

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING

TO BE HELD BY THE BOARD OF DIRECTORS

DATE: **TUESDAY, APRIL 25, 2023**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE BLVD.
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

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

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER OF A WORKSHOP

1. Review of Fiscal Year 2022 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.
2. Review of Fiscal Year 2022 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.
3. Review of the Quarterly Investment Report for the Period Ending March 31, 2023.

ADJOURNMENT OF WORKSHOP

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

PUBLIC COMMENT

1. **REPORTS**
 - A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – HCRMA Staff
 - B. Report on Construction Activity for 365 Tollway Project – Ramon Navarro IV, HCRMA.
2. **CONSENT AGENDA** (*All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item on this agenda, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Public Meeting Act.*)

- A. Approval of Minutes for the Regular Board Meeting held March 28, 2023.
- B. Approval of Project & General Expense Report for the period from March 8, 2023 to April 7, 2023.
- C. Approval of Financial Reports for January 2023.
- D. Approval of Quarterly Investment Report for the Period Ending March 31, 2023.

3. REGULAR AGENDA

- A. Resolution 2023-14 – Consideration and Approval of Fiscal Year 2022 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.
- B. Resolution 2023-15 – Consideration and Approval of Fiscal Year 2022 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.
- C. Resolution 2023-22 – Award of 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract.

4. CHAIRMAN'S REPORT

- A. Discussion and consideration of Proposal to act as Local Sponsor of Rail Projects.

5. TABLED ITEMS

- A. None.

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

- A. Consultation with Attorney on legal issues pertaining to the 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract (551.071 T.G.C.).
- B. Consultation with Attorney on legal issues pertaining to the Proposal to act as Local Sponsor of Rail Projects (Section 551.071 T.G.C.).
- C. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- F. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Regional Mobility Authority office (203 W. Newcombe Ave, Pharr, Texas 78577), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 19th day of April 2023 at 5:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

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

PUBLIC COMMENT POLICY

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

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

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

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

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Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1
04/17/23
04/25/23

1. Agenda Item: WORKSHOP ITEM 1 – REVIEW OF FISCAL YEAR 2022 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Review of annual Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP for Fiscal Year 2022. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) Annual Reports to the Commission.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Presentation only.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Development Engineer's Recommendation: Approved Disapproved X None
12. Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None

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Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2
04/17/23
04/25/23

1. Agenda Item: WORKSHOP ITEM 2 – REVIEW OF FISCAL YEAR 2022 COMPLIANCE REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of Annual Compliance Report for Fiscal Year 2022. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G (Regional Mobility Authority and Audits), as amended
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Review only.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Development Engineer's Recommendation: Approved Disapproved X None
12. Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None

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 2023 Operating & Capital Budget on December 13, 2022.
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 revenue 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 2022 financial statement and independent audit on April 25, 2023, 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 2022 financial statement and independent audit on April 25, 2023.
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.	

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Item 3

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3
04/24/23
04/25/23

1. Agenda Item: WORKSHOP ITEM 3-QUARTERLY INVESTMENT REPORTS FOR THE PERIOD ENDING MARCH 31, 2023.
2. Nature of Request: (Brief Overview) Attachments: Yes No
Presentation of the quarterly investment report
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Public Funds Investment Act Section 2256.
4. Budgeted: Yes No N/A
5. Staff Recommendation: Report only.
6. Planning Committee's Recommendation: Approved Disapproved None
7. Finance Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice Chairman
Ezequiel Reyna, Jr., Secretary/Treasurer
Julio C. Cerdá, P.E., Director
Juan Carlos Del Ángel, Director
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director

April 25, 2023

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

From: Pilar Rodriguez, Executive Director/Investment Officer
Ascencion Alonzo, Chief Financial Officer/Investment Officer

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

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

This quarter investment disbursements totaled \$4,461,167 issued for following: project activities-\$4,461,167. Other sources included internal transfers-in totaling \$300,000, contributions (TxDOT Grant) totaling \$12,475,727, and interest earned was \$1,586,921.

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

STATEMENT OF COMPLIANCE

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

Presented by RMA Investment Officers:

Pilar Rodriguez, Investment Officer

Ascencion Alonzo, Investment Officer

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

	Local Govt. Investment Pool	Government Securities	Total
COST			
Beginning Balance	\$ 4,904,506	\$ 174,813,417	\$ 179,717,923
Additions:			
Interfund Transfers-in	300,000	-	300,000
Contributions	-	12,475,727	12,475,727
Investment earnings-LOGIC	57,240	* 926,948	984,188
Investment earnings-Wilmington Trust	-	602,733	602,733
Deductions:			
Interfund Transfers-out	-	-	-
Disbursements	<u>-</u>	<u>(4,461,167)</u>	<u>(4,461,167)</u>
Ending Balance	<u>\$ 5,261,746</u>	<u>\$ 184,357,658</u>	<u>\$ 189,619,404</u>

MARKET VALUE

Beginning Balance	\$ 4,904,016	\$ 174,813,417	\$ 179,717,433
Ending Balance	<u>\$ 5,260,199</u>	<u>\$ 184,357,658</u>	<u>\$ 189,617,857</u>

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

Weighted Average Maturity- Logic/Gov. Sec.	25	30
Logic/Gov Sec. Weighted Average Yield	4.70%	4.17%

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

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Interfund Contributions	Transfers/	Disbursements	Ending Cost	Market Value
Local Govt. Investment Pool:								
Debt Service Jr. Lien: #7731494002	\$ 176	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 178	\$ 178
Contingency: #2731494001	3,887,115	-	45,400	300,000	-	-	4,232,515	4,231,271
Road Maintenance: #2731494002	1,017,215	-	11,838	-	-	-	1,029,052	1,028,750
Total Local Govt. Investment Pool	\$ 4,904,506	\$ -	\$ 57,240	\$ 300,000	\$ -	\$ 5,261,746	\$ 5,260,199	
Government Securities: (Federated Govt Obligations):								
Project Account: #1432555-000	\$ 3,033,036	\$ -	* \$ 35,529	\$ -	\$ -	\$ -	\$ 3,088,564	\$ 3,088,564
Disbursement Account: #106912-006 & #7731494008	26,082,763	57,431 *	283,755	11,484,201	(26,505)	37,881,645	37,881,645	
Debt Service Fund 2020: #143255-001	225,506	2,768	-	617,463	-	-	845,738	845,738
Debt Service Fund: #106912-001	136,407	1,675	-	374,063	-	-	512,145	512,145
Debt Service Fund Account #154037-001	7,463,310	70,709	-	-	-	-	7,534,019	7,534,019
DSRF Account #154037-002 & #7731494006	12,328,271	- *	143,395	-	-	-	12,471,666	12,471,666
Debt Service Account #154038-001	1,139,630	10,771	-	-	-	-	1,150,400	1,150,400
DSRF Account #154038-002 & #7731494005	5,560,121	- *	64,672	-	-	-	5,624,793	5,624,793
Project Account #154037-006 & #7731494009	109,983,640	455,510 *	311,416	-	(3,090,919)	107,659,647	107,659,647	
Project Account #154038-003 & #7731494010	1,930,204	- *	12,528	-	(1,343,743)	598,989	598,989	
Debt Service Account #154038-000	406,292	3,868	-	-	-	-	410,160	410,160
General FD #154037-003 & #7731494007	6,504,237	- *	75,653	-	-	-	6,579,891	6,579,891
Total Government Securities	\$ 174,813,417	\$ 602,733	\$ 926,948	\$ 12,475,727	\$ (4,461,167)	\$ 184,357,658	\$ 184,357,658	
Combined Totals	\$ 179,717,923	\$ 602,733	\$ 984,188	\$ 12,775,727	\$ (4,461,167)	\$ 189,619,403	\$ 189,617,856	

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

Wilmington Trust Investments Detail Activity
Quarter Ending March 31, 2023

HIDALGO CO RMA DEBT SERVICE FD #106912-001

Debt Svc.:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	136,407	195	-	-	124,688	-
February	261,290	560	-	-	124,688	-
March	386,537	920	-	-	124,688	-
		<u>1,675</u>	<u>-</u>	<u>-</u>	<u>374,063</u>	<u>-</u>

HIDALGO CO RMA 2020 DS FUND #143255-001

Debt Svc.:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	225,506	324	-	-	205,821	-
February	431,651	925	-	-	205,821	-
March	638,397	1,520	-	-	205,821	-
		<u>2,768</u>	<u>-</u>	<u>-</u>	<u>617,463</u>	<u>-</u>

CONTINGENCY ACCOUNT-LOGIC #2731494001

Debt Svc-SIB:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	3,887,115	-	15,030	-	-	-
February	3,902,145	-	14,185	-	-	-
March	3,916,330	-	16,185	-	300,000	-
		<u>-</u>	<u>45,400</u>	<u>-</u>	<u>300,000</u>	<u>-</u>

DEBT SERVICE ACCOUNT-LOGIC #7731494002

Debt Svc-SIB:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	176	-	1	-	-	-
February	177	-	1	-	-	-
March	178	-	1	-	-	-
		<u>-</u>	<u>2</u>	<u>-</u>	<u>-</u>	<u>-</u>

ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002

Debt Svc-SIB:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	1,017,215	-	3,933	-	-	-
February	1,021,148	-	3,712	-	-	-
March	1,024,860	-	4,192	-	-	-
		<u>-</u>	<u>11,838</u>	<u>-</u>	<u>-</u>	<u>-</u>

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

Project:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	3,053,036	-	11,805	-	-	-
February	3,064,841	-	11,141	-	-	-
March	3,075,982	-	12,582	-	-	-
		<u>-</u>	<u>35,529</u>	<u>-</u>	<u>-</u>	<u>-</u>

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

Disbursement:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	26,082,763	4,604	94,283	3,020,495	-	(4,596)	29,197,549
February	29,197,549	15,008	88,981	7,662,356	-	-	36,963,894
March	36,963,894	37,818	100,492	801,350	-	(21,908)	37,881,645
		<u>57,431</u> *	<u>283,755</u>	<u>11,484,201</u>	<u>-</u>	<u>(26,505)</u>	

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

DS Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	7,463,310	22,801	-	-	-	-	7,486,111
February	7,486,111	24,425	-	-	-	-	7,510,536
March	7,510,536	23,483	-	-	-	-	7,534,019
		<u>70,709</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

DSRF Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	12,328,271	0	47,646	0	0	0	12,375,916
February	12,375,916	0	44,966	0	0	0	12,420,883
March	12,420,883	0	50,783	0	0	0	12,471,666
		<u>0</u> *	<u>143,395</u>	<u>0</u>	<u>0</u>	<u>0</u>	

HCRMA JR LIEN 2022B DS ACCT #154038-001

DS Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	1,139,630	3,489	-	-	-	-	1,143,119
February	1,143,119	3,712	-	-	-	-	1,146,831
March	1,146,831	3,569	-	-	-	-	1,150,400
		<u>10,771</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

DSRF Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	5,560,121	-	21,488	-	-	-	5,581,610
February	5,581,610	-	20,280	-	-	-	5,601,890
March	5,601,890	-	22,903	-	-	-	5,624,793
		<u>-</u> *	<u>64,672</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	109,983,640	92,321	105,036	-	-	-	110,180,998
February	110,180,998	115,448	99,136	-	-	-	110,395,582
March	110,395,582	247,742	107,243	-	-	(3,090,919)	107,659,647
		<u>455,510</u> *	<u>311,416</u>	<u>-</u>	<u>-</u>	<u>(3,090,919)</u>	

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

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	1,930,204	-	6,624	-	-	(1,118,908)	817,921
February	817,921	-	2,973	-	-	-	820,894
March	820,894	-	2,931	-	-	(224,836)	598,989
		- * 12,528		-	-	(1,343,743)	
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HCRMA JR LIEN REV BDS 2022B #154038-000

Rev Bds 2022B	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	406,292	1,253	-	-	-	-	407,545
February	407,545	1,333	-	-	-	-	408,878
March	408,878	1,282	-	-	-	-	410,160
		3,868		-	-	-	
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HCRMA SR LIEN 2022A GENERAL FD #154037-003 & LOGIC #7731494007

General FD Account	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	6,504,237	-	25,137	-	-	-	6,529,375
February	6,529,375	-	23,724	-	-	-	6,553,098
March	6,553,098	-	26,793	-	-	-	6,579,891
		- * 75,653		-	-	-	
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*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)



LOGIC
MONTHLY
NEWSLETTER
MARCH
2023



PERFORMANCE

As of March 31, 2023

Current Invested Balance	\$10,512,348,285.80
Weighted Average Maturity (1)	33 Days
Weighted Average Life (2)	58 Days
Net Asset Value	0.999706
Total Number of Participants	668
Management Fee on Invested Balance	0.0975%*
Interest Distributed	\$44,069,488.42
Management Fee Collected	\$874,554.46
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

March Averages

Average Invested Balance	\$10,560,026,755.62
Average Monthly Yield, on a simple basis	4.8163%
Average Weighted Maturity (1)	28 Days
Average Weighted Life (2)	54 Days

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

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

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

NEW PARTICIPANTS

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

* City of Mineola

HOLIDAY REMINDER

In observance of Good Friday, **LOGIC will be closed Friday, April 7, 2023**. All ACH transactions initiated on Thursday, April 6th will settle on Monday, April 10th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all LOGIC participants. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

Market review

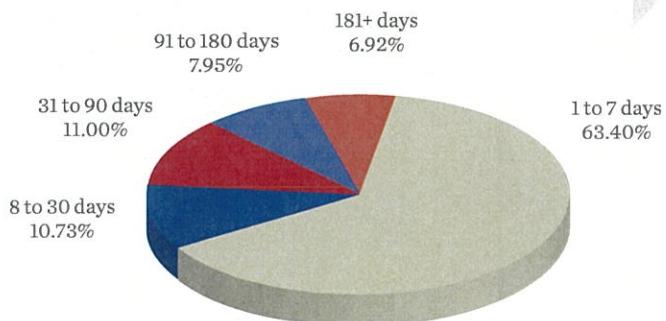
In the early months of 2023, we saw stronger-than-expected economic data, a leveling off in disinflation and signs of cooling wage growth. In recent weeks, financial distress in the U.S. regional bank sector rattled markets and exposed the vulnerabilities of an economy facing a rapid rise in interest rates after a very long period of easy policy. Consequently, credit conditions, which had already tightened due to Federal Reserve (Fed) policy, are expected to tighten further and could drag on economic activity, hiring and inflation. While the government responded swiftly to the bank fears, the Fed stopped short of pausing its monetary tightening campaign with a March rate hike and maintained its focus on bringing inflation down. It is at the point where economic conditions are tight, when a company's vulnerabilities come to light. This was particularly evident for Silicon Valley Bank (SVB), Signature Bank (SBNY), and Credit Suisse (CS). It is important to note that SVB, SBNY and CS were unique situations. Three problems led to the failures of SVB and SBNY. The first issue was a narrow depositor base, concentrated in troubled industries (startups and crypto), with a very large percentage of uninsured deposits. The second issue was an asset base that was particularly vulnerable to increases in interest rates. Third, was the Fed's sharp switch from years of negative real rates and quantitative easing to higher rates and quantitative tightening. Joint action by the Department of the Treasury, the Fed, and the Federal Deposit Insurance Corporation (FDIC), reimbursing all deposits at SVB and Signature Bank, not just insured deposits, and establishing a fund to support other banks with asset problems appeared to help calm the situation.

