AWARD OF CONTRACT FOR INSURANCE BROKER SERVICES
FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 22nd day of September, 2020 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, on April 21, 2005, Hidalgo County (the “County”) petitioned the Texas Transportation Commission (the “Commission”) for authorization to create the Hidalgo County Regional Mobility Authority (the “Authority”) pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the “Authorizing Law”); and

WHEREAS, the Authority is required in the State Infrastructure Bank loan agreement to keep Authority System and its use and operation insured at all times in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations, including business interruption insurance; and

WHEREAS, the Authority has determined to seek the services of a licensed Insurance Broker to advice on insurance coverage for the Authority; and

WHEREAS, on August 19, 2016 and September 21, 2016, the Authority solicited Requests for Proposals to provide Insurance Broker Services to the Authority; and

WHEREAS, on November 15, 2016, the Board of Directors ranked Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group (SWK) the top firm and authorized the Executive Director to execute an agreement;

WHEREAS, the agreement with SWK was entered into for an initial three-year period with provisions to exercise two (2) one-year extensions after the three-year period; and

WHEREAS, the Authority has determined it is necessary to exercise a one-year extension to the Insurance Broker Service Agreement with SWK;

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

Section 1. The recital clauses are incorporate in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves a one (1) year extension to the Insurance Broker Services Agreement with Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group hereto attached as Exhibit A.

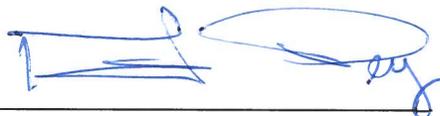
Section 3. The Board authorizes the Executive Director to execute the one (1) year extension to the Professional Service Agreement with Cameron Investment Company, Inc. dba Shepard Walton King Insurance Group to provide Insurance Broker Services to the Hidalgo County Regional Mobility Authority, as approved.

* * *

PASSED AND APPROVED AS TO BE EFFETIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of September 2020, at which meeting a quorum was present.



S. David Deanda Jr, Chairman



Ricardo Perez, Secretary / Treasurer

EXHIBIT A
ONE (1) YEAR EXTENSION TO THE INSURANCE BROKER SERVICE AGREEMENT WITH
CAMERON INVESTMENT COMPANY, INC.
DBASHEPARD WALTON KING INSURANCE GROUP
DATED
SEPTEMBER 22, 2020

EXHIBIT B
INSURANCE BROKER SERVICE AGREEMENT WITH
CAMERON INVESTMENT COMPANY, INC.
DBASHEPARD WALTON KING INSURANCE GROUP
DATED
JANUARY 1 2017

AMENDMENT NO. 1 TO THE INSURANCE BROKER SERVICE AGREEMENT WITH
CAMERON INVESTMENT COMPANY, INC.
DBASHEPARD WALTON KING INSURANCE GROUP
DATED JUNE 5, 2018

ONE YEAR EXTENSION TO INSURANCE BROKER SERVICE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
CAMERON INVESTMENT COMPANY, INC
DBA SHEPARD WALTON KING INSURANCE GROUP
DATED JANUARY 1, 2017

INITIAL AGREEMENT PERIOD FOR THREE YEARS

ONE YEAR EXTENSION EFFECTIVE OCTOBER 1, 2020

**CAMERON INVESTMENT COMPANCY, INC.
SHEPARD WALTON KING INSURACE GROUP**

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Raul Cabaza III, President

By: _____
Pilar Rodriguez, Executive Director

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2020 – 27

**ORDER APPROVING, CONFIRMING, AND RATIFYING THE SALE
AND ISSUANCE OF THE “HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS,
SERIES 2020A”; PROVIDING FOR OTHER MATTERS RELATED
THERE TO**

WHEREAS, the Board of Directors (the “Board”) of the Hidalgo County Regional Mobility Authority (the “Authority”) has previously adopted a resolution (the “Resolution”) authorizing the issuance of Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2020 (the “Bonds”) in one or more Series, either as tax-exempt or taxable bonds, in the aggregate principal amount not to exceed \$75,000,000, with a maximum repayment term of no more than 40 years and secured by Pledged Revenues (inclusive of the Pledged Vehicle Fee Revenues), for the purpose of financing and refinancing the Projects and to refund, defease and redeem the Refunded Bonds, all pursuant to the authority provided in Chapters 370 and 502, Texas Transportation Code, and Chapters 1201, 1202, 1207 and 1371, Texas Government Code, and upon the terms and conditions and for the purposes herein provided; and

WHEREAS, a pricing committee appointed by the Authority in the Resolution (the “Pricing Committee”) pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, has previously approved and executed a pricing certificate (the “Pricing Certificate”) authorizing sale of the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue Bonds, Series 2020A (the “2020A Bonds”) and the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue Refunding Bonds, Taxable Series 2020B (the “2020B Bonds”); and

WHEREAS, to facilitate the issuance of the Bonds, the Board approved a supplement to the Indenture to permit the Authority to procure the Insurance Policy and the Reserve Policy with the Insurer; and

WHEREAS, the Board hereby approves, confirms, and ratifies all prior actions of the Authority and the Pricing Committee and all terms and provisions of the Resolution, the Pricing Certificate, and the Supplemental Indenture of Trust and that issuance of the 2020A Bonds and 2020B Bonds is in the best interests of the residents of the Authority; now, therefore,

**BE IT ORDERED BY THE BOARD OF DIRECTORS OF HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY THAT:**

Section 1.01 Definitions. Unless otherwise specified herein, capitalized terms used herein and not otherwise identified shall have the meaning assigned thereto in the Resolution.

Section 1.02 Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Approval, Ratification and Confirmation. The enactment, approval, and execution of the Resolution, the Pricing Certificate, the Purchase Agreement, and the Supplemental Indenture of Trust and the terms of sale of the 2020A Bonds and 2020B Bonds set forth in the Pricing Certificate and Purchase Agreement are hereby further approved, ratified and confirmed, and the terms and provisions of the Resolution, the Pricing Certificate, the Purchase Agreement, Supplemental Indenture of Trust and the 2020A Bonds and the 2020B Bonds, are hereby further approved, ratified and confirmed.

Section 1.04 Revisions and Changes. Any member of the Pricing Committee, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order, the Resolution, the Pricing Certificate, the Purchase Agreement, and the Supplemental Indenture of Trust, if necessary or desirable, to carry out the purposes hereof or in connection with the approval of the issuance of the 2020A Bonds and the 2020B Bonds by the Attorney General of Texas.

Section 1.05 Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provisions shall not affect any of the remaining provisions of this Order.

Section 1.06 Effective Dates.

(a) The Resolution, Pricing Certificate, and Purchase Agreement shall remain effective as of their original effective date.

(b) The Supplemental Indenture of Trust shall become effective upon the issuance of the 2020A Bonds and the 2020B Bonds and the defeasance of the Refunded Bonds.

(c) This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

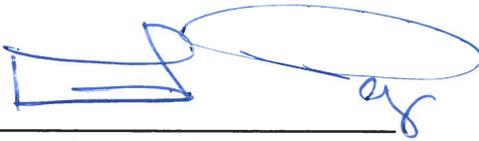
[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED on the 22nd day of September, 2020.

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
S. David Deanda, Jr., Chairman, Board of Directors

ATTEST:

By: 
Ricardo Perez, Secretary/Treasurer, Board of Directors

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, the undersigned officer of the Board of Directors of Hidalgo County Regional Mobility Authority do hereby certify as follows:

1. The Board of Directors (the *Board*) of the Hidalgo County Regional Mobility Authority (the *Authority*), convened on the 22nd of September, 2020, by video conference pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act, and the roll was called of the duly constituted officers and

S. David Deanda, Jr.	Chairman
Forrest Runnels	Vice Chairman
Ricardo Perez	Secretary/Treasurer
Alonzo Cantu	Director
Francisco “Frank” Pardo	Director
Paul S. Moxley	Director
Ezequiel Reyna, Jr.	Director

and all of said persons were present, except the following absentee(s): Ezequiel Reyna, Jr., thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER APPROVING, CONFIRMING, AND RATIFYING THE SALE AND
ISSUANCE OF THE “HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES
2020A”; PROVIDING FOR OTHER MATTERS RELATED THERETO

was duly introduced for consideration of said Board. It was then duly moved and seconded that said order be passed; and, after due discussion, said motion, carrying with it the passage of said order prevailed and carried by the following vote:

 X Member(s) shown present voted “Aye.”

 Member(s) shown present voted “No.”

 Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly

chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act.

SIGNED AND SEALED this 22nd day of September, 2020.

[SEAL]



Ricardo Perez, Secretary/Treasurer, Board of Directors
Hidalgo County Regional Mobility Authority

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-28

**APPROVAL AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS WITH
SHORT LISTED FIRMS TO PROVIDE CONSTRUCTION MATERIAL TESTING
SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 27th day of October, 2020, 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 now finds 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.;

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

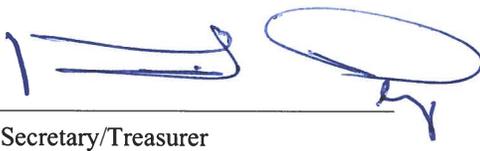
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board authorizes the Executive Director to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments.
- Section 3. The Board authorizes the Executive Director 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.

* * * * *

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 27th day of October 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer



Memorandum

To: Pilar Rodriguez, P.E
HCRMA, Executive Director

From: Ramon Navarro, IV, P.E., C.F.M.
HCRMA, Chief Construction Engineer

Date: October 19, 2020

Subject: RESOLUTION 2020–28 APPROVAL AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS WITH SHORT LISTED FIRMSTO PROVIDE CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GOAL

Approval and authorization to enter negotiations with short listed engineering firms for 2020-2021 Construction Material Testing Services.

HISTORY

The HCRMA requested Statements of Qualification (SOQ) from Construction Material Testing (CMT) Laboratory Services to support efforts in the development of transportation-related projects of the Hidalgo County Loop Roadway Network (solicitation and requirements attached). On August 21, 2020 the HCRMA received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed each proposal with the following results:

FIRM NAME	TOTAL [300]	RANK
PaveTex Engineering, LLC; DBA PAVETEX	242	4
B2Z Engineering, LLC	248	3
L&G Consulting Engineers, Inc.	215	5
RABA Kistner, Inc.	267	2
Terracon Consultants, Inc.	271	1

RECOMMENDATION

Staff recommends the Executive Director be authorized 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.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-29

APPROVAL OF WORK AUTHORIZATION 7 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO PROVIDE WETLAND MITIGATION SUPPORT FOR THE 365 TOLLWAY CONSTRUCTION PERMITTING

THIS RESOLUTION is adopted this 27th day of October 2020 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, the Authority finds it necessary to approve Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of \$66,168.15.

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 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of \$66,168.15 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to Work Authorization Number 7 to the Professional Services Agreement for the 365 Tollway Project approved hereby approved.

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 27th day of October 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 7
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Wetland Mitigation Support for the
365 Tollway Project Construction Permitting

ATTACHMENT D-1

**WORK AUTHORIZATION NO. 7
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

PART I. The Consultant will perform environmental consulting 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 Consultant as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$66,168.15 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 Consultant’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 Consultant 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, 2021, 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 Environmental Consulting Services for the 365 Tollway / International Bridge Trade Corridor.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Don Blanton

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the Consultant |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

SERVICES TO BE PROVIDED BY THE CLIENT

A. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

The Client shall provide the Consultant with the following:

- Data files for all work completed to date.
- Microstation (.dgn) files for the final design / schematics.
- CAD or design files showing proposed and existing ROW and property boundaries as well as acreage calculations for new ROW and/or easements required throughout the project and at individual historic property locations (if applicable).
- Design details at each crossing of an NRHP-eligible or NRHP-listed irrigation district feature to assist with the historic resources and Section 4(f) de minimis compliance packages.

B. PROJECT MANAGEMENT AND ADMINISTRATION

The Client shall:

- Secure permission to enter private property for purposes of environmental surveys.
- Provide written ROE permission signed by the landowner.
- Coordinate all ROE with landowners prior to commencement of fieldwork.
- Make appropriate arrangements with landowner for compensation of lost crop (for archaeological trenching).

EXHIBIT B SERVICES TO BE PROVIDED BY THE CONSULTANT

B&A shall provide HCRMA with personnel with scientific knowledge and experience commensurate with development of USACE permitting strategies to match the current regulatory requirements, assessment of previously permitted waters for the 365 Tollway project, and permitting and compensatory mitigation plan development including wetland mitigation site development and implementation planning. Specifically, B&A will conduct the tasks detailed below:

Task 1: Develop a revised 404 permitting strategy for IBTC

B&A shall evaluate the crossings identified as within USACE jurisdiction in the IBTC Waters Report for opportunities to reduce the number of 404 permitted waters due to regulatory changes, the overall quantity of mitigation required, and the feasibility of using the Granjeño Mitigation Site to mitigate impacts from the IBTC project.