CS, a global systemically important bank (GSIB) became another casualty in the fallout from the SVB and SBNY collapse. The bank's largest shareholder, Saudi National Bank, said it wouldn't be willing to provide the company additional financing because of exposure limits.

(continued page 4)

INFORMATION AT A GLANCE

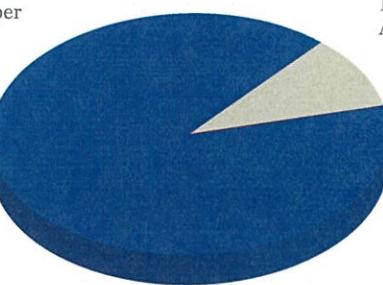
PORTFOLIO BY TYPE OF INVESTMENT AS OF MARCH 31, 2023



Commercial Paper
89.82%

Repurchase Agreements
9.94%

Agencies
0.24%



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

DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF MARCH 31, 2023

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

HISTORICAL PROGRAM INFORMATION

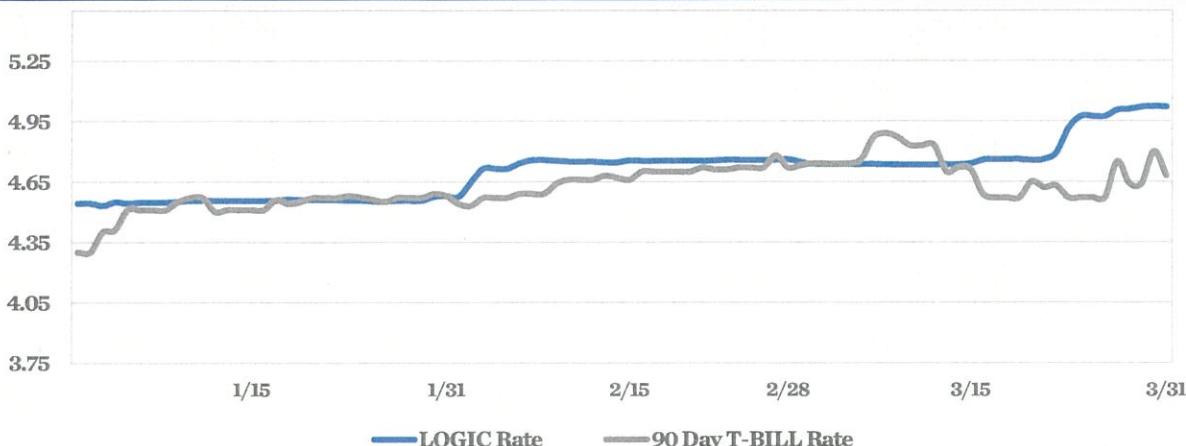
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Mar 23	4.8163%	\$10,512,348,285.80	\$10,511,021,861.94	0.999706	28	54	668
Feb 23	4.7387%	10,538,772,564.95	10,539,885,630.32	1.000105	28	53	667
Jan 23	4.5538%	10,833,655,695.67	10,835,509,806.87	1.000171	18	52	660
Dec 22	4.3336%	9,528,526,006.65	9,528,907,852.14	0.999900	17	65	658
Nov 22	3.9291%	8,345,214,441.03	8,343,638,663.51	0.999811	18	74	655
Oct 22	3.1167%	8,083,887,078.79	8,080,398,646.01	0.999568	12	71	654
Sep 22	2.4756%	7,796,189,315.81	7,794,620,983.90	0.999709	19	63	654
Aug 22	2.1619%	7,856,146,571.21	7,854,354,137.26	0.999771	28	59	651
Jul 22	1.6538%	8,478,127,695.25	8,471,948,105.91	0.999271	32	60	650
Jun 22	1.1797%	8,721,672,395.06	8,716,103,357.27	0.999361	32	64	648
May 22	0.8113%	8,685,166,124.58	8,681,625,164.77	0.999592	33	71	646
Apr 22	0.4195%	8,897,334,914.79	8,892,557,915.08	0.999453	32	78	642

PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2023

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 732.30	\$ 732.30
Accrual of Interest Income	11,681,631.18	11,681,631.18
Interest and Management Fees Payable	(44,056,103.17)	(44,056,103.17)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,047,720,999.90	1,047,720,999.90
Commercial Paper	9,472,099,567.32	9,470,763,063.73
Government Securities	24,901,458.27	24,911,538.00
TOTAL	\$ 10,512,348,285.80	\$ 10,511,021,861.94

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

LOGIC VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR MARCH 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
3/1/2023	4.7474%	0.000130066	\$10,523,350,953.95	1.000100	28	53
3/2/2023	4.7373%	0.000129790	\$10,546,197,330.54	1.000089	28	54
3/3/2023	4.7363%	0.000129762	\$10,576,904,497.93	0.999934	27	53
3/4/2023	4.7363%	0.000129762	\$10,576,904,497.93	0.999934	27	53
3/5/2023	4.7363%	0.000129762	\$10,576,904,497.93	0.999934	27	53
3/6/2023	4.7353%	0.000129734	\$10,593,391,128.53	1.000085	27	52
3/7/2023	4.7358%	0.000129748	\$10,602,424,060.92	1.000028	27	53
3/8/2023	4.7339%	0.000129697	\$10,559,255,789.58	0.999977	27	53
3/9/2023	4.7330%	0.000129671	\$10,518,121,447.88	0.999961	26	53
3/10/2023	4.7327%	0.000129664	\$10,564,322,413.69	0.999855	25	51
3/11/2023	4.7327%	0.000129664	\$10,564,322,413.69	0.999855	25	51
3/12/2023	4.7327%	0.000129664	\$10,564,322,413.69	0.999855	25	51
3/13/2023	4.7351%	0.000129728	\$10,539,299,637.43	1.000222	25	51
3/14/2023	4.7346%	0.000129715	\$10,602,737,471.21	1.000294	25	50
3/15/2023	4.7399%	0.000129860	\$10,524,583,567.36	1.000327	27	51
3/16/2023	4.7580%	0.000130356	\$10,552,274,489.21	1.000202	27	52
3/17/2023	4.7605%	0.000130424	\$10,574,492,070.93	0.999999	27	52
3/18/2023	4.7605%	0.000130424	\$10,574,492,070.93	0.999999	27	52
3/19/2023	4.7605%	0.000130424	\$10,574,492,070.93	0.999999	27	52
3/20/2023	4.7553%	0.000130281	\$10,587,391,320.17	1.000204	27	51
3/21/2023	4.7610%	0.000130439	\$10,623,584,043.88	1.000051	28	52
3/22/2023	4.7927%	0.000131307	\$10,615,415,415.52	0.999927	31	55
3/23/2023	4.9158%	0.000134680	\$10,545,492,178.14	0.999960	32	59
3/24/2023	4.9738%	0.000136268	\$10,537,098,130.83	0.999891	32	57
3/25/2023	4.9738%	0.000136268	\$10,537,098,130.83	0.999891	32	57
3/26/2023	4.9738%	0.000136268	\$10,537,098,130.83	0.999891	32	57
3/27/2023	5.0049%	0.000137121	\$10,537,486,661.44	0.999949	33	59
3/28/2023	5.0092%	0.000137238	\$10,567,572,061.23	0.999911	33	59
3/29/2023	5.0208%	0.000137556	\$10,527,442,869.59	0.999903	33	58
3/30/2023	5.0238%	0.000137637	\$10,524,009,371.68	0.999891	33	58
3/31/2023	5.0215%	0.000137575	\$10,512,348,285.80	0.999706	33	58
Average	4.8163%	0.000131953	\$10,560,026,755.62		28	54



ECONOMIC COMMENTARY (cont.)

The issues with CS were not new. However, because the markets were already jittery, this became the catalyst for a renewed deterioration in market confidence given CS's complex and lengthy restructuring plan. The repercussions soon blanketed the broader market universe and reignited contagion worries. Initially, the Swiss National Bank (SNB) extended ~\$55 billion in liquidity support to CS, which underscored the distinction between the challenges facing US regional banks and European GSIBs. In the end, UBS Group AG agreed to buy CS in a government-brokered deal aimed at containing a crisis of confidence that threatened to spread across global financial markets. Ultimately, the banking failures of these three institutions were idiosyncratic events due to poor risk management.

Meanwhile, inflation was still the prime focus of the Fed. Since its peak in June 2022, inflation has shown signs of cooling, although the road to the Fed's 2% target has been bumpier than originally anticipated. February's Consumer Price Index (CPI) report came largely in line with expectations with headline CPI rising 0.4% month-over-month (m/m) and 6% year-over-year (y/y), marking the eighth consecutive monthly decline in the y/y measure. Core CPI (ex-food and energy) rose by 0.5% m/m, and 5.5% y/y. The lagged effect of shelter inflation, which accounts for a little over a third of CPI, continued to be the primary contributor to elevated inflation, at 0.8% m/m. The headline and core Personal Consumption Expenditures (PCE) Price Index both rose 0.3% m/m, a deceleration from prior month. Year-over-year headline PCE cooled, declining from 5.4% to 5.0%. Furthermore, personal income came in slightly above expectations at 0.3%, but at a decelerated rate from prior month. Real personal spending declined by 0.1%, down from the 1.1% increase we saw in January. The personal savings rate increased to 4.6% in February, up from the 4.4% we saw in January, pointing to a slowdown in consumption.

The February Jobs report highlighted solid gains in payroll employment, but other details were softer than expected. Nonfarm payroll employment rose by 311K, well above consensus estimates of 223K. However, gains for the prior two months were revised down by 34K, and the unemployment rate rose above consensus to 3.6%. The labor market continued to prove its resilience. However, there were also clearer signs that wage data is moderating. Average hourly earnings were below consensus, rising by 0.2% m/m and 4.6% y/y. Overall, the report suggested that the labor market is starting to feel the pressure of tighter policy and provided little evidence that a tight labor market will disrupt the downtrend in consumer inflation.

In a highly anticipated policy decision, the Federal Open Market Committee (FOMC) voted unanimously to raise the federal funds rate by 0.25% to a target range of 4.75%-5.00%. The statement language and press conference were somewhat dovish, acknowledging the potential implications of banking turmoil on the economic outlook but also the need for further progress on inflation. The Fed notably downshifted the phrase "ongoing increases in the target range will be appropriate" to "some additional policy firming may be appropriate," signaling a near end to tightening. At the press conference, Chairman Powell kicked off by addressing banks and affirmed that the overall "banking system is sound and resilient." In the Summary of Economic projections (SEP), the "dot plot" revealed an unchanged median expectation for the federal funds rate at 5.1% for year-end 2023, suggesting an additional 25 bp hike to come. Surprisingly, policymakers projected less easing next year, suggesting an expectation that policy will have to be tighter for longer to combat inflation. Updates to the Fed's economic projections reflected a more dovish picture of slower growth, lower unemployment and slightly higher inflation. Treasury yields fell across the curve during the month. In money markets, the three-month Treasury bill yield decreased by 6 bps to 4.75% and the six-month Treasury bill yield decreased by 26 bps to 4.88%. Longer Treasury yields plummeted, with the two-year yield dropping by 79 bps to 4.03% and the three-year yield dropping by 74 bps to 3.79%.

Outlook

Following recent events across the banking sector and the latest Fed rate hike, investors have materially reassessed their expectations for the future path of interest rates. Prior to recent concerns about the financial sector, the market expected that the Fed would continue to hike with the federal funds rate peaking at 5.5%. Markets are now teetering between the potential for another 25 bp hike or a pause at the May 3 FOMC meeting and anticipate rate cuts by year-end. The front end of the curve is particularly reactive to headline risks and has seen both a material repricing and a high level of volatility. We think that the outcome of the March FOMC meeting was designed to show the markets that the Fed has confidence in the banking system, and that it is willing to be flexible depending upon ongoing developments.





ECONOMIC COMMENTARY (cont.)

Bank lending (globally) is very likely to decline rapidly. Credit conditions were already tightening before the regional bank issue, and Chair Powell recognizes that a tightening in lending standards will slow GDP growth and weaken demand for labor, thus substituting for additional rate hikes. The volatility of the past couple of weeks supports our base case of a recession, as tight monetary policy has caused stress in the banking sector while inflation persists. The Fed is in a challenging spot as they need to strike a balance between financial stability and price stability. As a result, we think it is likely that they raise rates in May before pausing. The federal funds futures market is pricing in rate cuts beginning in June. While that may be a bit aggressive, the market is removing policy hikes in anticipation of weakening hard economic data.

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

LOGIC BOARD MEMBERS

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

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



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Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>1A</u>
PLANNING COMMITTEE	____	DATE SUBMITTED	<u>4/18/2023</u>
FINANCE COMMITTEE	____	MEETING DATE	<u>4/25/2023</u>
TECHNICAL COMMITTEE	____		

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR APRIL 2023

HCRMA Board of Directors

S. David Deanda, Jr., Chairman

Forrest Runnels, Vice-Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Julio Cerdá, Director

Juan Carlos Del Angel, Director

Gabriel Kamel, Director

Francisco "Frank" Pardo, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

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

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Ascencion Alonzo, Chief Financial Ofcr.

General Engineering Consultant

HDR ENGINEERING, INC.

www.hcrma.net

Report on HCRMA Program Management Activity
Chief Construction Engineer – Ramon Navarro IV, PE, CFM



► OVERVIEW

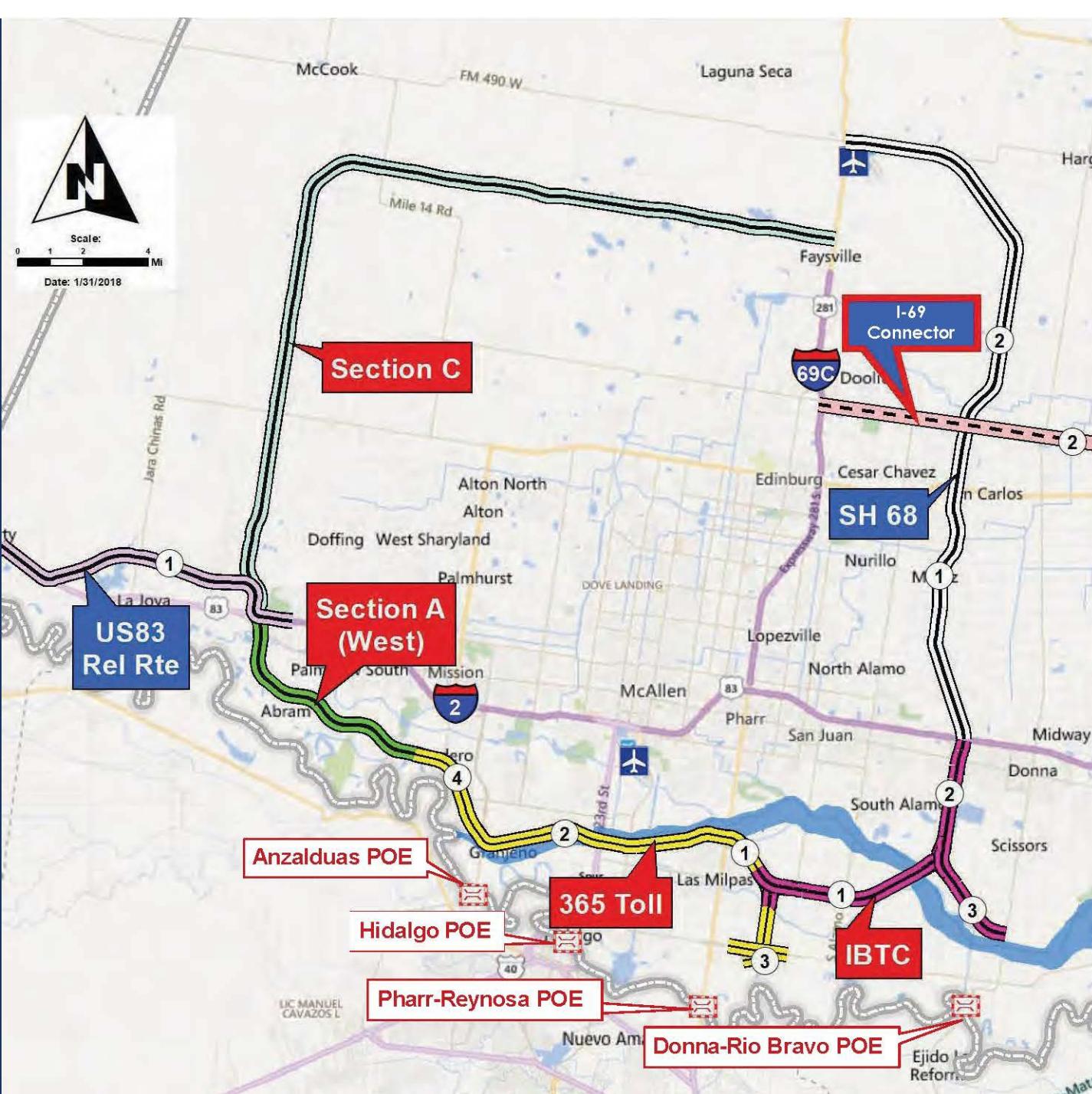
- 365 TOLL Project Overview
- IBTC Project Overview
- Overweight Permit Summary
- Construction Economics Update

MISSION STATEMENT:

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

HCRMA STRATEGIC PLAN

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





HCRMA/TxDOT Strategic
Interests in Hidalgo County

Project

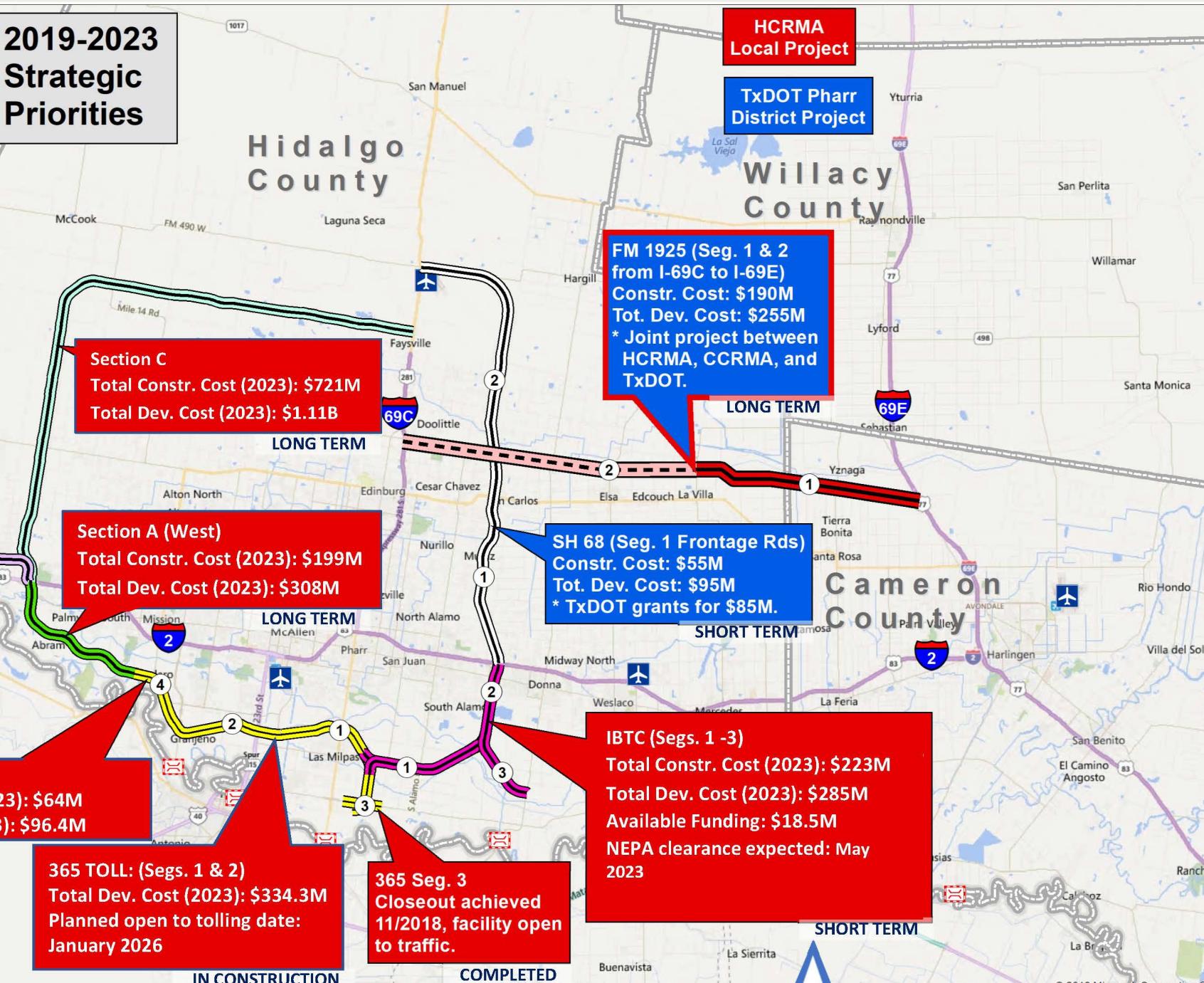
- 0010 IBTC
- 0030 365 TOLL
- 0040 Section A West
- 0050 US 83 Relief Route
- 0060 Section C
- 0070 SH 68
- FM1925 SH 68 to US 77
- PH1 FM 491 to US 77
- PH2 SH 68 to FM 491

SCALE: 1 inch = 4 miles

0 2.5 5 10 Miles

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

2019-2023 Strategic Priorities

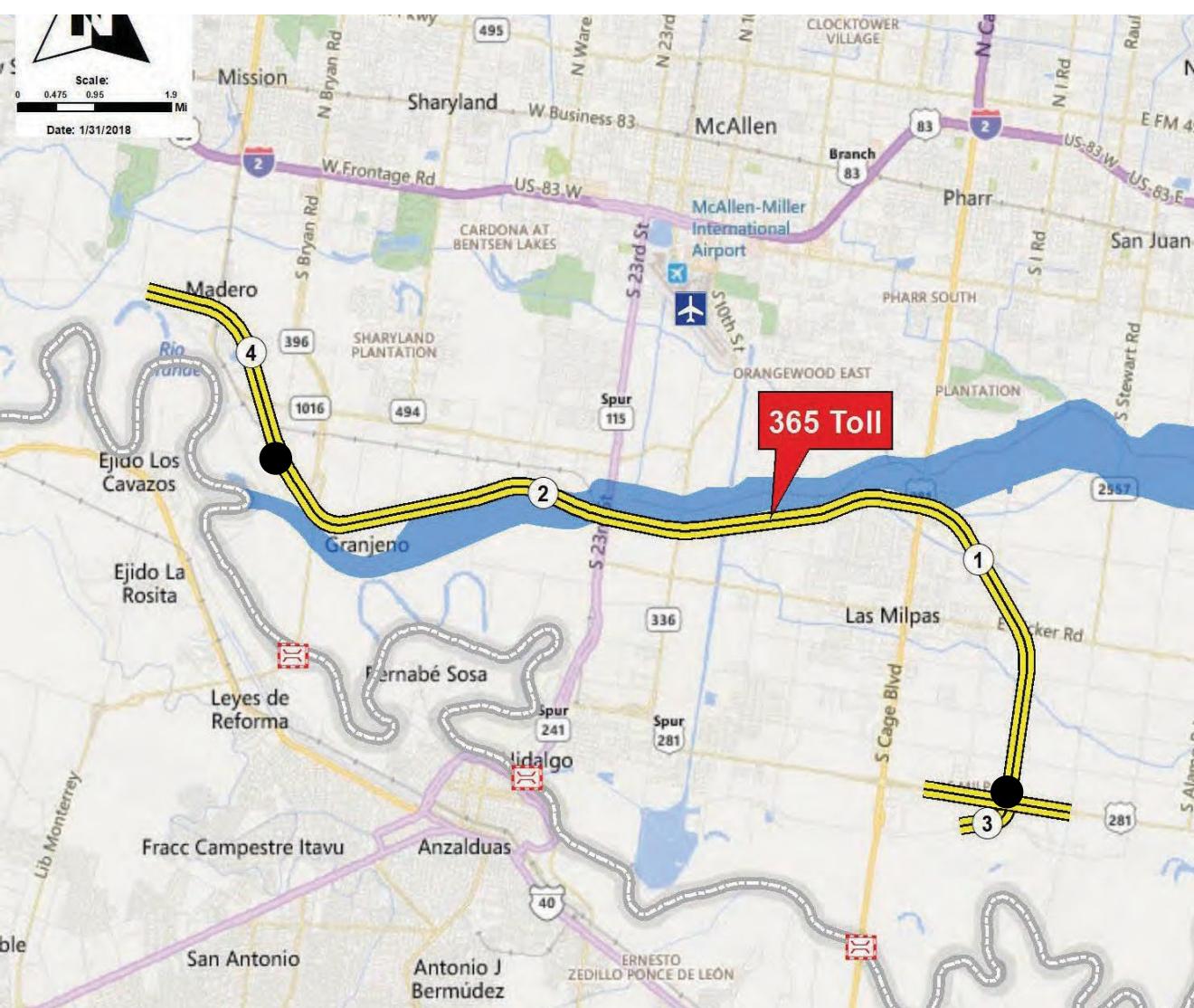


<http://www.hcrma.net>



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.
TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]
[SEG. 4 FUTURE] LIMITS FROM FM 1016 / CONWAY
TO 0.8 MI. W. FM396 / ANZALDUAS HIGHWAY

www.hcrma.net



MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

100% ROW ACQUIRED

PH 1: 365 SEG. 3 –

LET: 08/2015

COMPLETED

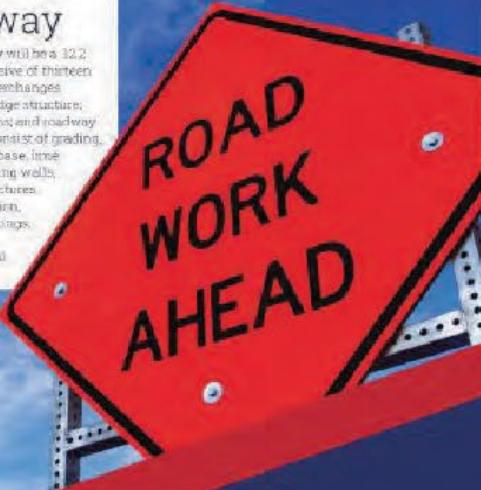
PH 2: 365 TOLL

SEGS. 1 & 2 –

OPEN: 01/2026

ABOUT 365 Tollway

The HCRMA 365 Tollway will be a 32.2 mile tolled facility inclusive of thirteen (13) grade-separated interchanges and one (1) roadway bridge structure. US HWY 190 levee relocation and roadway work. The Project will consist of grading, cement treated flexible base, lime treated aggregate, retaining walls, drainage mitigation structures, traffic signals, illumination, signing, pavement markings, toll gantries & tolling equipment and electrical



Major Project Components

Production and Performance

On schedule and on budget, working days will be seven days a week, including all holidays, with the exception of New Year's Day, the first of May, Labor Day, Thanksgiving Day and Christmas Day. We will complete every component of what is contracted, without anomalies, within six months out of the contract of the team.

Environmental

Protecting the environment is a top responsibility and this team, from Major Relocation, Prevention Plan (MPP), Construction and Emergency Response to place and wildlife, delivered and is fully committed.

Community Key Issues/Concerns

Facilitating safety and efficiency for the public in the primary concern with PULICE. Maintenance and prevention of public safety with the elimination of traffic problems and any issues and concerns will be immediately addressed.



PROJECT DATA



- **Owner:** Hidalgo County Regional Mobility Authority (HCRMA)
- **Location:** Hidalgo County, TX
- ⌚ **Contract Time:** 1,264 days
- \$ **Project Budget:** \$281,723,797

PULICE

Questions of Comments About the Project?