Task 2: Assess 365 Tollway permit and mitigation plan modification

B&A shall assess the possibility of amending the existing 365 Tollway permit and mitigation plan to (1) address jurisdiction of water features under the NWPR and (2) to allow for use of the Granjeño Mitigation Site for mitigation of the IBTC project, if needed. This task includes:

- A. evaluation of jurisdiction and permitting requirements of impacted waters in light of the NWPR.
- B. evaluation of the Permit conditions and approved Mitigation Plan (Permit Appendix A) to identify specific compliance or performance criteria that will require completion, active monitoring, or possibly amendment (due to information not provided in original permit) to assure mitigation site success.
- C. Coordination with the USACE to discuss permit conditions, project changes, proposed PSLs, mitigation, and/or permit modifications as they are determined. This task includes a meeting at the USACE Corpus Christi Regulatory Office and one permit extension request and one modification/amendment if needed.

Task 3: Develop an Implementation Plan and timeline

B&A shall develop a detailed Implementation Plan that will provide a practicable approach to addressing the specific constraints of the USACE Individual Permit General and Special Conditions and the adopted Site Mitigation Plan incorporated as part of that permit. Key elements of the Implementation Plan are:

- A. identification of an existing wetland site to use as a reference site for the development and monitoring of the Granjeño mitigation site;
- B. identification of site-specific hydrology and related hydraulics controls (functional needs assessment of preliminary design from Dannenbaum and collaboration with project design engineer) required to sustain a wetland environment in perpetuity;
- C. identification of site-specific soils management needs to be implemented during construction to assure function under hydric conditions long enough during the growing season to sustain wetland biota in perpetuity;
- D. identification of wetland plants native or already adapted to South Texas which are either already on the suggested plant list in the permit, or are known to occur within the region, and are readily available in seed, root, or container stock;
- E. identification of a proposed planting schedule to be adjusted to Mitigation Site Construction Contractor startup/completion dates and within the constraints of the USACE permit start and completion duration requirements; and

Assumptions:

Task 2 includes one visit to the USACE Corpus Christi Regulatory Office, in person, if needed.

Task 2 includes one field visit to evaluate existing conditions at the mitigation site and to evaluate potential reference sites.

HCRMA will provide access to the mitigation site.

HCRMA will coordinate access to potential reference sites, if needed.

EXHIBIT C
WORK SCHEDULE

All work product to be completed within a 6-month timeframe unless changes are specified in writing.

EXHIBIT 'D'
Fee Schedule/Budget

Hidalgo County Regional Mobility Authority (HCRMA)

ENVIRONMENTAL CONSULTING SERVICES ASSOCIATED WITH 404 PERMIT RENEWAL / EXECUTION (IBTC-365 TOLL) / WETLAND MITIGATION PLAN SUPPORT (IBTC)

Subconsultant: Blanton & Associates, Inc.

Schedule Duration: 6 months

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Manager	Senior Env Specialist	Env Specialist	Sr Biologist	Biologist	Senior GIS	GIS	Admin Assistant	Total Labor Hrs.	Task Cost
Archaeological Mitigation Planning & Negotiation									0	\$ -
									0	\$ -
Mitigation Permit Renewal / Execution - Wetland Negotiation									0	\$ -
1. Develop Revised 404 Permitting Strategy for IBTC	8	24		20		1	8	2	63	\$ 8,104.00
2. Assess amendment & use of SH 365 USACE Permit & Mitigation Plan	8	86	72	120	72	4	32	2	396	\$ 44,918.40
3. Integrated Implementation Plan Development	8	24		20	2	2	16	2	74	\$ 9,184.00
									0	\$ -
Subtotal	24	134	72	160	74	7	56	6	533	\$ 62,206.40
LABOR MANHOURS TOTAL	24	134	72	160	74	7	56	6	533	
LABOR RATE PER HOUR	\$160.50	\$150.00	\$92.70	\$110.00	\$100.00	\$120.00	\$95.00	\$70.00		
TOTAL DIRECT LABOR COSTS	\$ 3,852.00	\$ 20,100.00	\$ 6,674.40	\$ 17,600.00	\$ 7,400.00	\$ 840.00	\$ 5,320.00	\$ 420.00	\$ 62,206.40	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	6.19%	32.31%	10.73%	28.29%	11.90%	1.35%	8.55%	0.68%	100.00%	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOUR)	4.50%	25.14%	13.51%	30.02%	13.88%	1.31%	10.51%	1.13%	100.00%	
TOTAL DIRECT LABOR COST										\$ 62,206.40
TOTAL DIRECT EXPENSES										\$ 3,961.75
GRAND TOTAL										\$ 66,168.15
ASSUMPTIONS										
1 - includes one field visit to evaluate existing conditions at the mitigation site and to evaluate changed permitted sites (4 days, 3 people, 3 vehicles).										
2 - HCRMA will provide access to the mitigation site and coordinate access to potential reference sites.										

EXHIBIT 'D'
Fee Schedule/Budget

Hidalgo County Regional Mobility Authority (HCRMA)

**ENVIRONMENTAL CONSULTING SERVICES ASSOCIATED WITH WETLAND MITIGATION SUPPORT FOR 365 TOLL /
 IBTC PROJECTS**

Subconsultant: Blanton & Associates, Inc.

Schedule Duration:

DIRECT EXPENSES	Rate	Unit	Amount	Total
Lodging / Hotel (\$100.00 / DAY with taxes)	\$ 100.00	Each	14	\$ 1,400.00
Meals (\$36.00 / DAY)	\$ 45.00	Each	14	\$ 630.00
Rental Car	\$ 90.00	Each	14	\$ 1,260.00
Air Travel	\$ 525.00	Each		\$ -
Parking	\$ 14.00	Each		\$ -
Mileage	\$ 0.58	Each		\$ -
Fuel for Rental Car	\$ 20.00	Day	14	\$ 280.00
Photocopies B/W (8.5 X 11)	\$ 0.10	Each	100	\$ 10.00
Photocopies B/W (11 X 17)	\$ 0.20	Each	100	\$ 20.00
Photocopies Color (8.5 X 11)	\$ 0.70	Each	25	\$ 17.50
Photocopies Color (11 X 17)	\$ 1.25	Each	25	\$ 31.25
Plots (Color on Photographic Paper)	\$ 4.00	Each	10	\$ 40.00
Color Graphics on Foam Board	\$ 5.00	Each		\$ -
Presentation Boards 30" X 40" Color Mounted	\$ 100.00	Each		\$ -
4" X 6" Digital Color Print	\$ 0.30	Each		\$ -
GPS	\$ 50.00	Day	3	\$ 150.00
Mailings/Postage	\$ 0.50	Each	2	\$ 1.00
Overnight Delivery Services	\$ 18.00	Each	4	\$ 72.00
Field Supplies	\$ 25.00	Tip	2	\$ 50.00
TOTAL DIRECT EXPENSES				\$ 3,961.75

ASSUMPTIONS

- 1 - includes one field visit to evaluate existing conditions at the mitigation site and to evaluate changed permitted sites (4 days, 3 people, 3 vehicles).
- 2 - HCRMA will provide access to the mitigation site and coordinate access to potential reference sites.

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: 02-E37-17-07 Assigned Goal: 12.2% Prime Provider Blanton & Associates, Inc.
 Work Authorization (WA)#: 7 WA Amount: \$66,168.15 Date: 10/27/2020
 Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: \$0

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
ENV SUPPORT SERVICES FOR WETLAND PERMITTING	\$66,168.15
	\$0
Total Commitment Amount (Including all additional pages.)	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Blanton & Associates, Inc. Address: 5 Lakeway Centre Court, Suite 200, Austin, TX 78734 VID Number: 74-2845838 PH: 512-264-1095 & FAX: 512-264-1531 Email: dblanton@blantonassociates.com	Name: <u>Don Blanton</u> <i>(Please Print)</i> Title: <u>President</u> <hr/> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-30

APPROVAL OF CONTRACT AMENDMENT 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT DUE WORK AUTHORIZATION NUMBER 7

THIS RESOLUTION is adopted this 27th day of October 2020 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, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project.

WHEREAS, the Authority finds it necessary to approve Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$66,168.15 for due Work Authorization No. 7.

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 No. 6 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$66,168.15 for Work Authorization Number 7 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment to the Professional Services Agreement for the 365 Tollway Project hereby approved.

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 27th day of October 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

Exhibit A

Contract Amendment No. 6

to the Professional Services Agreement with

Blanton & Associates, Inc. to Increase Maximum Payable Amount for

Work Authorization No. 7 for the

365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. 6

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 6 TO MAIN CONTRACT 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 Blanton & Associates, Inc. (the Consultant).

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 maximum amount payable under this contract from \$911,853.44 to \$978,021.59 for a total increase of \$66,168.15 due to additional scope and effort outlined in Work Authorization No. 7 for Wetland Mitigation Support for the 365 Tollway Construction Permitting.

This Supplemental Agreement No. 6 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Don Blanton

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2020 – 31

**APPROVAL OF INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE
DISTRICT #1 AND HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 17th day of November, 2020 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, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (formerly Segment D); and

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, the Hidalgo County Drainage District Number 1 (HCDD1) recognizes the importance of mobility to the region’s economic vitality through the efficient movement of goods, services and people and HCDD1 has offered to help accelerate advance project development on the SH 365 and the IBTC Projects; and

WHEREAS, HCDD1 has the necessary capacity and expertise to further advance project development for the SH 365 and IBTC Projects, which include drainage studies, parcel surveys, drainage outfall design, plans, specifications and estimates and right of way acquisition for the project, as well as, bidding, construction and inspection of the proposed drainage infrastructure; and

WHEREAS, the Authority will participate pro rata share for the development and construction of drainage outfalls for the SH 365 and IBTC Projects; and

WHEREAS, on December 18, 2013, the Board approved Resolution 2013-71, approval of an interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the interlocal agreement with the Hidalgo County Drainage District Number 1 had a term of two years with three one year renewals; and

WHEREAS, on March 2, 2016, the Authority executed the 1st one year renewal with the Hidalgo County Drainage District Number 1; and

WHEREAS, on June 27, 2017, the Authority approved the 2nd one year renewal to the interlocal agreement with the Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, due to delays in financing for the 365 Tollway Project, the interlocal agreement between Hidalgo County Drainage District Number 1 and the Authority expired in 2018; and

WHEREAS, the Authority finds it necessary to approve the interlocal cooperative agreement between the Hidalgo County Drainage District No. 1 and the Authority to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects;

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 a new Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 and the Hidalgo County Regional Mobility Authority for, subject to legal review, 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 17th day of November, 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

EXHIBIT A

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND

THE HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY .

STATE OF TEXAS §
COUNTY OF HIDALGO §

2020 INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is made effective as of the _____ by and between HIDALGO COUNTY DRAINAGE DISTRICT NO 1 (the "Drainage District") and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the "RMA"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article 111, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering, pre-construction/construction services and right-of-way acquisition services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in **Exhibit B** attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in **Exhibit C** attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the Drainage District agrees to provide Right of Way Agent Services to the RMA as further described in **Exhibit E**;

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement in December 2013 for similar services, and said previous agreement expired in 2018 ("Expired Agreement");

WHEREAS, the parties desire to enter this Agreement to continue with the work commenced in the Expired Agreement;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

- A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.
- B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.
- D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.
- E. The RMA shall designate the RMA's representative (the "Representative") in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in

executing written authorization or consent to the Drainage District to issue a notice to proceed to its third-party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

- F. The RMA shall not use any federal funds for the projects and services described herein.

2. Drainage District Responsibilities.

- A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.
- B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, Right-of-Way Acquisition and/or Construction Services.
- C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services, Construction Services and/or Right-of-way Acquisition Services for the RMA, by procuring or performing directly any necessary services, in compliance with state and federal procurement laws.
- D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.
- E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.
- F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.
- G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. Joint Responsibilities:

A. Within ten (10) days of the execution of this Agreement, the parties shall agree to the anticipated dates the various outfall construction facilities should be completed by and such dates shall be attached as **Exhibit A** to this Agreement. The parties agree that the dates in **Exhibit A** are anticipated and the parties agree to work with one another to update any deadlines as required.

4. **Payment for Services.**

- A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way budget to the RMA broken into two parts: a) cost for the Drainage District's Right-of-Way Agent Services Fee as set forth in **Exhibit E**; and b) estimated cost of acquisition from landowner(s) which includes appraised value, appraisal, surveys, legal fees, closing costs, and other reasonable costs associated with acquisition. Upon approval of the estimated right-of-way budget, the RMA will be authorized to pay the Drainage District for right-of-way acquisition services up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount of no more in excess of fifteen percent (15%) of the appraised value to landowner(s) as is customary for the Board of Directors of Drainage District in acquiring right of way for use by the Drainage District. RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition

within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District. Any offers made to any landowners in excess of fifteen percent (15%) of the appraisal value will require RMA approval.

- D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third-party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). If the deposit is less than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. Term and Termination.

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. Miscellaneous.

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or

the terms of this Agreement.

- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.
- H. **Assignment.** This Agreement shall not be assignable,
- I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- K. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt Code Ann. §271.903.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation, If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Indemnification.** To the extent permitted by law, the Drainage District

shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss, To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error.

P. **Appendix II To CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this contract should it be subject to Federal award. omission, or negligent act, Including any violation of any statute.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Richard Cortez, Chair of
Board of Directors

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
S. David Deanda, Jr.,
Chair of Board of Directors

APPROVED AS TO FORM:
JONES, GALLIGAN, KEY & LOZANO L.L.P.

BY: _____
IVAN F. PEREZ

EXHIBIT A

Dates of Completion of Drainage Outfall Facilities

Drainage Outfall Description	Date of Completion of Construction
------------------------------	------------------------------------

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub-providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C

CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of the Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of determining the most advantageous procurement method, the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed, The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
203 W Newcombe Ave.
Pharr, Texas 78577
prodriguez@hcrma.net
956-402-4762

EXHIBIT E

The Drainage District shall provide Right of Way Agent Services to the RMA that will be in accordance with the procedures required by law. Right of Way Agent Services fee will be billed by the Drainage District to the RMA at a fixed rate of Four Thousand Five Hundred Dollars (\$4,500.00) per parcel. The Right of Way Agent Services Fee does not include the actual costs of acquisition which shall be paid for by the RMA as set forth in Paragraph 4 (C) of this Agreement.

The parcels that are included in this Agreement are the following, and any others agreed to by the parties:

Parcel	Ownership
1A	Hunt Valley Industrial I, LP
1B	Hunt Valley Industrial I, LP
2A	Hunt Valley Industrial I, LP
2B	City of McAllen
2C	Hidalgo County Irrigation District No. 19
2D	Hunt Valley Industrial I, LP
3	Hunt Valley Industrial I, LP
4	Southmost Farm, LP
5A	Federico Vasquez
5B	AG Enterprises, Inc
5C	Hidalgo County Irrigation District No. 2
5D	QOT, Inc.
6	Triple Net Powersports, LP
7A	Bertha Cantu Canales
7B	Kelfam, LTD
7C	Kelfam, LTD
7D	Bertha Cantu Canales
7E	Keller Real Estates Investment, Inc.
8A	KVS Family Limited Partnership
8B	Hidalgo County Irrigation District No. 2
8C	Marcus Forthuber, Et Al

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-32

**APPROVAL OF AMENDED AND RESTATED WORK
AUTHORIZATION 1 TO THE PROFESSIONAL SERVICE
AGREEMENT WITH HDR ENGINEERING TO PROVIDE
GENERAL ENGINEERING CONSULTANT SERVICES FOR THE
365 TOLLWAY PROGRAM MANAGEMENT SUPPORT**

THIS RESOLUTION is adopted this 17th day of November 2020, 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 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board now finds it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58;

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 the Amended and Restated Work Authorization 1 to the Professional Services Agreement with HDR Engineering, Inc. for General Engineering Services for the 365 Tollway Program Management Support in the amount of \$301,579.58 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Amended and Restated Work Authorization 1 to the Professional Services Agreement for Program Management Support.

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 17th day of November, 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED
WORK AUTHORIZATION 1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

STATE OF TEXAS §
COUNTY OF HIDALGO §

2020 INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is made effective as of the _____ by and between HIDALGO COUNTY DRAINAGE DISTRICT NO 1 (the "Drainage District") and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the "RMA"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article 111, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering, pre-construction/construction services and right-of-way acquisition services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in **Exhibit B** attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in **Exhibit C** attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the Drainage District agrees to provide Right of Way Agent Services to the RMA as further described in **Exhibit E**;

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement in December 2013 for similar services, and said previous agreement expired in 2018 ("Expired Agreement");

WHEREAS, the parties desire to enter this Agreement to continue with the work commenced in the Expired Agreement;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

- A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.
- B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.
- D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.
- E. The RMA shall designate the RMA's representative (the "Representative") in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in

executing written authorization or consent to the Drainage District to issue a notice to proceed to its third-party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

- F. The RMA shall not use any federal funds for the projects and services described herein.

2. Drainage District Responsibilities.

- A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.
- B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, Right-of-Way Acquisition and/or Construction Services.
- C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services, Construction Services and/or Right-of-way Acquisition Services for the RMA, by procuring or performing directly any necessary services, in compliance with state and federal procurement laws.
- D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.
- E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.
- F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.
- G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. Joint Responsibilities:

A. Within ten (10) days of the execution of this Agreement, the parties shall agree to the anticipated dates the various outfall construction facilities should be completed by and such dates shall be attached as **Exhibit A** to this Agreement. The parties agree that the dates in **Exhibit A** are anticipated and the parties agree to work with one another to update any deadlines as required.

4. **Payment for Services.**

- A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way budget to the RMA broken into two parts: a) cost for the Drainage District's Right-of-Way Agent Services Fee as set forth in **Exhibit E**; and b) estimated cost of acquisition from landowner(s) which includes appraised value, appraisal, surveys, legal fees, closing costs, and other reasonable costs associated with acquisition. Upon approval of the estimated right-of-way budget, the RMA will be authorized to pay the Drainage District for right-of-way acquisition services up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount of no more in excess of fifteen percent (15%) of the appraised value to landowner(s) as is customary for the Board of Directors of Drainage District in acquiring right of way for use by the Drainage District. RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition

within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District. Any offers made to any landowners in excess of fifteen percent (15%) of the appraisal value will require RMA approval.

- D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third-party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). If the deposit is less than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. Term and Termination.

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. Miscellaneous.

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or

the terms of this Agreement.

- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.
- H. **Assignment.** This Agreement shall not be assignable,
- I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- K. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt Code Ann. §271.903.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation, If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Indemnification.** To the extent permitted by law, the Drainage District

shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss, To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error.

P. **Appendix II To CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this contract should it be subject to Federal award. omission, or negligent act, Including any violation of any statute.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Richard Cortez, Chair of
Board of Directors

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
S. David Deanda, Jr.,
Chair of Board of Directors

APPROVED AS TO FORM:
JONES, GALLIGAN, KEY & LOZANO L.L.P.

BY: _____
IVAN F. PEREZ

EXHIBIT A

Dates of Completion of Drainage Outfall Facilities

Drainage Outfall Description	Date of Completion of Construction
------------------------------	------------------------------------

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub-providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C

CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of the Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of determining the most advantageous procurement method, the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed, The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
203 W Newcombe Ave.
Pharr, Texas 78577
prodriguez@hcrma.net
956-402-4762

EXHIBIT E

The Drainage District shall provide Right of Way Agent Services to the RMA that will be in accordance with the procedures required by law. Right of Way Agent Services fee will be billed by the Drainage District to the RMA at a fixed rate of Four Thousand Five Hundred Dollars (\$4,500.00) per parcel. The Right of Way Agent Services Fee does not include the actual costs of acquisition which shall be paid for by the RMA as set forth in Paragraph 4 (C) of this Agreement.

The parcels that are included in this Agreement are the following, and any others agreed to by the parties:

Parcel	Ownership
1A	Hunt Valley Industrial I, LP
1B	Hunt Valley Industrial I, LP
2A	Hunt Valley Industrial I, LP
2B	City of McAllen
2C	Hidalgo County Irrigation District No. 19
2D	Hunt Valley Industrial I, LP
3	Hunt Valley Industrial I, LP
4	Southmost Farm, LP
5A	Federico Vasquez
5B	AG Enterprises, Inc
5C	Hidalgo County Irrigation District No. 2
5D	QOT, Inc.
6	Triple Net Powersports, LP
7A	Bertha Cantu Canales
7B	Kelfam, LTD
7C	Kelfam, LTD
7D	Bertha Cantu Canales
7E	Keller Real Estates Investment, Inc.
8A	KVS Family Limited Partnership
8B	Hidalgo County Irrigation District No. 2
8C	Marcus Forthuber, Et Al

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-33

APPROVAL OF WORK AUTHORIZATION 2 TO THE PROFESSIONAL
SERVICE AGREEMENT WITH HDR ENGINEERING TO PROVIDE
GENERAL ENGINEERING CONSULTANT SERVICES FOR THE
365 TOLLWAY ROADWAY CONSTRUCTION CONTRACT LETTING
SUPPORT

THIS RESOLUTION is adopted this 17th day of November 2020, 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 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58;

WHEREAS, on the Authority finds it necessary to approve Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03;

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 Work Authorization 2 to the Professional Services Agreement with HDR Engineering, Inc. for General Engineering Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 2 to the Professional Services Agreement for Program Management Support.

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 17th day of November, 2020, at which meeting a quorum was present.


S. David Deanda, Jr., Chairman


Rick Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

WORK AUTHORIZATION NO. 2
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

PART I. The GEC 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 GEC as well as the work schedule are further detailed in Exhibits A, B, C, D, and H-2 which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$125,723.03 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 GEC 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, 2021, 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 General Engineering Consulting Services.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)
Gulf Coast Area Manager

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the GEC |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer's** progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. 365 Toll Contract Letting Oversight

The GEC will assist the Authority with Letting Oversight for the 365 Toll Project. The 365 Toll Project delivery method is design-bid-build. The GEC will provide the following services:

- Procurement Document Updates
- Requests for information (RFI's) – deferred to future supplemental
- Addenda – deferred to future supplemental
- Pre-Bid meeting – deferred to future supplemental
- Bid Analysis and Bidder Qualifications – deferred to future supplemental
- HUB Dashboard – deferred to future supplemental
- 365 Toll Quantity Quality Review

1.1. Procurement Document Updates

The GEC will assist the Authority with updating the procurement documents which includes the following:

- | | | |
|--|---------------------------|----------------------|
| • Invitation to Bid | • Contractor's Assurance | • Contract Agreement |
| • Notice to Bidder | • Non-collusion Affidavit | • Performance Bond |
| • Bid | • Child Support Statement | • Payment Bond |
| • Attachments | • DBE Requirements | • Warranty Bond |
| • Disclosure of
Lobbying Activities | • Bid Bond | • Receipt of Addenda |

The GEC will collaborate with the Authority on proposed changes to the applicable procurement documents above and Specification Articles (2L & 3L) to incorporate the following methodologies, if feasible:

- Addition of a clear and defined process for a Contractor initiated value engineering change proposal (VECP)
- A + B Bidding
- Provision for alternative technical concepts (ATCs)
- Incentives and Disincentives

1.2. Requests for Information (RFI's) – deferred to future supplemental

The GEC is not responsible for developing responses to RFI's which clarify or alter the Engineer of Record's (EOR's) design intent or construction methods. The GEC's assistance with RFI's is limited to the following:

- Review of previous RFI's submitted by bidders responding to the Fall of 2017 365 Toll letting to gain familiarity with topics covered. The old RFI's will be provided by the Authority in a searchable PDF format. For the purpose of this scope of work, old RFI's are defined as RFI's the

Authority received as part of the Fall of 2017 365 Toll letting. New RFI's are defined as RFI's received during the future re-letting of the 365 Toll project, tentatively scheduled for April 2021.

- Tracking and Documentation of new RFI's submitted by bidders for the April 2021 365 Toll letting. Assume 70 total RFI's submitted by bidders. Tracking of RFI's will be managed in a spreadsheet software or similar program.
- New RFI's submitted by bidders requiring design or construction clarification that cannot be answered by referring the bidders to a similar old RFI will be routed to the appropriate EOR for a response. Assume 20 RFI's.
- Bidders submitting new RFI's requiring design or construction clarification that are similar to old RFI's will be referred to the appropriate old RFI(s) which were answered previously by the EOR(s). Assume 40 RFI's.
- New RFI's requiring clarification of bid process, award process, or procurement documents will be answered upon collaboration with and approval by the Authority. Assume 10 RFI's.

1.3. Addenda – deferred to future supplemental

The GEC will assist the Authority with compiling addenda which may consist of:

- Cover Page
- Answered RFI's
- EOR modified construction documents
- Letting schedule updates
- Modified procurement documents

Assume 4 addenda.