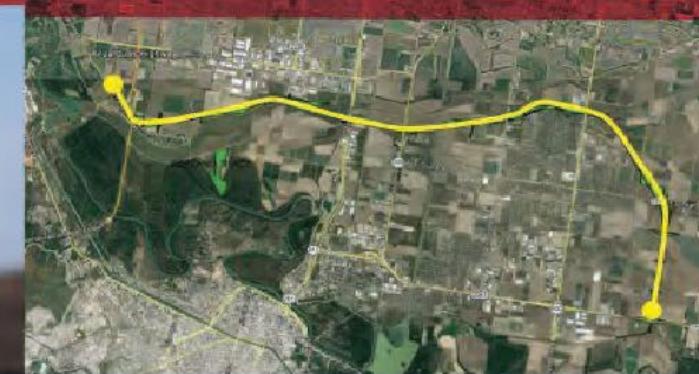
Contact PULICE
1010 W. Sam Houston Pkwy S
Houston, TX 77099
281.530.2160
www.PULICE.com

365 TOLLWAY: BY THE NUMBERS

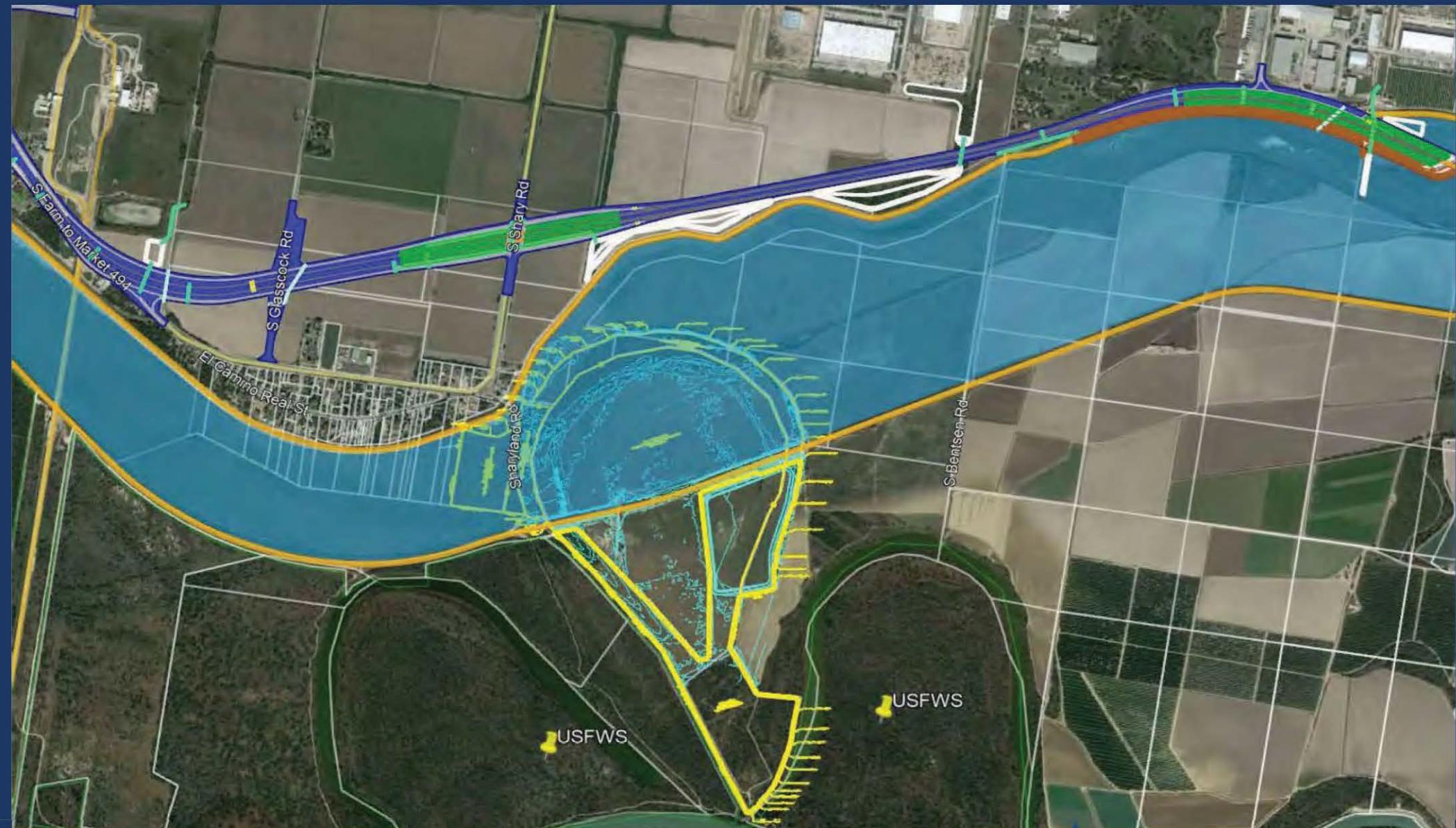
Representative Items

Excavation	356,720 CY
Embankment	3,584,211 CY
Lane Treatment (existing material)	1,680,955 SY
Concrete Pavement	816,676 SY
Pre-Stressed Concrete Piling	9,668 LF
Soil Nails	31,881 LF
Inlined Concrete Slabs	448,042 SF
Retaining (MSE) Wall	469,168 SF
Concrete Girders	52,124 LF
Concrete Rail	45,485 LF
Drainage (RCB & RCP)	49,117 LF

WEST LOOP



WETLAND MITIGATION SITE



www.hcrma.net

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

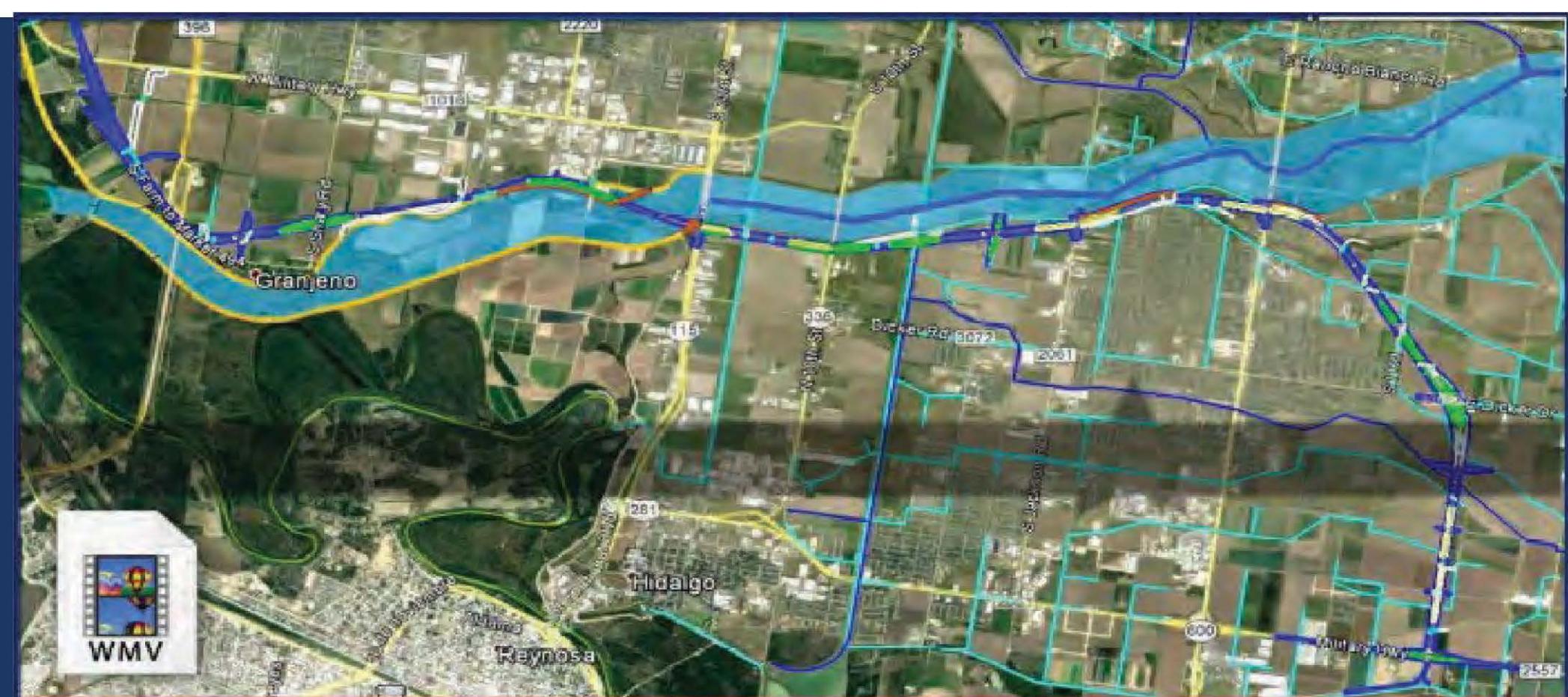


► ADVANCE PLANNING

VLF

Environmental:

- Received official agency correspondence on Conservation Easement from Office of Counsel and the Army Corps of Engineers on 9/19/2022.
- Anticipate project's letting in early 2023.



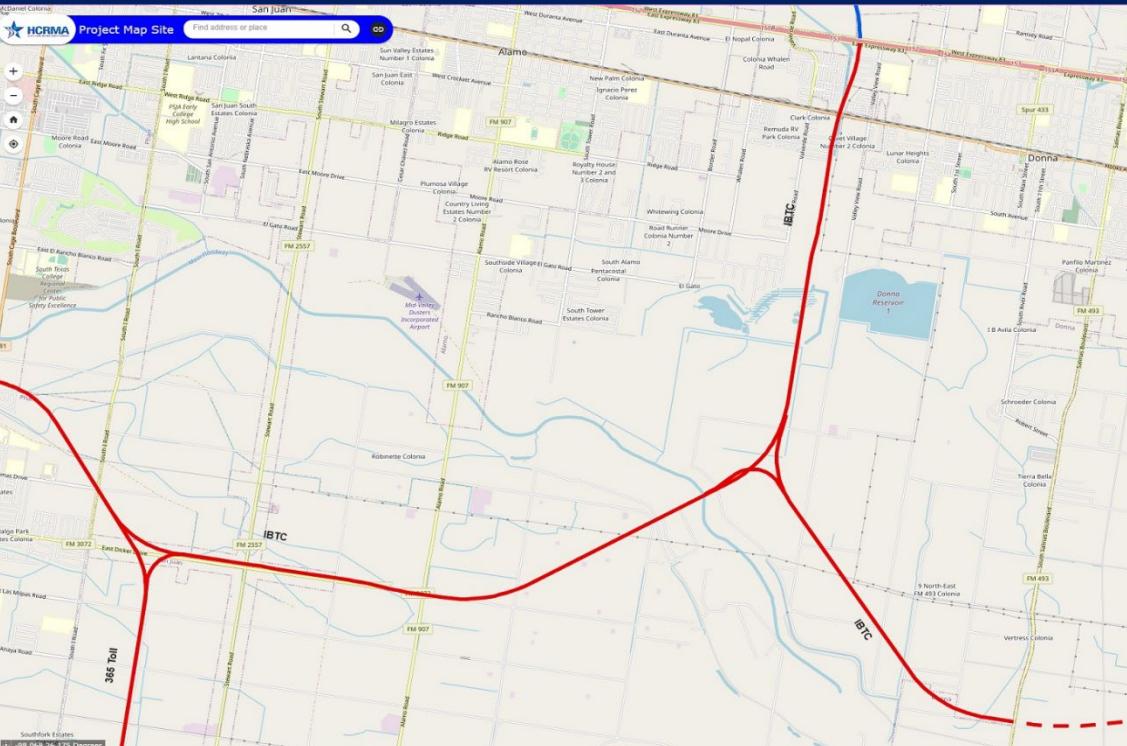
www.hcrma.net

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



HCRMA – IBTC Project

CSJ#:0921-02-142



Recent Key Activity:

- Included in Border Master Plan- High Impact Project
- Received Environmental Classification of Environmental Assessment October 2017.
- Held Public Meeting March 2019.
- TxDOT approved schematic November 2021.
- Public Hearing held March 2022.
- Risk workshop held with TxDOT Portfolio Management Division April 2022.
- Requested Functional Classification: Principal Arterial
- Estimated NEPA clearance by May 2023.
- Schematic updates UPRR Structure Group for Railroad Bridge over BUS83
- Working with RGVMPO/TxDOT to federalize project
- TxDOT/FHWA to migrate project ON-SYSTEM

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- 1 Environmental: 99%
- 2 Preliminary Engineering: 75%
- 3 ROW & Utilities: 60%
63 of 186 parcels acquired
- 4 Design: 65%
- 5 Funding: 18% \$38M / \$211,442,110
HCRMA IBTC - 0921-02-142 – FY 2026
 - Revising Costs and Funding (PE, ROW, C, CE)
 - Pending FC

4

ADVANCE PLANNING

IBTC

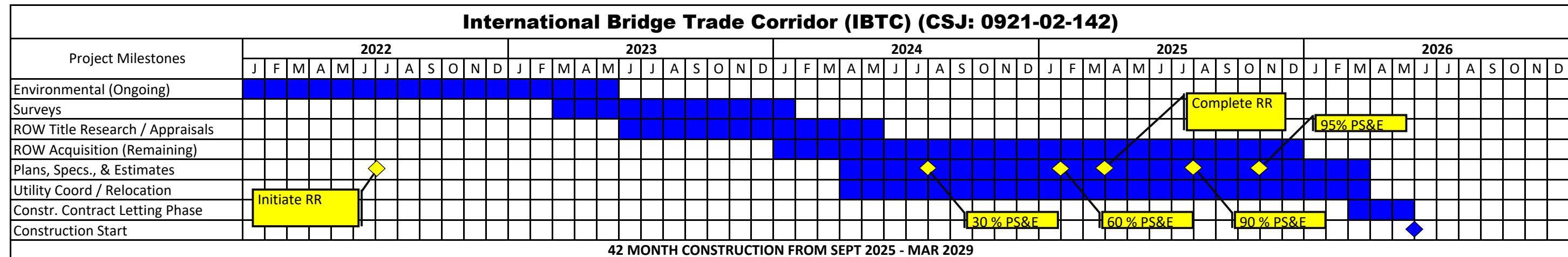
TxDOT anticipates the environmental document can be approved in early 2023, when the project is in the STIP.

Funding / UTP / TIP Status:

- Funding is non-toll and incorporates overweight corridor network fees to help finance project
- HCRMA requested via letter to TxDOT for On-System classification
- The project has been included in federalized amendment to 2023-26 STIP, adding \$20 Million of Category 7 federal funds to the project for construction. These additional funds (federal) are included in the revised STIP through the next STIP Amendment (likely in February 2023).
- Federal Functional Classification [FC] Request: HCRMA and the MPO are working on a list of recommendations that need to be addressed before the FC request of IBTC can move forward. This detailed review and preparation is all in attempt to ultimately allow the request to work through the steps of the review process much more seamlessly (First through the MPO then to TxDOT Pharr District then to TxDOT/TTI then for final review and hopeful approval from FHWA).