1.4. Pre-Bid Meeting – deferred to future supplemental

The GEC will assist the Authority with scheduling and holding a pre-bid meeting for the 365 Toll project. Assistance includes providing a sign-in sheet, recording general topics discussed including questions asked, assisting the Authority with answering questions, and compiling meeting minutes for documentation. Assume two GEC resources will travel to the City of Pharr for the meeting.

1.5. Bid Analysis and Bidder Qualifications – deferred to future supplemental

The GEC will assist the Authority with co-locating the bidders' tabulated bids into a spreadsheet to analyze the variances between them and report to the Authority any inconsistencies or irregularities found. The tabulated bids will also be compared to the latest version of the 365 Toll opinion of probably construction cost (OPCC).

1.6. Contractor's Baseline Schedule – deferred to future supplemental

The GEC will assist the Authority with evaluating the apparent successful bidder's baseline schedule and comparing it to the Authority's latest project baseline schedule. Irregularities or inconsistencies found in the Contractor's schedule will be brought to the Authority's attention. The GEC will assist with, if appropriate, obtaining clarification from the Contractor to resolve schedule irregularities or inconsistencies. It is assumed that this task only applies to one contractor. Primavera is the assumed scheduled format that will be used for evaluation.

1.7. HUB Dashboard – deferred to future supplemental

The GEC will develop a HUB Dashboard for the 365 Toll Project. Development consists of the following:

- Data Reviews

The GEC will perform data reviews for all data sets which will be included in project dashboards. Reviews will include data format, update frequency, and attribution; at the task conclusion the reviews will be documented. The purpose of the reviews is to get an understanding of the current state of the data and identify any conversions to make them dashboard ready. Our understanding is that the ROW data has a GIS layer available and spreadsheet for tracking ROW Acquisitions. Reviews for utility and drainage data will be conducted and an assessment will be completed to develop a plan to incorporate into the dashboards.

- HUB & Dashboards Design

The GEC will conduct a workshop with the Authority to capture the design requirements for the Project HUB and associated dashboards. This workshop will determine the data sources, update frequency, branding and visualizations of all the applications. Design requirements will be documented and reviewed by the Authority. Workshops participants will include key project staff up to 8 participants. Applications include:

- Overall Project HUB
- ROW Acquisition dashboard
- Drainage / Irrigation District crossings dashboard
- Utility Relocations dashboard

- Application configuration and data preparation

The GEC will prepare data, as identified in the Data Review task, for use in the project applications. Working from the design requirements, captured during the workshop, we will build out the project HUB and associated dashboards. As the applications are completed the Authority will review and test. Once approved the applications will go live.

- Overall Project
- ROW Acquisition
- Drainage / Irrigation District crossings
- Utility Relocations

- Dashboard Updates

The GEC anticipates updating the dashboards once a week. This is subject to change based on feedback during the workshop. Based on the data sources these updates could be done in

spreadsheets, GIS data attribution or other method. Updates will cease upon project letting in April 2021 unless extended by the Authority's approval through a supplemental work authorization.

- Overall Project (1 per week)
- ROW Acquisition (1 per week)
- Drainage / Irrigation District crossings (1 per week)
- Utility Relocations (1 per week)

1.8. 365 Toll Quantity Quality Review

A Quality Review of a portion of the 365 Toll quantities will be performed by the GEC. The goal of the task is to identify potential irregularities in the quantities reported in the 365 Toll Plan summary sheets. The 365 Toll Project is a 12.22 mile project that consists of 2,770 plan sheets, 106 of which are quantity summary sheets. The GEC will coordinate with the Authority on a list of bid items that would likely have a significant impact on the total estimated Project cost if there are irregularities in the quantities reported in the OPCC and plan summary sheets. The following represents an initial list of plan elements that may be considered having such an impact:

- Pavement (23 summary sheets)
- Retaining Wall (1 summary sheet)
- Drainage (10 summary sheets)
- Bridge (3 summary sheets)

The approach and methodology for reviewing quantities is focusing on plan elements that can be reasonably estimated by scaling bid items off the plan sheets and running calculations based on traditional geometry (i.e. length, width, depth). Some elements, such as earthwork, requires analysis of the engineer of record's earthwork model and is not included in the scope of this work authorization. Deeper analysis similar to this requires a supplement to this work authorization or a new work authorization under separate cover.

The following assumptions serve as a basis for the level of effort:

- 28 Typical Section Sheets to Review
- 199 Plan and Profile Sheets to Review
- 50 Retaining Wall Sheets to Review
- 203 Drainage Sheets to Review
- 453 Bridge Sheets to Review

The results of the quantity audit will be summarized in a draft technical memorandum for the Authority's review. Upon addressing the Authority's comments, a final technical memorandum will be submitted. Irregularities identified in the quantities will be forwarded to the EOR for their response. Quantities developed by the GEC with the approach and methodology defined above will not be used for bidding or construction. The EOR's retain responsibility for design quantities.

EXHIBIT C WORK SCHEDULE

365 Toll Contract Letting Oversight

Procurement Documents

- **November 2020 through February 2021** (end date is assumed deadline to enter letting process, to be confirmed with Authority)

RFI's, Addenda, Pre-Bid Meeting, Bid Analysis, Bidder Qualifications (deferred to future supplemental)

- **April 2021 through June 2021** (assume project letting starts April 2021)

HUB Dashboard (deferred to future supplemental)

- **December 2020 through April 2021** (assume project letting starts April 2021)

365 Toll Quantity Quality Review

- **November 2020 through January 2021**

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 02

Legend: reoccurring every X months = ~Xmos

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Structural Engineer	Construction Manager	Sr Estimator	Sr GIS Operator	Web/App Developer	Economist	Sr Traffic Engineer	Sr Engineer Tech	Sr Scheduler	Scheduler	Estimating / Scheduling Support 2	Estimating / Scheduling Support 1	Accounting	Admin / Clerical III	Total Task Hours	Line Item Fee	
Negotiated Rate	\$220.62	\$254.57	\$296.99	\$234.77	\$240.42	\$198.00	\$169.71	\$141.43	\$231.94	\$173.50	\$189.51	\$189.51	\$130.11	\$183.85	\$169.71	\$254.57	\$107.48	\$209.31	\$161.23	\$179.61	\$121.63	\$115.69	\$84.86			
DESCRIPTION OF TASKS/DETAILS																										
1 - 365 Toll Contract Letting Oversight																									0	\$0.00
1.1 Procurement Updates																									0	\$0.00
Update Documents	2					8		4																24	38	\$4,627.60
VECP research and language development	2	4	4								4	4												16	34	\$5,521.32
Bidding Methodology (i.e. A+B Bidding)	2	2	4			8					8													8	32	\$5,917.30
ATC's	2	2	2	4		4		4			4													8	30	\$5,278.08
Incentives and Disincentives	2	2	4	4		6					6	4			8	4								40	40	\$8,536.48
1.2 Requests for Information																									0	\$0.00
Review of previous RFI's																									0	\$0.00
RFI tracking and documentation																									0	\$0.00
RFI routing to EOR (20 RFIs)																									0	\$0.00
Referring bidders to old RFI's (40 RFIs)																									0	\$0.00
Resp. to new RFI's (bid process, award, procure) (10 RF)																									0	\$0.00
1.3 Addenda																									0	\$0.00
1.4 Pre-Bid Meeting																									0	\$0.00
1.5 Bid Analysis and Bidder Qualifications																									0	\$0.00
1.6 Contractor's Baseline Schedule																									0	\$0.00
1.7 HUB Dashboard																									0	\$0.00
Data Reviews																									0	\$0.00
HUB & Dashboard Design																									0	\$0.00
Application configuration and data preparation																									0	\$0.00
Dashboard Updates																									0	\$0.00
1.8 365 Toll Quantity Audit																									0	\$0.00
Pavement	4	4			2		38					38													126	\$20,897.16
Retaining Wall	4	4					16													16					40	\$7,489.88
Drainage	4	4					34	36																	114	\$17,141.06
Bridge	4	4					28		4	56		28								56					236	\$39,472.12
Other	2					16						16													50	\$8,587.48
Labor Hours Total	28	26	14	8	2	42	116	44	4	56	22	90	0	0	8	4	0	0	0	72	148	0	56	740		hours check
Labor Cost Total	\$6,177.36	\$6,618.82	\$4,157.86	\$1,878.16	\$480.84	\$8,316.00	\$19,686.36	\$6,222.92	\$927.76	\$9,716.00	\$4,169.22	\$17,055.90	\$0.00	\$0.00	\$1,357.68	\$1,018.28	\$0.00	\$0.00	\$0.00	\$12,931.92	\$18,001.24	\$0.00	\$4,752.16	740	\$123,468.48	cost check
% Staff Distribution	4%	4%	2%	1%	0%	6%	16%	6%	1%	8%	3%	12%	0%	0%	1%	1%	0%	0%	0%	10%	20%	0%	8%	100%		

DEFERRED TO FUTURE SUPPLEMENTAL

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 02

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	Task 2 Project Management	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00	2	\$64.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00	2	\$188.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00	2	\$110.00
Mileage	mile	CSR	F	\$0.545	310	\$168.95
Rental Car Fuel	gallon	n/a	M	\$3.75	16	\$60.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00	2	\$150.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00		\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00	1	\$450.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00		\$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00	1	\$900.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00		\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00		\$0.00
Parking	day	n/a	M	\$20.00	2	\$40.00
Toll Charges	each	n/a	M	\$10.00		\$0.00
Standard Postage	letter	CSR	F	\$0.47		\$0.00
Certified Letter Return Receipt	each	CSR	F	\$6.20		\$0.00
Overnight Mail - letter size	each	CSR	M	\$22.00		\$0.00
Overnight Mail - oversized box	each	CSR	M	\$85.00		\$0.00
Courier Services	each	n/a	M	\$28.00		\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25		\$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12	30	\$3.60
Photocopies Color (11" X 17")	each	n/a	F	\$1.50		\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85		\$0.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25		\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50	240	\$120.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00		\$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00		\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00		\$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	\$125.00		\$0.00
Report Printing	each	n/a	M	\$65.00		\$0.00
Report Binding and tabbing	each	n/a	M	\$8.00		\$0.00
Notebooks	each	n/a	M	\$9.00		\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00		\$0.00
CDs	each	n/a	F	\$1.75		\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25		\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00		\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00		\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00		\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00		\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00		\$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	\$1,350.00		\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00		\$0.00
Court Reporter	page	n/a	M	\$10.00		\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	\$100.00		\$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	\$35.00		\$0.00
Sound Technician for Public Involvement	event	n/a	M	\$1,000.00		\$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	\$800.00		\$0.00
Public involvement Facility Rental (estimate)	8 hours	n/a	M	\$1,600.00		\$0.00
Public Involvement Facility Rental (estimate)	hour	n/a	M	\$200.00		\$0.00
Public Involvement Facility Rental	event	n/a	M	\$3,000.00		\$0.00
Audio - Equipment Rental	each	n/a	M	\$750.00		\$0.00
Audio - Visual Equipment Rental	event	n/a	M	\$1,250.00		\$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	n/a	M	\$550.00		\$0.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing	n/a	M	\$750.00		\$0.00
Electronic Message Signs	day	n/a	M	\$240.00		\$0.00
Website URL Rental	year	n/a	F	\$425.00		\$0.00
FEMA FIS (Manual)	each	n/a	M	\$7.00		\$0.00
FEMA FIS Backup Data Request	each	n/a	M	\$400.00		\$0.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	n/a	F	\$8,250.00		\$0.00
FEMA Model/Floodplain Hardcopy	each	n/a	F	\$275.00		\$0.00
Railroad - Flagger (Service provided by RR)	hour	n/a	M	\$80.00		\$0.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	each	AC	M	\$3,500.00		\$0.00
Railroad - Permit	each	n/a	M	\$1,000.00		\$0.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification)	Per Person	n/a	M	\$500.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	n/a	M	\$3,000.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	n/a	M	\$2,350.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day	n/a	M	\$1,500.00		\$0.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	n/a	M	\$650.00		\$0.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	n/a	M	\$600.00		\$0.00
Flashing Arrow Board	day	n/a	F	\$500.00		\$0.00
Portable Message Board	day	n/a	M	\$300.00		\$0.00
Law Enforcement/Uniform Officer (including vehicle)	Hour	n/a	M	\$75.00		\$0.00
Required Permit Fees (non- railroad)	each	n/a	M	\$300.00		\$0.00
Boat with Motor	day	n/a	M	\$275.00		\$0.00
Fathometer	day	n/a	M	\$90.00		\$0.00
Backhoe Rental	day	n/a	M	\$1,500.00		\$0.00
Map Records	sheet	n/a	M	\$6.00		\$0.00
Deed Copies	sheet	n/a	F	\$2.00		\$0.00
Certified Deed Copies	sheet	n/a	F	\$2.50		\$0.00
Aerial Photographs (1" = 500' scale)	each	n/a	M	\$90.00		\$0.00
Reprographics	per sq. ft.	n/a	M	\$4.00		\$0.00

Prime Provider: HDR Engineering, Inc.
 Subconsultant: N/A
 Work Authorization: 02

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	Task 2 Project Management	Sub-Total per ODE
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour	n/a	M	\$110.00		\$0.00
Ground Target (includes paint, panel material, etc.)	Each	n/a	M	\$30.00		\$0.00
TARL Curation Fee	site	n/a	M	\$1,800.00		\$0.00
USB External Drive	each	n/a	M	\$40.00		\$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	\$45.00		\$0.00
				Total ODE Cost	\$2,254.55	\$2,254.55

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** _____ **and attach with the work authorization or supplemental work authorization.**

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 2 WA Amount: \$125,723.03 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
GEC Support for 365 Tollway - Roadway Construction Contract Letting	\$125,723.03
	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. Address: 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 VID Number: 14706805687 PH: 713-622-9264 & FAX: Email: David.Weston@hdrinc.com	Name: <u>David C. Weston</u> <i>(Please Print)</i> Title: <u>Gulf Coast Area Manager</u> Signature _____ Date _____
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature _____ Date _____
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature _____ Date _____
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2020-34

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2021 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 15th day of December, 2020 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 Authority is required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority’s fiscal year commences on January 1, 2021 and ends on December 31, 2021; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2021 Budget for the necessary operating and capital expenses;

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

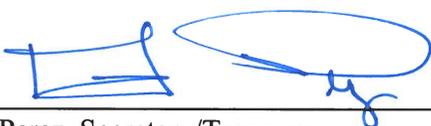
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board adopts the Fiscal Year 2021 Operating and Capital Budget, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to manage and administer the Fiscal Year 2021 Operating and Capital Budget.

Passed and Approved as to be effective immediately this 15th day of December 2020, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.



S. David Deanda, Jr., Chairman

Attest:



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2021
OPERATING AND CAPITAL BUDGET



Memorandum

October 16, 2020

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, Executive Director
Jose H. Castillo, Chief Financial Officer 

Subject: Preliminary Budget for Year 2021

Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority preliminary budget as recommended for calendar year 2021 is respectfully submitted to the Board of Directors for consideration, approval and adoption. It consists of three distinct sections (fund types)—namely, the General Fund, the Debt Service Funds and the Capital Project Fund. Presently, this budget doesn't include appropriations for Capital Projects Fund. Once funding sources and uses for the 365 Toll Project are determined an amended budget for the project will be submitted. The only inclusion to the Capital Projects Fund is an estimated transfer of \$700K to continue the advance project development.

Overview of the Budget

The budget for 2021 as presented basically reflects the about the same totals as last year's budget-- total spending at \$6.6M—with \$2.7M for operations and \$3.9M for combined debt service.

General Fund – Within the General Fund, a conservative approach was taken regarding the Vehicle Registration Fees and were budgeted at \$6.5M as compared to \$6.9M in 2020. Permit fees remained at the same level of \$1.M. Appropriations are anticipated to increase by \$87,544 or 3.27% from \$2.674M in 2020 to \$2.761M in 2021.

- The 2021 proposed budget is divided into four (4) Departments:
 - Administration Office with a proposed budget of \$1,220,350;
 - Construction Department with a proposed budget of \$843,064;
 - Program Management Department with a proposed budget of \$694,130;
 - ROW Operations Department with a proposed budget of \$4,000.

- The 2020 budget authorized 17 positions, which remained the same for the 2021 proposed budget. Total compensation, including fringe benefits, and administrative fees amount to \$2,018,944. Consisting of:
 - Administration--\$726,150;
 - Construction management--\$718,364; and
 - Program management--\$574,430.

As reflected in the budget summary, the bond coverage ratio for the VRF Series 2013 Bond and VRF Series 2020A and 2020B is still manageable at 1.64 coverage ratio and the number of days in working capital at 335 days.

Debt Service Funds

Debt service requirement for the remaining revenue bond series 2013 is estimated at \$1.5M and the bond series 2020A and 2020B is estimated at \$2.4M. Additionally, \$1.1M will be transferred from current excess vehicle registration fees as required by the State Infrastructure Bank Loan (SIB) agreement. The SIB Loan will require its first interest payment in the amount of \$409,106. No transfer is required, since enough funds are available in its debt service account.

We look forward to presenting this budget to you and welcome any questions, comments and recommendations.

Goal

The goal of this item is to meet the legal requirement as well as provide prudent financial/operational management to the affairs of the HCRMA.

Options

The Board, at its discretion, may wish to modify any part of this recommended budget.

Recommendation

Based upon a review by this Office, it is recommended that the 2021 Budget be approved and adopted as presented.

**Hidalgo County Regional Mobility Authority
2021 Combined Preliminary Budget Summary
All Funds**

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	\$ 3,570,557	\$ 7,515,000	\$ -	\$ (5,792,707)
Total General Fund	\$ 3,570,557	\$ 7,515,000	\$ -	\$ (5,792,707)
Debt Service Funds				
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds	\$ 349,133	\$ 5,000	\$ 1,496,450	\$ -
Senior Lein Vehicle Registration Fee Series 2020 Revenue and Refunding Bonds	\$ -	\$ -	\$ 2,470,095	\$ -
Junior Lein Revenue Bond, Taxable Series 2016	\$ 5,550,042	\$ 60,000	\$ 1,126,162	\$ -
Tota Debt Service Fund	\$ 5,899,175	\$ 65,000	\$ 5,092,707	\$ -
Capital Projects-Advance Project Development	\$ -	\$ -	\$ 700,000	\$ -
TOTALS	\$ 9,469,732	\$ 7,580,000	\$ 5,792,707	\$ (5,792,707)



Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
\$ 2,664,044	\$ 97,500	\$ -	\$ 2,761,544	\$ (1,039,251)	\$ 2,531,306
\$ 2,664,044	\$ 97,500	\$ -	\$ 2,761,544	\$ (1,039,251)	\$ 2,531,306
\$ -	\$ -	\$ 1,496,450	\$ 1,496,450	\$ 5,000	\$ 354,133
\$ -	\$ -	\$ 2,470,095	\$ 2,470,095	\$ -	\$ -
\$ -	\$ -	\$ 409,106	\$ 409,106	\$ 777,056	\$ 6,327,098
\$ -	\$ -	\$ 4,375,651	\$ 4,375,651	\$ 782,056	\$ 6,681,231
\$ -	\$ 700,000	\$ -	\$ 700,000	\$ -	\$ -
\$ 2,664,044	\$ 797,500	\$ 4,375,651	\$ 7,837,195	\$ (257,195)	\$ 9,212,537

Hidalgo County Regional Mobility Authority
 General Fund Preliminary Budget Summary
 For Year Ending December 31, 2021



	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
Beginning Working Capital	\$ 2,764,010	\$ 3,317,607	\$ 3,026,578	\$ 3,570,557
Revenues				
Vehicle Registration Fees	6,398,030	6,900,000	6,300,000	6,500,000
Permit fees oversize	921,753	1,000,000	1,000,000	1,000,000
Interest Income	46,074	40,000	15,000	15,000
Other income	114,107	-	150	-
Total Revenues	7,479,964	7,940,000	7,315,150	7,515,000
Expenditures				
Summary				
Personnel Services	968,750	1,989,850	982,490	2,018,944
Supplies	13,118	27,500	9,100	19,000
Other Services and Charges	378,117	476,050	340,084	480,000
Maintenance	73,225	41,000	36,500	98,000
Non-capital Outlay	19,478	53,100	12,000	48,100
Capital Outlay	18,125	86,500	7,900	97,500
Total Expenditures	1,470,813	2,674,000	1,388,074	2,761,544
Net Increase Before Other Financing Sources (Uses)	6,009,151	5,266,000	5,927,076	4,753,456
Other Financing Sources (Uses):				
Transfers-Out				
Debt Service Fund - VRF 2013 Bonds	(3,946,560)	(3,975,312)	(3,322,250)	(1,496,450)
Debt Service Fund - 2020A/2020B Bonds	-	-	(286,766)	(2,470,095)
Debt Service Fund - SIB Loan	(1,082,432)	(1,104,081)	(1,104,081)	(1,126,162)
Capital Projects-Advance Project Development	(717,591)	(850,000)	(670,000)	(700,000)
Total Other Financing Uses	(5,746,583)	(5,929,393)	(5,383,097)	(5,792,707)
Net Increase (Decrease) After Other Financing Sources (Uses)	262,568	(663,393)	543,979	(1,039,251)
Ending Working Capital	\$ 3,026,578	\$ 2,654,214	\$ 3,570,557	\$ 2,531,306
Operating Expenditures per Day	\$ 4,030	\$ 7,326	\$ 3,803	\$ 7,566
No. of Days of Operating Expenditures in Working Capital	751	362	939	335
Bond Coverage Ratio: VRF Series 2013 Bonds/2020A Bonds	1.62	1.74	1.75	1.64



Mission Statement:

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

Departments Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2019	2020	2020	2021
Personnel Services				
Salaries and Wages	\$ 779,847	\$ 1,630,400	\$ 800,040	\$ 1,660,882
Employee Benefits	173,228	326,300	167,000	324,912
Administrative Cost	15,675	33,150	15,450	33,150
Supplies	13,118	27,500	9,100	19,000
Other Services and Charges	378,117	476,050	340,084	480,000
Maintenance	73,225	41,000	36,500	98,000
Operations Subtotal	1,433,210	2,534,400	1,368,174	2,615,944
Capital and Non-capital Outlay	37,603	139,600	19,900	145,600
Total Expenditures	\$ 1,470,813	\$ 2,674,000	\$ 1,388,074	\$ 2,761,544
PERSONNEL				
Exempt	4	8	4	8
Non-Exempt	2	9	3	9
Part-Time	1	-	1	-
Total Positions Authorized	7	17	8	17

Contact Us:

Maria E. Alaniz
 Administrative Assistant
 P.O. Box 1766
 Pharr, TX 78577 (956) 402-4762

MAJOR FY 2021 GOALS

- 1.) **Begin construction of the 365 Toll Project**
- 2.) **Complete enviornmental clearance document for the International Bridge Trade Corridor Project.**
- 3.) **Begin enviornmental clearance document for FM 1925.**
- 4.) **Begin enviornmental clearance document for Section A West.**

Mission Statement:

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

Department Summary

Expenditure Detail:	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
COMPENSATION				
Exempt				
Executive Director	201,857	\$ 200,000	\$ 210,389	\$ 210,000
Chief Auditor/Compliance/Officer	109,834	105,000	115,110	115,514
Chief Financial Officer	36,968	130,000	44,227	130,000
ROW/Utility Coordinator	-	78,000	-	-
Total Exempt	348,659	513,000	369,726	455,514
Non-Exempt				
Administrative Assistant III	45,018	43,000	44,638	44,670
Administrative Assistant II	3,726	37,000	32,504	38,000
Contingency	-	42,000	-	28,400
Total Non-Exempt	48,744	122,000	77,142	111,070
Other				
Overtime	96	500	100	500
Vehicle Allowance	15,600	30,000	15,600	22,800
Phone Allowance	3,900	7,500	4,500	6,300
Total Other	19,596	38,000	20,200	29,600
Sub-Total	416,999	673,000	467,068	596,184
Benefits/Other:				
Social Security	26,206	51,500	27,200	45,608
Health Insurance	25,110	29,300	24,100	29,000
Retirement	30,501	53,900	33,900	45,608
Administrative Fee	8,325	11,700	9,600	9,750
Total Compensation and Adm. Fees	507,141	819,400	561,868	726,150
SUPPLIES				
Office Supplies	9,166	15,000	8,500	12,000
Total Supplies	9,166	15,000	8,500	12,000
OTHER SERVICES & CHARGES				
Janitorial	24	500	800	1,000
Utilities	2,776	2,700	2,700	2,800
Contractual Adm/IT Services	8,168	8,500	6,500	8,500
Dues & Subscriptions	15,404	20,000	14,000	15,000
Subscriptions-software	1,284	3,500	-	500
Postage/FedEx/Courier Services	1,835	2,500	2,300	2,500
General Liability	3,239	5,000	2,900	3,000
Insurance - E&O	1,396	1,500	1,404	1,500
Insurance - Surety	116	800	800	800
Insurance - LOC	500	550	500	500
Insurance - Other	3,875	4,500	3,000	3,000
Insurance - Cybersecurity	-	-	3,000	2,500
Business Meals	-	1,000	-	500
Advertising	3,898	4,000	-	4,000
Training	6,504	8,000	5,000	8,000