Environmental:

- Submitted Final EA revisions 8/8/2022.
The Final EA document will need to be updated (Project Consistency Section of the EA) upon federalizing project to illustrate the new funding for consistency and anticipate project's final determination by mid-2023.



Milestones	Target Date	Updated Target Date
1 Start Date		
2 Feasibility Study		
3 SCH/ENV WA		
4 PSE WA	6/1/2022	1/1/2024
5 AFA	12/31/2021	9/30/2022
6 Geotechnical Report	9/1/2022	10/31/2023
7 Design Survey		1/31/2024
8 SUE		2/28/2025
9 Traffic Analysis		
10 Schematic		
11 PSE 30%	12/1/2022	7/31/2024
12 ENV Clearance	11/31/2021	5/31/2023
13 ROW Survey/Map	11/1/2021	8/31/2023
14 PSE 60%	12/1/2022	1/31/2025
15 PSE 95%	5/1/2023	10/31/2025
16 ENV Permits/Survey		
17 ROW Acquisition	6/1/2022	12/31/2025
18 Utility Adjustments	10/1/2022	3/31/2026
19 PSE 100%	7/31/2023	3/31/2026
20 Railroad Coord.	1/1/2022	7/1/2022 - 03/31/2025
21 Ready to Let	10/1/2023	9/1/2025

The IBTC project is broken down into two phases, Phase I (Interim Design) and Phase II (Ultimate Design). Phase I includes the construction of frontage roads on the West and East legs of the roadway and the mainlanes in the North leg and is the subject of this grant application. There are no frontage roads included in the North leg of the IBTC. Typical sections for the East, West, and North legs for Phase I of the IBTC can be found below.

TYPICAL SECTION: EAST PHASE I (INTERIM)

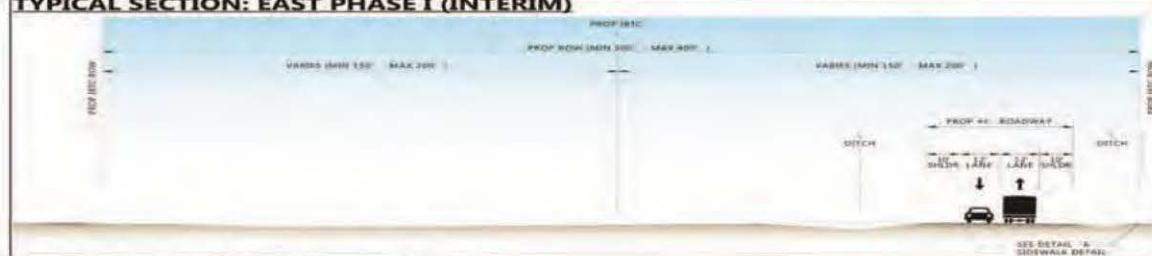


Figure 2: East Leg Phase I Typical Section

TYPICAL SECTION: WEST PHASE I (INTERIM)

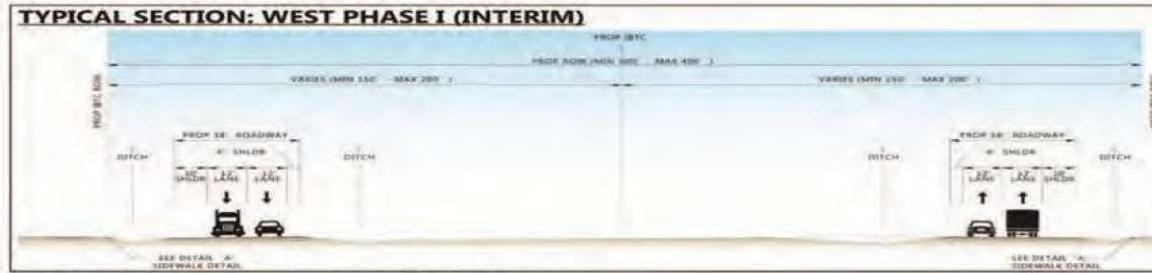


Figure 3: West Leg Phase I Typical Section

TYPICAL SECTION: NORTH - SOUTH PHASE I (INTERIM)



Figure 4: North Leg Phase I Typical Section

Additional details on the proposed conditions for the West, East, and North legs in the Phase I design can be found below:

- **East Leg:** The East Leg of the project consists of one frontage road with one 12-foot-wide lane in each direction (two lanes total), 10-foot-wide inside and outside shoulders, a 12-foot-wide inside ditch, and an 8 to 10 feet outside ditch.
- **West Leg:** The West Leg includes two frontage roads with one 12-foot-wide lane in each direction (four lanes total), a 10-foot-wide outside shoulder, and a 4-foot-wide inside shoulder separated by a variable width grassy median. Also included is a 20-foot-wide outside ditch and variable width inside ditch.
- **North Leg:** The North Leg of the project includes two 12-foot-wide mainlanes in each direction (four lanes total), a 10-foot-wide outside shoulder, and a 4-foot-wide inside shoulder separated by a concrete barrier.

Phase I of the IBTC includes several proposed structures to help facilitate traffic flow and mitigate potential flooding impacts to the roadway. An underpass at Border Road, a bridge over the International Boundary and Water Commission (IBWC) Main Floodway Channel, a bridge/culvert at the Donna Reservoir, and an overpass at Business Highway 83 are all proposed as part of the Phase I design. The maximum depth of impacts for the proposed project would be 3 feet in areas for the new pavement, a maximum depth of 10 feet for cross-culverts, and a maximum depth of 10 feet for drainage ditches. At bridge structures, the depth of impacts may extend to 25 feet deep for drilled shafts or pile foundations.

Phase I includes the construction of frontage roads on the West and East legs of the roadway and the mainlanes in the North leg and is the subject of this grant application.

While this MPDG application is for the Phase I (Interim) Design, the IBTC will eventually be built out to include the Phase II (Ultimate) Design. Typical sections for the Phase II Design can be found below for reference.

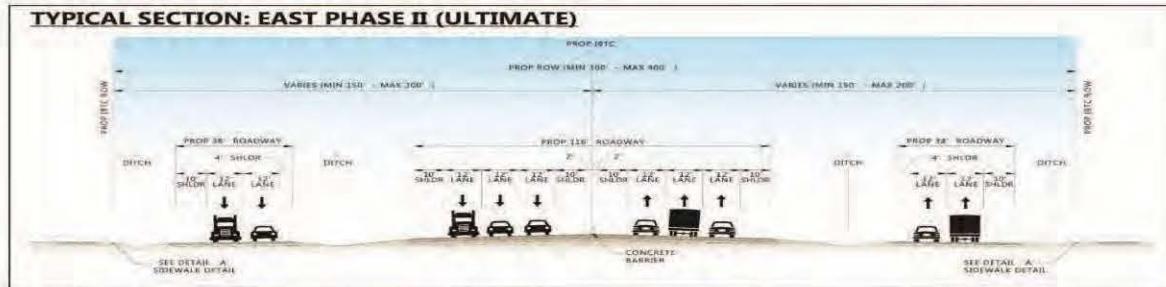


Figure 5: East Leg Phase II Typical Section

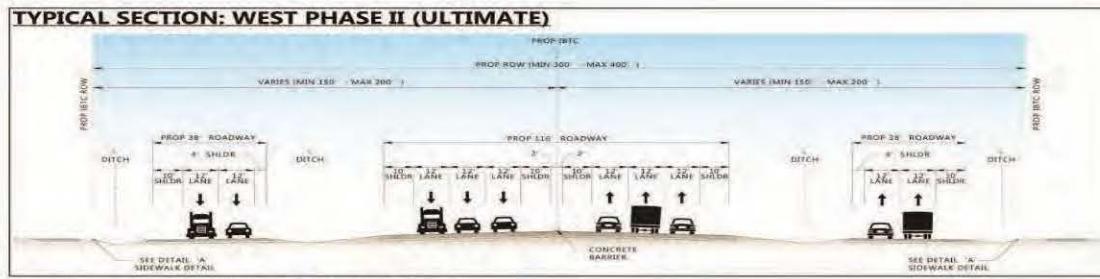


Figure 6: West Leg Phase II Typical Section

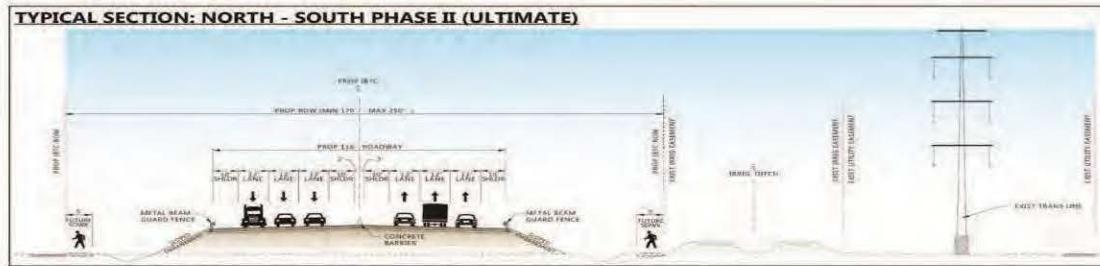


Figure 7: North Leg Phase II Typical Section

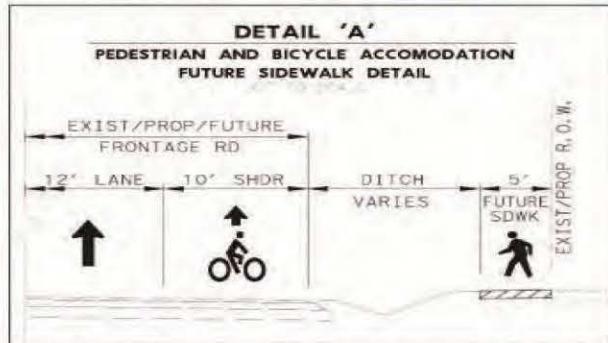
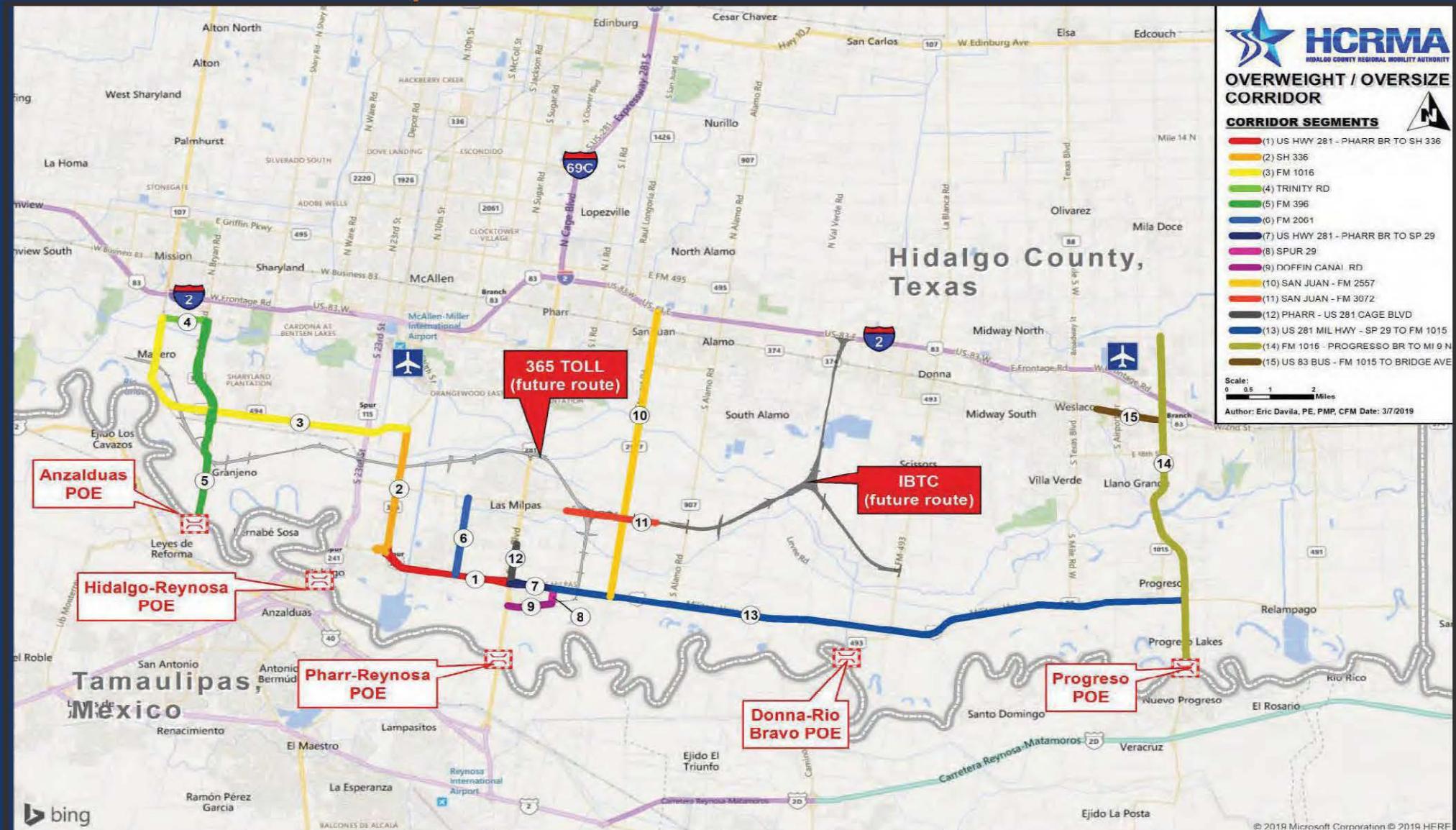


Figure 8: Pedestrian and Bicycle for Potential Future Accommodations Typical Section (East and West Legs)

While this MPDG application is for the Phase I (Interim) Design, the IBTC will eventually be built out to include the Phase II (Ultimate) Design.

OVERWEIGHT / OVERSIZE CORRIDOR SEGMENTS





[HOME](#) [About Us](#)

Friday, March 10, 2023

Lenguaje [inglés](#) 

Specialized Overweight Permits

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

Permit Information

The Hidalgo County Regional Mobility Authority (HCRMA) administers the Hidalgo County overweight corridor and facilitates the Hidalgo County Specialized Overweight Permits that allow for the movement of overweight vehicles carrying cargo on the following roads:

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

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

► **OVERWEIGHT REPORT FOR April 2023:**
January 1, 2023–March 31, 2023

OW

Total Permits Issued:	10,440
Total Amount Collected:	\$2,131,812
■ Convenience Fees:	\$ 43,812
■ Total Permit Fees:	\$2,088,000
– Pro Miles:	\$ 31,320
– TxDOT:	\$ 1,774,800
– HCRMA:	\$ 281,880

► OVERWEIGHT REPORT FOR 2023:

► JANUARY 1, 2023 – March 31, 2023

OW

Overweight/Oversized Permit Count
2022 - 2023 Monthly Comparison



Notes:

1. The permit count for 2022 (41,104) ended with a +4.5% (increase of 1831) compared to 2021 (39,273).
2. Monthly permit count of 3,982 represents a +16.81% (increase, 573) compared to the same month in 2022 (3,409).