Travel	7,047	10,000	5,000	10,000
Printing	6,328	10,000	6,500	8,000
Bank service charges	-	100	-	100
Accounting & Auditing	30,710	30,000	29,000	30,000
Legal services	47,057	50,000	27,000	65,000
Legal services-gov. affairs	120,204	120,000	120,000	120,000
Financial consulting fees	1,130	2,000	3,770	4,000
Insurance consultant	3,920	7,000	12,300	10,000
Rental - Office	55,126	54,000	53,760	54,000
Rental - Office Equipment	6,832	8,500	8,200	8,500
Rental- Other	-	500	-	500
Contractual Website Services	2,400	3,600	2,400	2,400
Miscellaneous	840	500	-	500
Penalties & Interest	21	100	-	100
	<hr/>	<hr/>	<hr/>	<hr/>
Total Other Services & Charges	330,634	359,350	310,834	367,200
	<hr/>	<hr/>	<hr/>	<hr/>
<u>MAINTENANCE</u>				
Building Remodel	66,539	30,000	30,000	70,000
Maintenance and Repairs	2,642	5,000	4,000	25,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Maintenance	69,181	35,000	34,000	95,000
	<hr/>	<hr/>	<hr/>	<hr/>
<u>CAPITAL OUTLAY</u>				
Capital outlay	18,125	7,500	7,900	10,000
Non-capital	11,897	15,000	5,500	10,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Capital Outlay	30,022	22,500	13,400	20,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	\$ 946,144	\$ 1,251,250	\$ 928,602	\$ 1,220,350
	<hr/>	<hr/>	<hr/>	<hr/>



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

Department Summary				
Expenditure Detail:	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
COMPENSATION				
Exempt				
Construction Engineer	\$ 130,527	\$ 130,000	\$ 134,772	\$ 134,970
Total Exempt	130,527	130,000	134,772	134,970
Non-Exempt				
Construction Inspector Sr	-	65,000	-	65,000
Construction Inspectors (4)	-	220,000	-	220,000
Construction Records Specialist	44,664	44,000	45,500	45,566
Administrative Assistant III	38,346	-	-	-
Administrative Assistant I	-	31,000	-	31,000
Contingency	-	27,200	-	27,992
Total Non-Exempt and Contingency	83,010	387,200	45,500	389,558
Other				
Overtime	-	500	-	10,500
Vehicle Allowance	7,200	43,200	7,200	43,200
Phone Allowance	3,184	9,600	2,400	9,600
Total Other	10,384	53,300	9,600	63,300
Sub-Total	223,921	570,500	189,872	587,828
Benefits/Other:				
Social Security	16,293	43,600	13,800	44,968
Health Insurance	21,287	24,900	17,800	25,000
Retirement	17,958	45,700	15,200	44,968
Administrative Fee	5,325	15,600	3,900	15,600
Total Compensation and Adm. Fees	284,784	700,300	240,572	718,364
SUPPLIES				
Office Supplies	215	1,500	500	1,500
Small Tools	570	10,000	-	5,000
Total Supplies	785	11,500	500	6,500
OTHER SERVICES & CHARGES				
Janitorial	839	-	-	-
Utilities	711	-	-	-
Uniforms	-	6,000	-	6,000
Dues & Subscriptions	630	2,000	1,000	2,000
Subscriptions-software	6,000	7,000	4,500	7,000
Postage	-	-	100	500
Advertising	-	2,500	2,500	5,000
Training	2,270	5,000	1,500	5,000
Travel	2,228	8,000	1,000	5,000
Rental-Office	3,600	-	-	-
Rental-Office Equipment	2,264	2,400	2,400	2,700
Rental-Other	-	750	-	500
Total Other Services & Charges	18,542	33,650	13,000	33,700
MAINTENANCE				
Maintenance and Repairs	275	-	-	-
Total Maintenance	275	-	-	-
CAPITAL OUTLAY				
Capital Outlay	-	54,000	-	62,500
Non-Capitalized	1,478	22,000	-	22,000
	1,478	76,000	-	84,500
Total Expenditures	\$ 305,864	\$ 821,450	\$ 254,072	\$ 843,064



Mission Statement:

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

Department Summary

Expenditure Detail:	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
COMPENSATION				
Exempt				
Deputy ED/Program	\$ -	\$ 150,000	\$ -	\$ 150,000
Chief Development Engineer	130,527	130,000	134,700	134,970
ROW/Utility Coordinator	-	-	-	72,000
Designer	-	70,000	-	70,000
Total Exempt	130,527	350,000	134,700	426,970
Non-Exempt				
Contingency	-	18,400	-	23,000
Total Non-Exempt and Contingency	-	18,400	-	23,000
Other				
Overtime	-	500	-	500
Vehicle Allowance	7,200	14,400	7,200	21,600
Phone Allowance	1,200	3,600	1,200	4,800
Total Other	8,400	18,500	8,400	26,900
Sub-Total	138,927	386,900	143,100	476,870
Benefits/Other:				
Social Security	10,166	29,600	10,500	36,480
Health Insurance	14,565	16,800	13,000	16,800
Retirement	11,142	31,000	11,500	36,480
Administrative Fee	2,025	5,850	1,950	7,800
Total Compensation and Adm. Fees	176,825	470,150	180,050	574,430
SUPPLIES				
Office Supplies	3,167	1,000	100	500
Total Supplies	3,167	1,000	100	500
OTHER SERVICES & CHARGES				
Dues & Subscriptions	1,262	2,500	1,000	2,500
Subscriptions-Software	21,746	71,350	13,000	69,000
Postage	-	-	-	100
Advertising	-	-	-	1,500
Training	2,270	3,000	500	3,000
Travel	2,954	5,000	1,000	2,000
Total Other Services & Charges	28,232	81,850	15,500	78,100
CAPITAL OUTLAY				
Capital	-	25,000	-	25,000
Non-capitalized	6,103	16,100	6,500	16,100
Total Capital Outlay	6,103	41,100	6,500	41,100
Total Expenditures	\$ 214,327	\$ 594,100	\$ 202,150	\$ 694,130



Mission Statement:

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

Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2019	2020	2020	2021
<u>MAINTENANCE</u>				
Maintenance and Repairs-BSIF	3,769	6,000	2,500	3,000
Total Maintenance	3,769	6,000	2,500	3,000
<u>OTHER SERVICES & CHARGES</u>				
Utilities-BSIF	709	1,200	750	1,000
Total Other Services & Charges	709	1,200	750	1,000
Total Expenditures	\$ 4,478	\$ 7,200	\$ 3,250	\$ 4,000

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Fund Balance Summary
For Year Ending December 31, 2021

www.hcrma.net



	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
Beginning Fund Balance	\$ 350,221	\$ 386,221	\$ 345,333	\$ 349,133
Revenues:				
Interest	25,464	20,000	3,800	5,000
Total Revenues	25,464	20,000	3,800	5,000
Expenditures:				
Principal	1,220,000	1,255,000	1,255,000	1,305,000
Interest and Fee Expenses	2,756,912	2,720,312	2,127,250	191,450
Total Debt Service Expenditures	3,976,912	3,975,312	3,382,250	1,496,450
Total Expenditures	3,976,912	3,975,312	3,382,250	1,496,450
Other Financing Sources:				
Transfer-in General Fund	3,946,560	3,975,312	3,382,250	1,496,450
Total Other Financing Sources	3,946,560	3,975,312	3,382,250	1,496,450
Ending Fund Balance	\$ 345,333	\$ 406,221	\$ 349,133	\$ 354,133

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Fund Balance Summary
For Year Ending December 31, 2021

www.hcrma.net



	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenues:				
Interest	-	-	-	-
Total Revenues	-	-	-	-
Expenditures:				
Principal	-	-	-	805,000
Interest and Fee Expenses	-	-	286,766	1,665,095
Total Debt Service Expenditures	-	-	286,766	2,470,095
Total Expenditures	-	-	286,766	2,470,095
Other Financing Sources:				
Transfer-in General Fund	-	-	286,766	2,470,095
Total Other Financing Sources	-	-	286,766	2,470,095
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lein Revenue Bond, Taxable Series 2016A
Fund Balance Summary
For Year Ending December 31, 2021

www.hcrma.net



	Actual 2019	Budget 2020	Estimated 2020	Budget 2021
Beginning Fund Balance	\$ 3,206,822	\$ 4,379,254	\$ 4,389,961	\$ 5,550,042
Revenues:				
Interest	100,707	100,000	56,000	60,000
Total Revenues	100,707	100,000	56,000	60,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	-	-	-	409,106
Total Debt Service Expenditures	-	-	-	409,106
Other Financing Sources:				
Transfer-in General Fund	1,082,432	1,104,081	1,104,081	1,126,162
Total Other Financing Sources	1,082,432	1,104,081	1,104,081	1,126,162
Ending Fund Balance	\$ 4,389,961	\$ 5,583,335	\$ 5,550,042	\$ 6,327,098

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-35

APPROVAL OF SUPPLEMENTAL AGREEMENT 1 TO WORK
AUTHORIZATION 2 TO THE PROFESSIONAL SERVICE
AGREEMENT WITH HDR ENGINEERING TO PROVIDE GENERAL
ENGINEERING CONSULTANT SERVICES FOR THE 365 TOLLWAY
ROADWAY CONSTRUCTION CONTRACT LETTING SUPPORT

THIS RESOLUTION is adopted this 15th day of December, 2020, 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 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on the Authority finds it necessary to approve Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63;

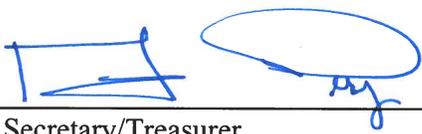
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Supplemental Agreement 1 to Work Authorization 2 to the Professional Services Agreement with HDR Engineering, Inc. for General Engineering Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Supplemental Agreement 1 to Work Authorization 2 to the Professional Services Agreement for Program Management Support.

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 15th day of December, 2020, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Rick Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL AGREEMENT 1 TO WORK AUTHORIZATION 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

**SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

PART I. The GEC will perform additional 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 GEC as are further detailed in Exhibits B, C, D, and H-2 which are attached hereto and made a part of the Supplemental Agreement to the Work Authorization.

PART II. The maximum amount payable under this Supplemental Agreement to the Work Authorization is \$93,284.63 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 Supplemental Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)
Gulf Coast Area Manager

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit B | Services to be provided by the GEC |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. 365 Toll Contract Letting Oversight

The GEC will assist the Authority with Letting Oversight for the 365 Toll Project. The 365 Toll Project delivery method is design-bid-build. The GEC will provide the following services:

- Procurement Document Updates (previously approved)
- Requests for information (RFI's)
- Addenda
- Pre-Bid meeting
- Bid Analysis and Bidder Qualifications
- HUB Dashboard
- 365 Toll Quantity Quality Review (previously approved)

1.1. Procurement Document Updates (previously approved)

The GEC will assist the Authority with updating the procurement documents which includes the following:

- | | | |
|--|---------------------------|----------------------|
| • Invitation to Bid | • Contractor's Assurance | • Contract Agreement |
| • Notice to Bidder | • Non-collusion Affidavit | • Performance Bond |
| • Bid | • Child Support Statement | • Payment Bond |
| • Attachments | • DBE Requirements | • Warranty Bond |
| • Disclosure of
Lobbying Activities | • Bid Bond | • Receipt of Addenda |

The GEC will collaborate with the Authority on proposed changes to the applicable procurement documents above and Specification Articles (2L & 3L) to incorporate the following methodologies, if feasible:

- Addition of a clear and defined process for a Contractor initiated value engineering change proposal (VECP)
- A + B Bidding
- Provision for alternative technical concepts (ATCs)
- Incentives and Disincentives

1.2. Requests for Information (RFI's)

The GEC is not responsible for developing responses to RFI's which clarify or alter the Engineer of Record's (EOR's) design intent or construction methods. The GEC's assistance with RFI's is limited to the following:

- Review of previous RFI's submitted by bidders responding to the Fall of 2017 365 Toll letting to gain familiarity with topics covered. The old RFI's will be provided by the Authority in a searchable PDF format. For the purpose of this scope of work, old RFI's are defined as RFI's the

Authority received as part of the Fall of 2017 365 Toll letting. New RFI's are defined as RFI's received during the future re-letting of the 365 Toll project, tentatively scheduled for April 2021.

- Tracking and Documentation of new RFI's submitted by bidders for the April 2021 365 Toll letting. Assume 70 total RFI's submitted by bidders. Tracking of RFI's will be managed in a spreadsheet software or similar program.
- New RFI's submitted by bidders requiring design or construction clarification that cannot be answered by referring the bidders to a similar old RFI will be routed to the appropriate EOR for a response. Assume 20 RFI's.
- Bidders submitting new RFI's requiring design or construction clarification that are similar to old RFI's will be referred to the appropriate old RFI(s) which were answered previously by the EOR(s). Assume 40 RFI's.
- New RFI's requiring clarification of bid process, award process, or procurement documents will be answered upon collaboration with and approval by the Authority. Assume 10 RFI's.

1.3. Addenda

The GEC will assist the Authority with compiling addenda which may consist of:

- Cover Page
- Answered RFI's
- EOR modified construction documents
- Letting schedule updates
- Modified procurement documents

Assume 4 addenda.

1.4. Pre-Bid Meeting

The GEC will assist the Authority with scheduling and holding a pre-bid meeting for the 365 Toll project. Assistance includes providing a sign-in sheet, recording general topics discussed including questions asked, assisting the Authority with answering questions, and compiling meeting minutes for documentation. Assume two GEC resources will travel to the City of Pharr for the meeting.

1.5. Bid Analysis and Bidder Qualifications

The GEC will assist the Authority with co-locating the bidders' tabulated bids into a spreadsheet to analyze the variances between them and report to the Authority any inconsistencies or irregularities found. The tabulated bids will also be compared to the latest version of the 365 Toll opinion of probably construction cost (OPCC).

1.6. Contractor's Baseline Schedule

The GEC will assist the Authority with evaluating the apparent successful bidder's baseline schedule and comparing it to the Authority's latest project baseline schedule. Irregularities or inconsistencies found in the Contractor's schedule will be brought to the Authority's attention. The GEC will assist with, if appropriate, obtaining clarification from the Contractor to resolve schedule irregularities or inconsistencies. It is assumed that this task only applies to one contractor. Primavera is the assumed scheduled format that will be used for evaluation.

1.7. HUB Dashboard

The GEC will develop a HUB Dashboard for the 365 Toll Project. Development consists of the following:

- Data Reviews

The GEC will perform data reviews for all data sets which will be included in project dashboards. Reviews will include data format, update frequency, and attribution; at the task conclusion the reviews will be documented. The purpose of the reviews is to get an understanding of the current state of the data and identify any conversions to make them dashboard ready. Our understanding is that the ROW data has a GIS layer available and spreadsheet for tracking ROW Acquisitions. Reviews for utility and drainage data will be conducted and an assessment will be completed to develop a plan to incorporate into the dashboards.

- HUB & Dashboards Design

The GEC will conduct a workshop with the Authority to capture the design requirements for the Project HUB and associated dashboards. This workshop will determine the data sources, update frequency, branding and visualizations of all the applications. Design requirements will be documented and reviewed by the Authority. Workshops participants will include key project staff up to 8 participants. Applications include:

- Overall Project HUB
- ROW Acquisition dashboard
- Drainage / Irrigation District crossings dashboard
- Utility Relocations dashboard

- Application configuration and data preparation

The GEC will prepare data, as identified in the Data Review task, for use in the project applications. Working from the design requirements, captured during the workshop, we will build out the project HUB and associated dashboards. As the applications are completed the Authority will review and test. Once approved the applications will go live.

- Overall Project
- ROW Acquisition
- Drainage / Irrigation District crossings
- Utility Relocations

- Dashboard Updates

The GEC anticipates updating the dashboards once a week. This is subject to change based on feedback during the workshop. Based on the data sources these updates could be done in spreadsheets, GIS data attribution or other method. Updates will cease upon project letting in April 2021 unless extended by the Authority's approval through a supplemental work authorization.

- Overall Project (1 per week)
- ROW Acquisition (1 per week)
- Drainage / Irrigation District crossings (1 per week)
- Utility Relocations (1 per week)

1.8. 365 Toll Quantity Quality Review (previously approved)

A Quality Review of a portion of the 365 Toll quantities will be performed by the GEC. The goal of the task is to identify potential irregularities in the quantities reported in the 365 Toll Plan summary sheets. The 365 Toll Project is a 12.22 mile project that consists of 2,770 plan sheets, 106 of which are quantity summary sheets. The GEC will coordinate with the Authority on a list of bid items that would likely have a significant impact on the total estimated Project cost if there are irregularities in the quantities reported in the OPCC and plan summary sheets. The following represents an initial list of plan elements that may be considered having such an impact:

- Pavement (23 summary sheets)
- Retaining Wall (1 summary sheet)
- Drainage (10 summary sheets)
- Bridge (3 summary sheets)

The approach and methodology for reviewing quantities is focusing on plan elements that can be reasonably estimated by scaling bid items off the plan sheets and running calculations based on traditional geometry (i.e. length, width, depth). Some elements, such as earthwork, requires analysis of the engineer of record's earthwork model and is not included in the scope of this work authorization. Deeper analysis similar to this requires a supplement to this work authorization or a new work authorization under separate cover.

The following assumptions serve as a basis for the level of effort:

- 28 Typical Section Sheets to Review
- 199 Plan and Profile Sheets to Review
- 50 Retaining Wall Sheets to Review
- 203 Drainage Sheets to Review
- 453 Bridge Sheets to Review

The results of the quantity audit will be summarized in a draft technical memorandum for the Authority's review. Upon addressing the Authority's comments, a final technical memorandum will be submitted. Irregularities identified in the quantities will be forwarded to the EOR for their response. Quantities developed by the GEC with the approach and methodology defined above will not be used for bidding or construction. The EOR's retain responsibility for design quantities.

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 02
Supplemental Agreement: 01

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Structural Engineer	Construction Manager	Sr Estimator	Sr GIS Operator	Web/App Developer	Economist	Sr Traffic Engineer	Sr Engineer Tech	Sr Scheduler	Scheduler	Estimating / Scheduling Support 2	Estimating / Scheduling Support 1	Accounting	Admin / Clerical III	Total Task Hours	Line Item Fee	
DESCRIPTION OF TASKS/DETAILS																										
Negotiated Rate	\$220.62	\$254.57	\$296.99	\$234.77	\$240.42	\$198.00	\$169.71	\$141.43	\$231.94	\$173.50	\$189.51	\$189.51	\$130.11	\$183.85	\$169.71	\$254.57	\$107.48	\$209.31	\$161.23	\$179.61	\$121.63	\$115.69	\$84.86			
1 - 365 Toll Contract Letting Oversight																									0	\$0.00
1.1 Procurement Updates																									0	\$0.00
Update Documents																									0	\$0.00
VECP research and language development																									0	\$0.00
Bidding Methodology (i.e. A+B Bidding)																									0	\$0.00
ATC's																									0	\$0.00
Incentives and Disincentives																									0	\$0.00
1.2 Requests for Information																									0	\$0.00
Review of previous RFI's	2	2		2		8	12	12															4	4	42	\$7,077.04
RFI tracking and documentation	2	2			4	6	8										40						40	40	102	\$12,151.34
RFI routing to EOR (20 RFIs)	2			12		8	12		8																42	\$8,734.52
Referring bidders to old RFI's (40 RFIs)	2			12			16	24									24								78	\$11,947.68
Resp. to new RFI's (bid process, award, procure) (10 RF)	4		2	6		8	12				4														36	\$7,263.64
1.3 Addenda	4					8	16																16	16	44	\$6,539.60
1.4 Pre-Bid Meeting	4	4				2		4															2	2	16	\$3,032.20
1.5 Bid Analysis and Bidder Qualifications	2		2			4	8	4																	20	\$3,750.62
1.6 Contractor's Baseline Schedule		3									4	6						16	16				4	4	49	\$8,926.89
1.7 HUB Dashboard																									0	\$0.00
Data Reviews				4									16	8											28	\$4,491.64
HUB & Dashboard Design	2			8									18	8											36	\$6,132.18
Application configuration and data preparation	2			6									16	24											48	\$8,344.02
Dashboard Updates	2			2									8	16											28	\$4,893.26
1.8 365 Toll Quantity Audit																									0	\$0.00
Pavement																									0	\$0.00
Retaining Wall																									0	\$0.00
Drainage																									0	\$0.00
Bridge																									0	\$0.00
Other																									0	\$0.00
Labor Hours Total	28	11	4	52	4	44	84	44	8	0	8	6	58	56	0	0	64	16	16	0	0	0	66	569	hours check	
Labor Cost Total	\$6,177.36	\$2,800.27	\$1,187.96	\$12,208.04	\$961.68	\$8,712.00	\$14,255.64	\$6,222.92	\$1,855.52	\$0.00	\$1,516.08	\$1,137.06	\$7,546.38	\$10,295.60	\$0.00	\$0.00	\$6,878.72	\$3,348.96	\$2,579.68	\$0.00	\$0.00	\$0.00	\$5,600.76	\$93,284.63	cost check	
% Staff Distribution	5%	2%	1%	9%	1%	8%	15%	8%	1%	0%	1%	1%	10%	10%	0%	0%	11%	3%	3%	0%	0%	0%	12%	100%		

Covered in original Work Authorization 2

Covered in original Work Authorization 2

EXHIBIT C WORK SCHEDULE

365 Toll Contract Letting Oversight

Procurement Documents (covered in original Work Authorization 2)

- **November 2020 through February 2021** (end date is assumed deadline to enter letting process, to be confirmed with Authority)

RFI's, Addenda, Pre-Bid Meeting, Bid Analysis, Bidder Qualifications

- **April 2021 through June 2021** (assume project letting starts April 2021)

HUB Dashboard

- **December 2020 through April 2021** (assume project letting starts April 2021)

365 Toll Quantity Quality Review (covered in original Work Authorization 2)

- **November 2020 through January 2021**

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 2 WA Amount: \$125,723.03 Date: 11/20/2020

Supplemental Work Authorization (SWA) #: 1 to WA #: 2 SWA Amount: / \$93,284.63

Revised WA Amount: \$219,007.66

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
GEC Support for 365 Tollway - Roadway Construction Contract Letting	\$219,007.66
	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. Address: 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 VID Number: 14706805687 PH: 713-622-9264 & FAX: Email: <u>David.Weston@hdrinc.com</u>	Name: <u>David C. Weston</u> <i>(Please Print)</i> Title: <u>Gulf Coast Area Manager</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-36

APPROVAL OF WORK AUTHORIZATION 3 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH HDR FOR
GENERAL ENGINEERING CONSULTANT SERVICES FOR THE 365
TOLLWAY TOLL INTEGRATION CONTRACT LETTING SUPPORT

THIS RESOLUTION is adopted this 15th day of December 2020, 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 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63;

WHEREAS, on the Authority finds it necessary to approve Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36;

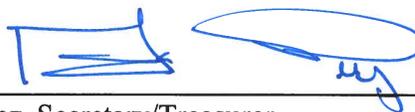
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 3 to the Professional Services Agreement with HDR Engineering, Inc. for General Engineering Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 3 to the Professional Services Agreement for Program Management Support.

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 15th day of December, 2020, at which meeting a quorum was present.

A handwritten signature in blue ink, appearing to read "S. David Deanda, Jr.", written above a horizontal line.

S. David Deanda, Jr., Chairman

A handwritten signature in blue ink, appearing to read "Rick Perez", written above a horizontal line.

Rick Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 3
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-1

**WORK AUTHORIZATION NO. 3
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

PART I. The GEC 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 GEC as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$299,785.36 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 GEC 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, 2021, 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 General Engineering Consulting Services.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)
Gulf Coast Area Manager

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- Exhibit A Services to be provided by the Authority
- Exhibit B Services to be provided by the GEC
- Exhibit C Work Schedule
- Exhibit D Fee Schedule/Budget
- Exhibit H-2 Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer's** progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. General

The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter referred to as the “Authority”) in:

- Tolling TMS Assessment,
- Toll Integrator Procurement.

Any Authority approved substantial design revisions that are required to update the 365 Toll traffic management system (TMS) to an updated technology is outside the limit of this scope, and it will require an additional supplemental and scope.