ENR's 20-city average cost indexes, wages and materials prices.
Historical data for ENR's 20 cities can be found at ENR.com/economics

Construction Cost Index

+2.6%

APR. 2023

ANNUAL
INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13,229.57	+0.4%	+2.6%
COMMON LABOR	2,480.60	+0.7%	+1.2%
WAGE \$/HR.	47.73	+0.7%	+1.2%

The Construction Cost Index's annual escalation rose 2.6%, while the monthly component rose 0.4%.

Building Cost Index

+4.2%

APR. 2023

ANNUAL
INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	800.86	0.0%	+4.2%
SKILLED LABOR	11445.22	+0.4%	+3.0%
WAGE \$/HR.	63.18	+0.4%	+3.0%

The Building Cost Index was up 4.2% on an annual basis, while the monthly component stayed flat.

Materials Cost Index

-0.2%

APR. 2023

MONTHLY
INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	5870.49	-0.2%	+6.2%
CEMENT \$/TON	190.44	+2.1%	+19.8%
STEEL \$/CWT	96.02	+0.2%	+15.2%
LUMBER \$/MBF	962.19	-2.1%	-13.9%

The Materials Cost Index fell 0.2% this month, while the annual escalation rate increased 6.2%.

ENR's Materials Prices For April 2023

CORRUGATED-STEEL PIPE

0.0%

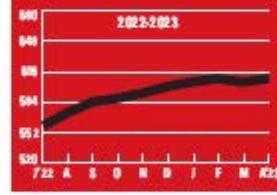
MONTHLY CORRUGATED-STEEL PIPE PRICES STAYED FLAT IN APRIL.



DUCTILE-IRON PIPE

+0.7%

MONTHLY PRICES ROSE 0.7%, WHILE YEARLY PRICES INCREASED 13.9%.



20-CITY AVERAGE

ITEM

UNIT \$/PRICE %MONTH %YEAR

REINFORCED-CONCRETE PIPE (RCP)

12"	FT	25.50	-0.9	+11.4
24"	FT	51.73	-1.2	+15.1
36"	FT	111.01	-0.1	+20.6
48"	FT	182.40	-0.2	+18.8

CORRUGATED-STEEL PIPE (CSP)

12"	FT	13.71	-0.6	+12.6
36"	FT	44.00	0.0	+10.1
60"	FT	98.51	+0.9	+7.9

POLYETHYLENE PIPE (PE): UNDERDRAIN

4"	FT	0.95	-1.9	+19.2
----	----	------	------	-------

POLYVINYL-CHLORIDE PIPE (PVC)

Sewer, 48"	FT	2.90	+0.2	+14.1
8"	FT	10.13	+1.8	+29.7
Water, 6"	FT	11.07	+3.6	+23.8
8"	FT	13.98	+3.8	+27.9
12"	FT	22.67	-0.7	+12.4

DUCTILE-IRON PIPE (DIP)

6"	FT	25.65	+0.2	+17.2
8"	FT	36.86	+0.7	+13.9
12"	FT	55.44	+0.6	+14.0

COPPER WATER TUBING: TYPE L

1/2"	FT	2.37	-3.4	+9.0
1 1/2"	FT	10.03	-0.4	+13.4

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1B
04/18/2023
04/25/2023

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR APRIL 2023

HCRMA Board of Directors

S. David Deanda, Jr., Chairman

Forrest Runnels, Vice-Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Julio Cerdá, Director

Juan Carlos Del Angel, Director

Gabriel Kamel, Director

Francisco "Frank" Pardo, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

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

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Ascencion Alonzo, Chief Financial Ofcr.

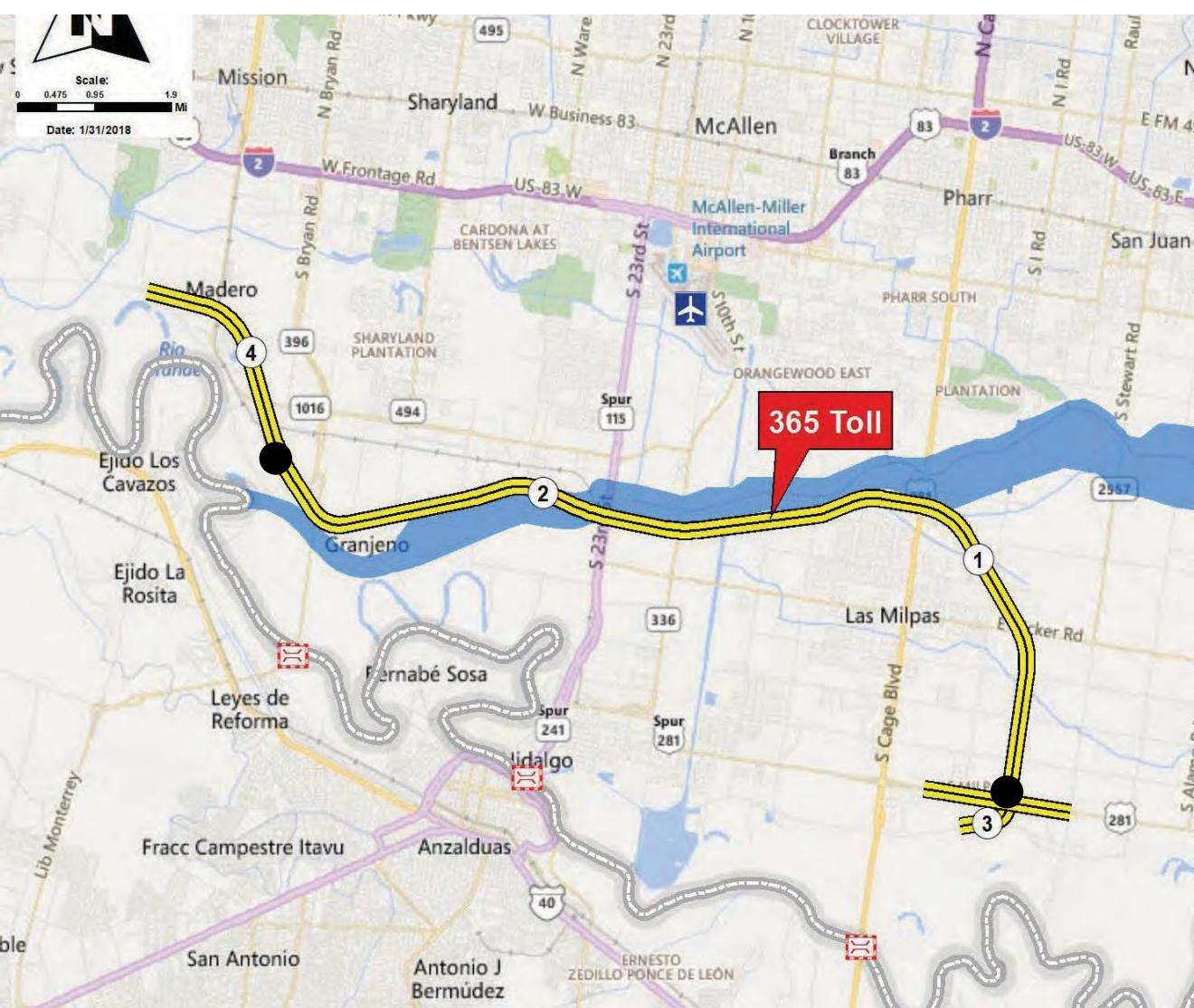
General Engineering Consultant

HDR ENGINEERING, INC.

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Report on HCRMA Construction Report
Chief Construction Engineer – Ramon Navarro IV, PE, CFM





[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.
TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]
[SEG. 4 FUTURE] LIMITS FROM FM 1016 / CONWAY
TO 0.8 MI. W. FM396 / ANZALDUAS HIGHWAY

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MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

100% ROW ACQUIRED

PH 1: 365 SEG. 3 –

LET: 08/2015

COMPLETED

PH 2: 365 TOLL

SEGS. 1 & 2 –

OPEN: 01/2026

EXECUTIVE SUMMARY

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

New Year's Day (January 1st)

Independence Day (July 4th)

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

Thanksgiving Day and day after (4th Thursday and Friday in the month of November);
Christmas Eve and Day (December 24th and 25th)]

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

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

SCHEDULE & CONSTRUCTION COSTS

Four (4) approved Changes Order(s): [\$37,838,866.04] +0 days

- CO#1 11/11/2021 entering VECP process +000 days \$000,000,000.00 .0%
- CO#2 12/21/2021 VECP Plan Revisions +000 days \$(38,010,382.63) (12.84%)
- CO#3 04/26/2022 VECP Contractor Risk +000 days \$000,000,000.00 (0%)
- CO#4 01/24/2023 Drill Shaft +000 days \$171,516.59 0.06%

CHANGE ORDERS:

Change Order No.1 Summary: November 11,2021

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

Change Order No. 2 Summary: December 21, 2021

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

VECP calculations for Contract Price of \$281,723,797.95

VECP Gross Savings	\$38,010,382.63	
Less est. Total Design Cost	\$1,943,648.45	(Schematics + Final Design)
Less Est. Owner's Fees	\$545,178.43	(GEC, Environmental, T&R Costs)
VECP Net Savings	\$35,521,555.76	
60% Contractor Saving:	\$21,312,933.45	Paid as Progress Payments
40% Owner Savings:	\$14,208,622.30	Reduced from original Project

Change Order No. 3 Summary: April 26, 2022

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

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

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

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

Change Order No. 4 Summary: January 24, 2023 [\$14,037,105.71]

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

PROJECT PRODUCTION

CAPTURING VECP PACKETS

2/8/23 VECP Team met, exchanged concepts, formats

3/8/23 VECP meeting formal report submittals by 3/31/23

FORMAL SUBMITTALS, REVIEW OF DOCUMENTS

- RFIs 70
- SUBMITTALS 81

TESTING [Soils/Concrete]

- Levees / embankment /
- Drill Shafts / Bents

ENVIRONMENTAL JUSTICES [SW3Ps]

EMBANKMENT and UNDERGROUND WORK SH336 / SP115 Highline/ McColl

UNDERGROUND WORK Storm Sewer / Irrigation structures [Sta. 792+00 to west end]

- * FM494 12' x 12' BOX
- * Outfall 1A

DRILL SHAFTS Floodway Bridge / McColl

COLUMNS McColl / Floodway

BENT CAPS Highline / floodway

-  OVERVIEW
-  QUERY
-  ALL REPORTS
-  DAILY ACTIVITIES
-  ITEMS
-  MATERIALS
-  STOCKPILES
-  TIME LIMITS
-  CHANGE ORDERS
-  PUNCH LIST
-  PAYMENTS
-  CONTRACTORS
-  FUNDING

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

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

Overview

Edit

General Information

Project

Work Type
Heavy Highway

Location

Coordinates
26.14052384945899, -98.24062242016183Location
FM-396 (ANZALDUAS HIGHWAY) TO US-281 MILITARY HIGHWAY

Management

Prime Contractor
PULICE CONSTRUCTION, INC.Project Manager
Ramon Navarro, IV, P.E.Managing Office
HCRMA Construction DepartmentCreated By
Sergio Mandujano

Goals

Awarded Amount

\$295,932,420.25

Authorized Amount

\$258,093,554.21

Approved Changes

-\$37,838,866.04

Description

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

Amount Paid

Amount paid so far
\$62,270,729.3321% of your
Awarded
\$295,932,420.2524% of your
Authorized
\$258,093,554.21100% of your
Approved
Payments
\$62,270,729.33

Important Dates

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

Progress

Time Complete: 399 Days

Time Remaining: 865 Days

82%

Amount Posted: \$56,076,429.89

Awarded Amount: \$295,932,420.25

19%

Amount Posted: \$56,076,429.89

Authorized Amount: \$258,093,554.21

22%

Total Retainage
\$0.00Retainage Released
\$0.00Liquidated Damages
\$0.00

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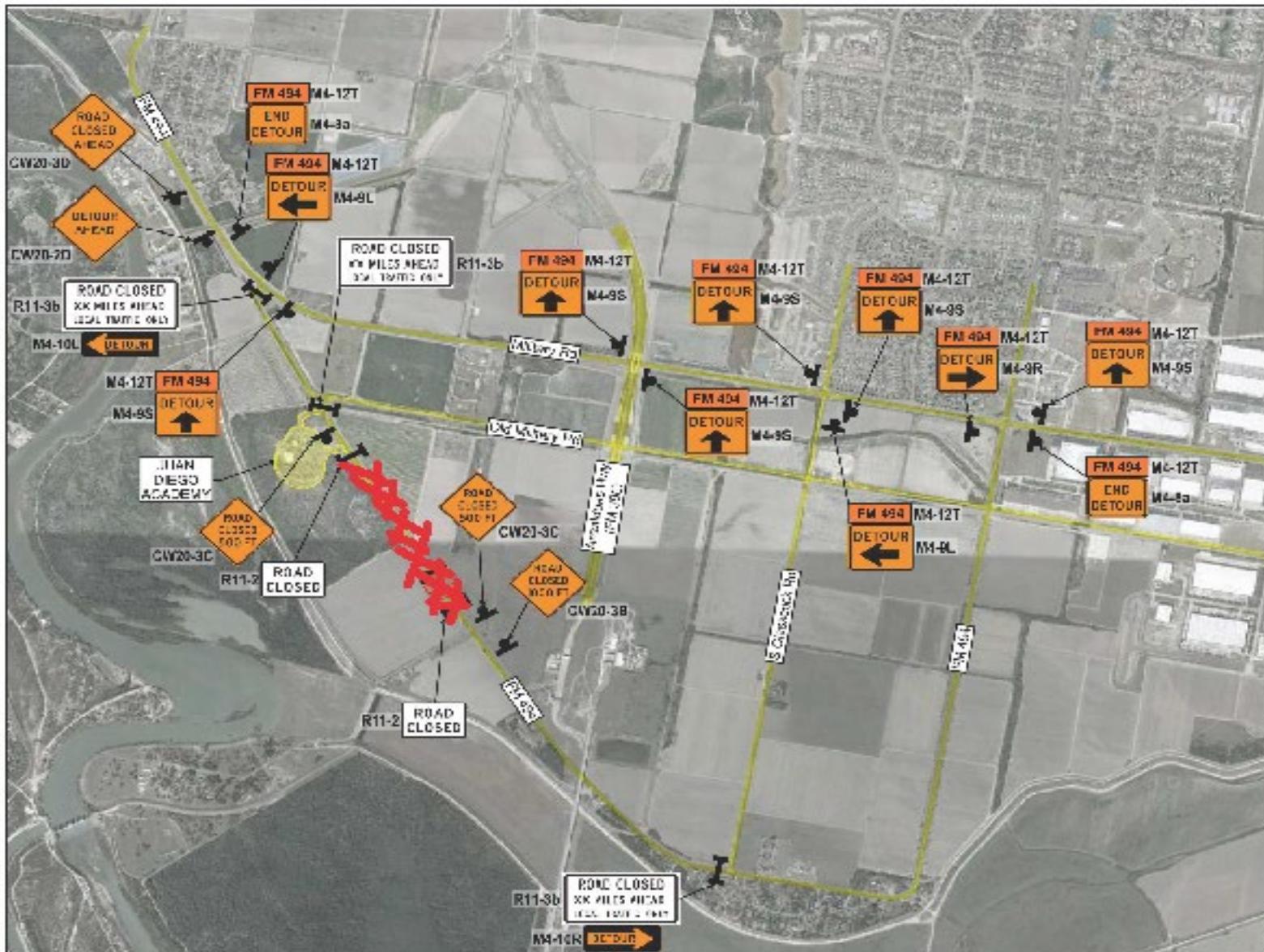
365 TOLL PROJECT CSJ:0921-02-368 Under Construction

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

Payments

End Date	Status	Payment	To Date	% Complete
04/15/2023	Pending	\$2,302,505.87	\$64,573,235.20	<div style="width: 21.7%; background-color: #28a745; height: 10px; display: inline-block;"></div> 21.7%
03/15/2023	Paid	\$1,571,821.63	\$62,270,729.33	<div style="width: 21.0%; background-color: #28a745; height: 10px; display: inline-block;"></div> 21.0%
02/15/2023	Paid	\$1,519,297.77	\$60,699,107.70	<div style="width: 20.4%; background-color: #28a745; height: 10px; display: inline-block;"></div> 20.4%
01/15/2023	Paid	\$943,705.88	\$59,179,809.93	<div style="width: 19.7%; background-color: #28a745; height: 10px; display: inline-block;"></div> 19.7%
12/15/2022	Paid	\$8,892,613.75	\$58,236,104.25	<div style="width: 19.5%; background-color: #28a745; height: 10px; display: inline-block;"></div> 19.5%
11/14/2022	Paid	\$4,085,802.35	\$49,343,490.50	<div style="width: 18.9%; background-color: #28a745; height: 10px; display: inline-block;"></div> 18.9%
10/14/2022	Paid	\$1,427,873.38	\$45,257,888.15	<div style="width: 18.6%; background-color: #28a745; height: 10px; display: inline-block;"></div> 18.6%
09/15/2022	Paid	\$857,136.92	\$43,830,014.79	<div style="width: 18.4%; background-color: #28a745; height: 10px; display: inline-block;"></div> 18.4%
08/18/2022	Paid	\$378,458.17	\$43,172,877.87	<div style="width: 18.3%; background-color: #28a745; height: 10px; display: inline-block;"></div> 18.3%
07/19/2022	Paid	\$2,793,575.17	\$42,794,419.70	<div style="width: 18.1%; background-color: #28a745; height: 10px; display: inline-block;"></div> 18.1%
06/20/2022	Paid	\$2,336,832.39	\$40,000,844.53	<div style="width: 15.2%; background-color: #28a745; height: 10px; display: inline-block;"></div> 15.2%
05/31/2022	Paid	\$14,029,200.82	\$37,664,012.14	<div style="width: 14.3%; background-color: #28a745; height: 10px; display: inline-block;"></div> 14.3%
04/30/2022	Paid	\$23,634,811.32	\$23,634,811.32	<div style="width: 8.8%; background-color: #28a745; height: 10px; display: inline-block;"></div> 8.8%

Displaying all 13 payments



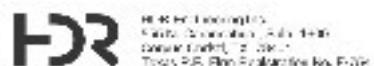
NOTE
CONTRACTOR SHALL NOTIFY JUAN DIEGO AT ADT IN WRITING AT LEAST ONE WEEK PRIOR TO CONSTRUCTION TO ENSURE PARENTS AND RIDERS ARE AWARE OF ALTERNATE ROUTES



01/29/2023



01/29/2023 by Texas Department of Transportation
TxDOT, 1000 W. Sam M. Maceo Pkwy, Austin, TX 78750



FM 494 Detour
Traffic Control Plan

365 TOLL

FM 494 DETOUR TRAFFIC CONTROL PLAN

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 **HCRMA**
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY











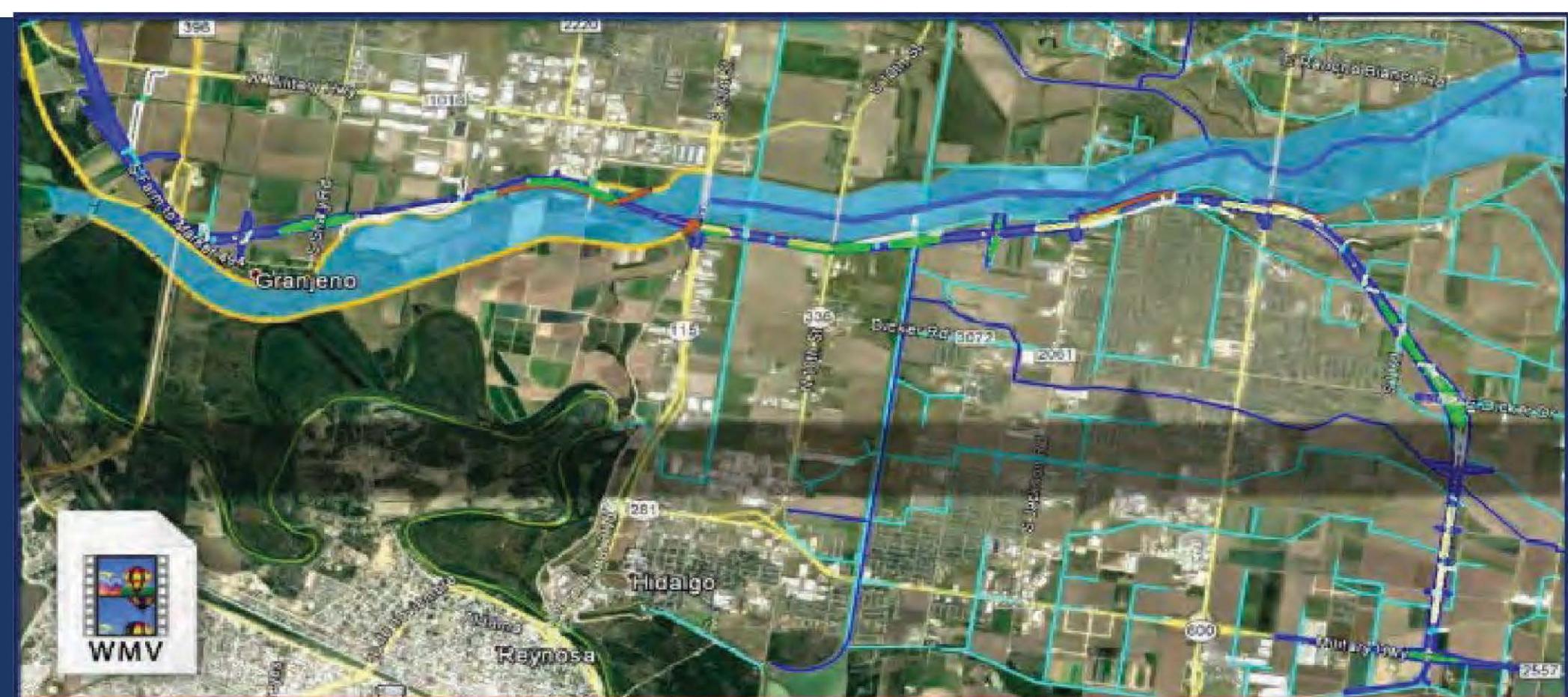


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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>2A</u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>04/13/23</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>04/25/23</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: APPROVAL OF MINUTES FOR THE REGULAR MEETING HELD ON MARCH 28, 2023.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held March 28, 2023.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Motion to approve the minutes for the Board of Director's Regular Meeting held March 28, 2023, as presented.
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Board Meeting on Tuesday, March 28, 2023, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members:	David Deanda, Chairman Forrest Runnels, Vice-Chairman Ezequiel Reyna, Jr., Secretary/Treasurer Juan Carlos Del Angel, Director Gabriel Kamel, Director Frank Pardo, Director
Absent:	Julio C. Cerdá, P.E., Director
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Ascencion Alonzo, Chief Financial Officer Celia Gaona, Chief Auditor/Compliance Officer Maria Alaniz, Executive Assistant Richard Cantu, Cantu Law Company, Legal Counsel Colby Echols, Hilltop Securities, Financial Advisor

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Mrs. Alaniz led the invocation.

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

Chairman Deanda called the Regular Meeting to order at 5:30 p.m.

PUBLIC COMMENT

1. REPORTS

A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document
– HCRMA Staff

Mr. Ramon Navarro reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. No action taken.

B. Report on Construction Activity for 365 Tollway Project – Ramon Navarro IV, HCRMA.
Mr. Ramon Navarro reported on the construction activity for 365 Tollway Project. No action taken.

2. CONSENT AGENDA

Motion by Frank Pardo with a second by Forrest Runnels, to approve the Consent Agenda with the exception of Agenda Item 2C, January 2023 Financial Reports. Motion carried unanimously.

A. Approval of Minutes for the Regular Board Meeting held February 28, 2023 and the Special Board Meeting held on March 14, 2023.

Approved the Minutes for the Regular Board Meeting held February 28, 2023 and the Special Board Meeting held on March 14, 2023.

B. Approval of Project & General Expense Report for the period from February 8, 2023, to March 7, 2023.

Approved the Project & General Expense Report for the period from February 8, 2023, to March 7, 2023.

C. Approval of Financial Reports for December 2022 and January 2023.

Approved the Financial Reports for December 2022.

3. REGULAR AGENDA

A. Resolution 2023-16 – Consideration and Approval of an Agreement with AEP Texas Inc. for Participation in Relocation of electrical line at Glasscock Road for the 365 Tollway Project.

Motion by Forrest Runnels, with a second by Juan Carlos Del Angel, to approve Resolution 2023-16 – Consideration and Approval of an Agreement with AEP Texas Inc. for Participation in Relocation of electrical line at Glasscock Road for the 365 Tollway Project in the amount of \$65,415.65. Motion carried unanimously.

B. Resolution 2023-18 - Consideration and Approval of an Agreement with Magic Valley Electric Cooperative for Participation in Relocation of electrical line at Jackson Road & Juan Balli Road for the 365 Tollway Project.

Motion by Juan Carlos Del Angel, with a second by Forrest Runnels, to approve Resolution 2023-18 – Consideration and Approval of an Agreement with Magic Valley Electric Cooperative for Participation in Relocation of electrical line at Jackson Road & Juan Balli Road for the 365 Tollway Project in the amount of \$24,065.60. Motion carried unanimously.

C. Resolution 2023-17 – Approval of Contract Amendment Number 8 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 3 to Work Authorization Number 3.

Motion by Gabriel Kamel, with a second by Frank Pardo, to approve Resolution 2023-17 – Approval of Contract Amendment Number 8 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 3 to Work Authorization Number 3 for a revised maximum payable amount of \$3,235,404.31. Motion carried unanimously.

D. Resolution 2023-19 – Approval of Work Authorization Number 20 to the Professional Services Agreement with SAMES, Inc. for surveying services for the “X” Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project.

Motion by Forrest Runnels, with a second by Frank Pardo, to approve Resolution 2023-19 — Approval of Work Authorization Number 20 to the Professional Services Agreement with SAMES, Inc. for surveying services for the “X” Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of \$56,245.00. Motion carried unanimously.

E. Resolution 2023-20 – Approval of Work Authorization Number 21 to the Professional Services Agreement with SAMES, Inc. for surveying services for a corner clip for utility’s relocation along Thomas and I Rd [Veterans Dr.] as part of the 365 Tollway Project.

Motion by Juan Carlos Del Angel, with a second by Gabriel Kamel, to approve Resolution 2023-20 – Approval of Work Authorization Number 21 to the Professional Services Agreement with SAMES, Inc. for surveying services for a corner clip for utility’s relocation along Thomas and I Rd [Veterans Dr.] as part of the 365 Tollway Project in the amount of 1,800.00. Motion carried unanimously.

F. Resolution 2023-21 – Approval of Contract Amendment 21 to the Professional Service Agreement with SAMES, Inc. to increase the maximum payable amount for Work Authorization Number 20 and Work Authorization Number 21.

Motion by Gabriel Kamel, with a second by Ezequiel Reyna, to approve Resolution 2023-21– Approval of Contract Amendment 21 to the Professional Service Agreement with SAMES, Inc. to increase the maximum payable amount for Work Authorization Number 20 and Work Authorization Number 21 for a revised maximum amount of \$351,811.50. Motion carried unanimously.

4. CHAIRMAN’S REPORT

A. None.

5. TABLED ITEMS

A. None.

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

A. Consultation with Attorney on personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.)

No action taken.

B. Consultation with Attorney on legal issues pertaining to an Interlocal Cooperative Agreement with the City of Mission to provide Right of Way Acquisition Services (Section 551.071 T.G.C.)

No action taken.

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

No action taken.

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

No action taken.

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

No action taken.

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

No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Forrest Runnels, with a second by Ezequiel Reyna, to adjourn the meeting at 5:55 p.m.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2B
04/19/23
04/25/23

1. Agenda Item: APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MARCH 8, 2023 TO APRIL 7, 2023.

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

Consideration and approval of project and general expense report for the period from March 8, 2023 to April 7, 2023.

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

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

Operating Account	\$ 178,848.66
Toll Revenue Series 2022A&B	\$ 2,735,626.19
Disbursement Account	\$ 5,629.73
VRF Series 2020A	\$ 25,865.60
Total Project Expenses for Reporting Period	\$ 2,945,970.18
 Fund Balance after Expenses	 \$ 145,120,427.75

5. Staff Recommendation: Motion to approve the project and general expense report for the period of March 8, 2023 to April 7, 2023, as presented.