1.1. 365 Tolling Assessment

The GEC will provide the Authority support in their effort to provide recommendations on the tolling system components by the following scoping efforts:

- High Level Document Review that includes:
 - Volumes 4-9 of the previously submitted RFP
 - i. Review will include identifying any impact to volumes 1-3 of RFP
 - Tolling TMS specific plan review
 - System integration requirements
 - Back office operations requirements
 - 2 Comment Review Workshops
 - Final Procurement Document Submittal
 - Comments will be provided in spreadsheet format
- Alternatives Assessment
 - Workshop to discuss alternatives with HCRMA to brainstorm alternatives for delivery/contract elements
 - Provide recommendations on any up-to-date technology that may be implemented on the corridor
 - Update Tolling TMS Estimate
 - i. Roadside System Cost
 - ii. Roadside Maintenance and Operations
 - iii. Back Office Operations
 - Develop a high-level cost/benefit analysis of any recommendations that are provided, (comparing base case to two alternatives for each) including
 - i. Back office operations
 - ii. Toll systems and technology alternatives
 - Any written deliverable will be in memo format and include a draft and final version

1.2. Tolling Integrator Procurement

The GEC will provide support for selection of a toll system integrator which will consist of the following scoping efforts:

- Assisting with responding to and integrating previously received RFI's related to GEC updates to the RFP (Volumes 4-9)
- Generate requirement trace matrix document from volumes 4-9 of RFP to be approved prior to receiving bids.
- Integrate Addenda into RFP Volumes 4-9
- Review and Update Procurement Documents excluding contract
- Evaluate up to 5 vendor proposals and qualifications
 - Level of review will be proportional to number of proposals received, and not to exceed budgeted hours
 - Reviews will not include a compliance check list
 - Estimate reviews will be limited to the Tolling TMS
- Assist with Bidder Recommendation Letter

2. Services not included in this scope:

- Special provision development
- Substantial re-write of the procurement documents
- RFI's regarding requirements updated/added by GEC
- Development of Signed and Sealed Plans
- Conformed set of RFP documents

EXHIBIT C WORK SCHEDULE

365 Toll Tolling Support

Tolling TMS Assessment

- **December 2020 through February 2021** (end date is assumed deadline to enter letting process, to be confirmed with Authority)

Tolling Integrator Procurement

- **April 2021 through June 2021** (assume project letting starts April 2021)

Prime Provider: HDR Engineering, Inc.
 Subconsultant: N/A
 Work Authorization: 03

Labor Categories	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Toll Ops Advisor	Toll Ops Leader	Economist	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	\$220.62	\$240.42	\$198.00	\$169.71	\$240.42	\$282.85	\$169.71	\$84.86		
DESCRIPTION OF TASKS/DETAILS										
1 - Traffic Management System Support									0	\$0.00
1.1 365 Tolling Assessment									0	\$0.00
Document Review									0	\$0.00
RFP Document Review Volumes 4-9	4		24	8	60	40			136	\$32,731.36
Tolling TMS specific Plan Review	2		16	16	20				54	\$11,133.00
System Integration Plan/Reqs	2				20	16			38	\$9,775.24
Back Office Operations Plans/Reqs	2				20	4			26	\$6,381.04
Review Workshop Review #1	4	4	4	4	8	8			32	\$7,501.16
Update From Workshop Review#1	4	24	20	36	50	30			164	\$37,228.62
Review Workshop Review #2	4				8	4			16	\$3,937.24
Update From Workshop Review#2	2	24	16	16	40	16			114	\$26,237.08
Final Procurement Document Submittal	2	8							10	\$2,364.60
									0	\$0.00
Alternative Assessment									0	\$0.00
Workshop to Discuss Alternatives	4		4	4	8	4			24	\$5,408.08
Technology Update Recommendations	3	12	8	8	30	16			77	\$18,226.78
Updated Tolling Estimate	3	12	16	10	60	30			131	\$31,322.70
High Level C/B Analysis	2	6	16	16	30	24	24		118	\$25,841.16
									0	\$0.00
1.2 Tolling Integrator Procurement									0	\$0.00
Assist RFI Responses	3		14	14	32	20			83	\$19,160.24
Integrate Addenda into RFP	3		8	8	20	10			49	\$11,240.44
Review Vendor Proposals and Qualifications	6	36	30	20	50	36			178	\$41,516.64
Assist w/Bidder Rec Letter	3	12	4	4	8	4			35	\$8,072.50
									0	\$0.00
									0	\$0.00
Labor Hours Total	53	138	180	164	464	262	24	0	1285	hours check 1285
Labor Cost Total	\$11,692.86	\$33,177.96	\$35,640.00	\$27,832.44	\$111,554.88	\$74,106.70	\$4,073.04	\$0.00	\$298,077.88	cost check \$298,077.88
% Staff Distribution	4%	11%	14%	13%	36%	20%	2%	0%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 03

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	Task 2 Project Management	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00	2	\$64.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00	2	\$188.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00	2	\$110.00
Mileage	mile	CSR	F	\$0.545	155	\$84.48
Rental Car Fuel	gallon	n/a	M	\$3.75	16	\$60.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00	1	\$75.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00		\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00	1	\$450.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00	1	\$600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00		\$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00		\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00		\$0.00
Parking	day	n/a	M	\$20.00	2	\$40.00
Toll Charges	each	n/a	M	\$10.00		\$0.00
Standard Postage	letter	CSR	F	\$0.47		\$0.00
Certified Letter Return Receipt	each	CSR	F	\$6.20		\$0.00
Overnight Mail - letter size	each	CSR	M	\$22.00		\$0.00
Overnight Mail - oversized box	each	CSR	M	\$85.00		\$0.00
Courier Services	each	n/a	M	\$28.00		\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25		\$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12	300	\$36.00
Photocopies Color (11" X 17")	each	n/a	F	\$1.50		\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85	0	\$0.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25		\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50		\$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00		\$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00		\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00		\$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	\$125.00		\$0.00
Report Printing	each	n/a	M	\$65.00	0	\$0.00
Report Binding and tabbing	each	n/a	M	\$8.00		\$0.00
Notebooks	each	n/a	M	\$9.00		\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00		\$0.00
CDs	each	n/a	F	\$1.75		\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25		\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00		\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00		\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00		\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00		\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00		\$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	\$1,350.00		\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00		\$0.00
Court Reporter	page	n/a	M	\$10.00		\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	\$100.00		\$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	\$35.00		\$0.00
Sound Technician for Public Involvement	event	n/a	M	\$1,000.00		\$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	\$800.00		\$0.00
Public involvement Facility Rental (estimate)	8 hours	n/a	M	\$1,600.00		\$0.00
Public Involvement Facility Rental (estimate)	hour	n/a	M	\$200.00		\$0.00
Public involvement Facility Rental	event	n/a	M	\$3,000.00		\$0.00
Audio - Equipment Rental	each	n/a	M	\$750.00		\$0.00
Audio - Visual Equipment Rental	event	n/a	M	\$1,250.00		\$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	n/a	M	\$550.00		\$0.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing	n/a	M	\$750.00		\$0.00
Electronic Message Signs	day	n/a	M	\$240.00		\$0.00
Website URL Rental	year	n/a	F	\$425.00		\$0.00
FEMA FIS (Manual)	each	n/a	M	\$7.00		\$0.00
FEMA FIS Backup Data Request	each	n/a	M	\$400.00		\$0.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	n/a	F	\$8,250.00		\$0.00
FEMA Model/Floodplain Hardcopy	each	n/a	F	\$275.00		\$0.00
Railroad - Flagger (Service provided by RR)	hour	n/a	M	\$80.00		\$0.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	each	AC	M	\$3,500.00		\$0.00
Railroad - Permit	each	n/a	M	\$1,000.00		\$0.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person	n/a	M	\$500.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	n/a	M	\$3,000.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	n/a	M	\$2,350.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day	n/a	M	\$1,500.00		\$0.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	n/a	M	\$650.00		\$0.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	n/a	M	\$600.00		\$0.00
Flashing Arrow Board	day	n/a	F	\$500.00		\$0.00
Portable Message Board	day	n/a	M	\$300.00		\$0.00
Law Enforcement/Uniform Officer (including vehicle)	Hour	n/a	M	\$75.00		\$0.00
Required Permit Fees (non- railroad)	each	n/a	M	\$300.00		\$0.00
Boat with Motor	day	n/a	M	\$275.00		\$0.00
Fathometer	day	n/a	M	\$90.00		\$0.00
Backhoe Rental	day	n/a	M	\$1,500.00		\$0.00
Map Records	sheet	n/a	M	\$6.00		\$0.00
Deed Copies	sheet	n/a	F	\$2.00		\$0.00
Certified Deed Copies	sheet	n/a	F	\$2.50		\$0.00
Aerial Photographs (1" = 500' scale)	each	n/a	M	\$90.00		\$0.00
Reprographics	per sq. ft.	n/a	M	\$4.00		\$0.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour	n/a	M	\$110.00		\$0.00
Ground Target (includes paint, panel material, etc.)	Each	n/a	M	\$30.00		\$0.00
TARL Curation Fee	site	n/a	M	\$1,800.00		\$0.00
USB External Drive	each	n/a	M	\$40.00		\$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	\$45.00		\$0.00
				Total ODE Cost	\$1,707.48	\$1,707.48

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.
 Work Authorization (WA)#: 3 WA Amount: \$299,785.36 Date: _____
 Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
GEC Support for 365 Tollway - Toll Integration Contract Letting	\$299,785.36
	\$0
Total Commitment Amount (Including all additional pages.)	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. Address: 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 VID Number: 14706805687 PH: 713-622-9264 & FAX: Email: David.Weston@hdrinc.com	Name: <u>David C. Weston</u> <i>(Please Print)</i> Title: <u>Gulf Coast Area Manager</u> _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ _____ Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020-37

APPROVAL OF CONTRACT AMENDMENT 1 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH HDR
ENGINEERING TO INCREASE THE MAXIMUM PAYABLE
AMOUNT DUE TO SUPPLEMENTAL 1 TO WORK
AUTHORIZATION 2 AND WORK AUTHORIZATION 3

THIS RESOLUTION is adopted this 15th day of December 2020, 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 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of \$488,657.91;

WHEREAS, the Authority finds it necessary to approve Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3;

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 the Contract Amendment 1 to the Professional Services Agreement with HDR Engineering, Inc. to increase the maximum amount payable to \$820,372.60 (hereto attached as Exhibit A in substantially final form).
- Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 1 to the Professional Services Agreement for General Engineering Consultant Services after review by counsel.

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 15th day of December, 2020, at which meeting a quorum was present.



S. David Deanda, J r., Chairman



Rick Perez, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**CONTRACT AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3.

This Contract Amendment No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: _____

GEC

By: _____

Name: David Weston

Title: Gulf Coast Area Manager

HDR Engineering, Inc.

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 – 38

APPROVAL OF SIX (6) MONTH EXTENSION TO THE PROFESSIONAL
SERVICE AGREEMENT WITH HILLTOP SECURITIES, INC. (FIRST
SOUTHWEST) TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 15th day of December 2020, 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 May 14, 2009 the Authority entered into a Financial Advisory Services Agreement with First Southwest Company to advise the Authority regarding financial issues affecting the Authority and its operations and regarding the issuance and sale of all evidence of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Authority from time to time during the period the Agreement is in effect; and

WHEREAS, the agreement was entered into for an initial three-year period with provisions to exercise one-year extensions after the three-year period; and

WHEREAS, on July 18, 2012, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on August 21, 2013, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 21, 2014, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on June 23, 2015, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 24, 2016, the Authority extended the Financial Advisory Service Agreement with Hill top Securities (formerly First Southwest Company) for one year; and

WHEREAS, on May 23, 2017, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on May 22, 2018, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year;

WHEREAS, on April 23, 2019, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year;

WHEREAS, on July 28, 2020, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for six (6) months;

WHEREAS, the Board has determined it is necessary to exercise another 6-month extension to the Financial Advisory Service Agreement with Hilltop Securities (First Southwest);

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 a six (6) month extension to the Financial Advisory Services Agreement with Hilltop Securities (First Southwest) hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the six (6) month extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority, as approved.

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 15th day of December 2020, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ricardo Perez, Secretary/Treasurer

ONE YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HILLTOP SECURITIES, INC. (FORMERLY FIRST SOUTHWEST)

DATED MAY 14, 2009

INITIAL AGREEMENT PERIOD FOR THREE YEARS

ADDITIONAL ONE-YEAR TERMS

1ST EXTENSION DATED JULY 18, 2012

2ND EXTENSION DATED MAY 14, 2013

3RD EXTENSION DATED MAY 21, 2014

4TH EXTENSION DATED JUNE 23, 2015

5TH EXTENSION DATED MAY 24, 2016

6TH EXTENSION DATED MAY 23, 2017

7TH EXTENSION DATED MAY 22, 2018

8th EXTENSION DATED MAY 23, 2019

9TH EXTENSION DATED JULY 28, 2020 (6-MONTHS)

6-MONTH EXTENSION EFFECTIVE JANUARY 29, 2021

HILLTOP SECURITIES, INC.

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Richard M. Ramirez, Regional
Managing Director

By: _____
Pilar Rodriguez, Executive Director

Date: _____

Date: _____