6. Planning Committee's Recommendation: Approved Disapproved None

7. Finance Committee's Recommendation: Approved Disapproved None

8. Board Attorney's Recommendation: Approved Disapproved None

9. Chief Auditor's Recommendation: Approved Disapproved None

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

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

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

13. Executive Director's Recommendation: Approved Disapproved None



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: April 19, 2023
Re: **Expense Report for the Period from March 8, 2023 to April 7, 2023.**

Attached is the expense report for the period commencing on March 8, 2023 to April 7, 2023.

Expenses for the General Account total \$178,848.66, Toll Revenue Series 2022A&B total is \$2,735,626.19, Disbursement Account total \$5,629.73 and the VRF Series 2020A Account is \$25,865.60. The aggregate expense for the reporting period is \$2,945,970.18.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$2,945,970.18.**

This leaves a fund balance (all funds) after expenses of \$145,120,427.75.

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

March. 8 - April. 7
April 2023
Plains Capital 41

Make Check Payable to	Date Work Performed	Amount
Valero Fleet	03/16/23-04/15/23	\$ 954.00
Bracewell, LLP	Thur March 31, 2023	\$ 3,113.00
Law Office of Richard A. Cantu. P.C.	March 2023	\$ 150.00
City of Pharr	March 2023	\$ 109,957.34
City of Pharr	March 2023	\$ 205.00
City of Pharr	March 2023	\$ 6,765.00
City of Pharr	04/01/23-04/30/23	\$ 1,256.17
City of Pharr	04/01/23-04/30/23	\$ 5,497.71
Gateway Printing & Office Supply, Inc.	03/24/2023	\$ 63.72
A-Fast Delivery, LLC	03/13/23-03/27/23	\$ 258.50
Pathfinder Public Affairs	March 2023	\$ 10,000.00
Pharr Economic Development Corporation	April 2023	\$ 4,480.00
Computer Repair Center	03/29/2023	\$ 2,389.00
Juan Aguayo	3/21/23-3/24/23	\$ 216.37
Gabriel Molina	3/21/23-3/24/23	\$ 216.37
Alejandro Alanis	3/21/23-3/24/23	\$ 216.37
Ramon Navarro	03/20/23-03/22/23	\$ 85.74
Allterra	01/01/23-12/31/2023	\$ 500.00
Xerox Financial Services	04/01/23-04/30/23	\$ 591.60
Xerox Financial Services	04/01/23-04/30/23	\$ 219.46
Moody's Investors Service, Inc.	02/01/23-01/31/24	\$ 16,000.00
Burton McCumber & Longoria, LLP	03/13/23-04/05/23	\$ 10,000.00
Pena Designs	March 2023	\$ 200.00
Texas Comptroller of Public Accounts	2023	\$ 100.00
Credit Card Services	03/04/23-04/03/23	\$ -
Credit Card Services	03/04/23-04/03/23	\$ 5,082.65
Credit Card Services	03/04/23-04/03/23	\$ 330.66
Credit Card Services	03/04/23-04/03/23	\$ -
		\$ 178,848.66

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

Pulice Construction, Inc.	03/16/23-04/15/23	\$ 2,302,505.87
		\$ 2,302,505.87

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

Bracewell, LLP	Thur March 31, 2023	\$ 12,720.00
Escobedo & Cardenas, LLP	March 2023	\$ 2,600.00
Law Office of Richard A. Cantu, P.C.	March 2023	\$ 2,475.00
Blanton & Associates, Inc.	03/01/23-03/31/23	\$ 1,000.26
Blanton & Associates, Inc.	02/01/23-03/31/23	\$ 1,589.71
Texas Department of Transportation	03/31/2023	\$ 4,336.18
HDR Engineering, Inc.	2/26/23-4/1/23	\$ 132,197.12
HDR Engineering, Inc.	11/27/22-4/1/23	\$ 188,765.75
Atlas Technical Consultants, LLC	03/04/23-03/31/23	\$ 669.90
B2Z Engineering	03/01/23-03/31/23	\$ 43,634.71
Raba Kistner, Inc.	Thru April 07, 2023	\$ 38,238.40
L&G Consulting Engineers	01/05/23-03/23/23	\$ 2,426.22
L&G Consulting Engineers	1/30/23-3/23/23	\$ 2,467.07
		\$ 433,120.32

Make Check Payable to	Date Work Performed	Amount
Wilmington Trust 45/Capital Projects		
HDR Engineering, Inc.	2/26/23-4/1/23	\$ 4,179.73
Escobedo & Cardenas, LLP	March 2023	\$ 300.00
Law Office of Richard A. Cantu, P.C.	March 2023	\$ 1,150.00
		\$ 5,629.73
Wilmington Trust 46/VRF Series 2020A		
Sames Engineering & Surveying	03/31/2023	\$ 1,800.00
Magic Valley Electric Cooperative	03/28/2023	\$ 24,065.60
		\$ 25,865.60
Sub Total - General -41 (Operating)	\$ 178,848.66	
Sub Total - Construction/Related Costs-44 (New Bonds A)	\$ 2,302,505.87	
Sub Total - Construction/Related Costs-44 (New Bonds B)	\$ 433,120.32	
Sub Total - Capital Projects-45 (Disbursement)	\$ 5,629.73	
Sub Total - VRF Series 2020A-46 (VRF Series 2020A)	\$ 25,865.60	
Total	\$ 2,945,970.18	

Approved:

S. David Deanda, Jr., Chairman

Recommend Approval:

Pilar Rodriguez, Executive Director

Approved:

Ezequiel Reyna, Jr., Secretary/Treasurer

Date: 4/25/2023

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Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<input checked="" type="checkbox"/>	AGENDA ITEM	2C
PLANNING COMMITTEE	<input type="checkbox"/>	DATE SUBMITTED	04/24/23
FINANCE COMMITTEE	<input type="checkbox"/>	MEETING DATE	04/25/23
TECHNICAL COMMITTEE	<input type="checkbox"/>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF JANUARY 2023.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and approval of financial report for the month of January 2023.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the month of January 2023 , as presented.**
6. Planning Committee's Recommendation: Approved Disapproved None
7. Finance Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None

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

ASSETS		
CURRENT ASSETS		
Cash & cash equivalents	\$ 36,041,204	
Cash with fiscal agent	84,657	
Investment-Capital Projects nonrestricted	4,719,785	
Investments	3,243	
Accounts Receivable - VR Fees	596,010	
Accounts Receivable - Promises	6,831	
Prepaid expense	20,874	
Prepaid bond insurances	286,863	
Total Current Assets	<u>41,759,468</u>	
RESTRICTED ASSETS		
Cash & equivalent-Construction 2020A Series	3,064,841	
Cash & equivalent-Construction 2022 A&B series	28,089,371	
Investments-Construction 2022 A&B Series	82,909,547	
Investment-2020 debt service	431,651	
Investment-debt service 2013 series	261,290	
Investment-debt service 2022 A&B	9,036,774	
Cash & equivalents-debt service reserves: 2022 A&B	17,948,606	
Investment-debt service reserves: 2022 A&B	8,920	
Cash & equivalent-debt service jr lien	177	
Total Restricted Assets	<u>141,751,177</u>	
CAPITAL ASSETS		
Land-ROW	914,934	
Land-environmental	441,105	
Leasehold improvements	388,932	
Office equipment/other	40,946	
Rights to use-Bldg	437,340	
Road-BSIF	3,010,637	
Construction in progress	194,421,544	
Accumulated depreciation	(336,371)	
Accumulated amortization	(207,737)	
Total Capital Assets	<u>199,111,330</u>	
DEFERRED OUTFLOW OF RESOURCES		
Deferred charges on refunding	<u>2,051,016</u>	
Total Deferred Outflows	<u>2,051,016</u>	
TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES		
	<u>\$ 384,672,991</u>	
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable	\$ 17,554	
Accounts payable-City of Pharr	-	
Accounts payable-capital projects	4,437	
Lease Payable	252,571	
Unearned Revenue - Overweight Permit Escrow	84,657	
Current Portion of Bond Premium 2013	53,043	
Current Portion of Bond Premium 2020A	45,256	
Current Portion of Bond Premium 2022 A	356,126	
Current Portion of Bond Premium 2022 B	132,309	
Total Current Liabilities	<u>945,952</u>	
RESTRICTED LIABILITIES		
Accrued interest payable	169,647	
Accounts payable-capital projects	(21,884)	
Current Portion of Long-Term 2020 Debt	815,000	
Current Portion of Long-Term Debt 2013	1,425,000	
Total Restricted Liabilities	<u>2,387,763</u>	
LONG-TERM LIABILITIES		
2020 Series A Bonds Payable	9,870,000	
2020 Series B Bonds Payable	55,585,000	
2022 Series A Bonds Payable	151,650,345	
2022 Series B Bonds Payable	63,884,707	
Bond premium 2020A	1,210,596	
Bond premium 2022A	11,722,473	
Bond premium 2022B	4,355,167	
Total Long-Term Liabilities	<u>298,278,288</u>	
Total Liabilities	<u>301,612,904</u>	
NET POSITION		
Investment in Capital Assets, Net of Related Debt	14,142,967	
Restricted for:		
Debt Service	25,299,655	
Capital projects	114,063,759	
Unrestricted	(70,445,394)	
Total Net Position	<u>83,060,987</u>	
TOTAL LIABILITIES AND NET POSITION		
	<u>\$ 384,672,991</u>	



Pharr, TX

Balance Sheet

Account Summary

As Of 01/31/2023

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
41-1-1100-000	GENERAL OPERATING	105,333.54
41-1-1102-000	POOL INVESTMENTS	3,902,145.35
41-1-1102-001	INVESTMENT-ROAD MAINT,	1,021,148.07
41-1-1102-002	INVESTMENT-GENERAL	6,529,374.54
41-1-1113-000	ACCOUNTS RECEIVABLES-VR FEES	596,010.00
41-1-1113-009	ACCOUNTS RECEIVABLE- PROMILES	6,831.00
41-1-1113-100	PROMILES-PREPAID/ESCROW OVERWE	84,656.56
41-1-1601-000	PREPAID EXPENSE	20,874.36
41-1-1601-001	PREPAID BOND INSURANCE	286,863.24
41-1-1700-001	DEFERRED CHARGES ON REFUNDING	2,051,015.92
41-1-1910-001	LAND - RIGHT OF WAY	914,933.99
41-1-1910-002	LAND - ENVIRONMENTAL	441,105.00
41-1-1920-004	LEASEHOLD IMPROV.	388,932.22
41-1-1922-000	ACCUM DEPR - BUILDINGS	-114,163.13
41-1-1940-001	OFFICE FURNITURE & FIXTURES	32,339.94
41-1-1940-002	COMPUTER/SOFTWARE	8,606.51
41-1-1940-003	RIGHT TO USE- BLDG	437,340.00
41-1-1942-000	ACCUM DEPR - MACH & EQUIP	-19,498.64
41-1-1942-001	ACCUM AMORT-BLDG	-207,737.00
41-1-1950-001	ROADS - BSIF	3,010,636.97
41-1-1952-000	ACCUM DEPR - INFRASTRUCTURE	-202,709.14
41-1-1960-000	CONSTRUCTION IN PROGRESS	194,421,543.51
Total Assets:		213,715,582.81
Liability		
41-2-1212-000	ACCOUNTS PAYABLE	17,553.77
41-2-1212-010	LEASE PAYABLE	252,571.00
41-2-1213-007	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
41-2-1213-008	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
41-2-1213-009	CURRENT-UNAMORTIZED PREMIUM	53,043.39
41-2-1213-010	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
41-2-1213-012	BONDS PAYABLE CURRENT- 2020B	815,000.00
41-2-1213-100	UNEARNED REV.-OVERWEIGHT	84,656.56
41-2-1214-001	BONDS PAYABLE-CURRENT	1,425,000.00
41-2-1214-004	UNAMORTIZED PREM- 2020A	1,210,595.86
41-2-1214-005	LT UNAMORTIZED PREM 2022 A	11,722,473.44
41-2-1214-006	LT UNAMORTIZED PREM 2022 B	4,355,166.98
41-2-1214-011	LONG TERM BONDS- 2020A	9,870,000.00
41-2-1214-012	LONG TERM BONDS- 2020B	55,585,000.00
41-2-1214-013	LT BOND PAY 2022 A	151,650,344.75
41-2-1214-014	LT BOND PAY 2022 B	63,884,707.35
Total Liability:		301,459,803.68
Equity		
41-3-3400-000	FUND BALANCE	-88,080,898.08
Total Beginning Equity:		-88,080,898.08
Total Revenue		710,915.84
Total Expense		374,238.63
Revenues Over/Under Expenses		336,677.21
Total Equity and Current Surplus (Deficit):		-87,744,220.87
Total Liabilities, Equity and Current Surplus (Deficit):		<u>213,715,582.81</u>



Pharr, TX

Income Statement**Account Summary**

For Fiscal: 2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL						
Revenue						
41-4-1504-000	VEHICLE REGISTRATION FEES	0.00	0.00	596,010.00	596,010.00	-596,010.00
41-4-1505-005	PROMILES-OW/OS PERMIT FEES	0.00	0.00	70,805.00	70,805.00	-70,805.00
41-4-1506-000	INTEREST REVENUE	0.00	0.00	44,100.84	44,100.84	-44,100.84
	Revenue Total:	0.00	0.00	710,915.84	710,915.84	-710,915.84
Expense						
41-52900-1100-000	SALARIES	0.00	0.00	-9,425.74	-9,425.74	9,425.74
41-52900-1105-000	FICA	0.00	0.00	-717.43	-717.43	717.43
41-52900-1106-000	HEALTH INSURANCE	0.00	0.00	-3.64	-3.64	3.64
41-52900-1115-000	EMPLOYEES RETIREMENT	0.00	0.00	-1,146.63	-1,146.63	1,146.63
41-52900-1116-000	PHONE ALLOWANCE	0.00	0.00	-98.08	-98.08	98.08
41-52900-1117-000	CAR ALLOWANCE	0.00	0.00	-300.00	-300.00	300.00
41-52900-1200-000	OFFICE SUPPLIES	0.00	0.00	4,028.50	4,028.50	-4,028.50
41-52900-1603-000	BUILDING REMODEL	0.00	0.00	95.00	95.00	-95.00
41-52900-1605-000	JANITORIAL	0.00	0.00	47.31	47.31	-47.31
41-52900-1606-000	UTILITIES	0.00	0.00	222.70	222.70	-222.70
41-52900-1607-000	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	850.00	850.00	-850.00
41-52900-1610-000	DUES & SUBSCRIPTIONS	0.00	0.00	2,500.00	2,500.00	-2,500.00
41-52900-1610-001	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	113.10	113.10	-113.10
41-52900-1623-000	INSURANCE-LETTER OF CREDIT	0.00	0.00	458.33	458.33	-458.33
41-52900-1630-000	BUSINESS MEALS	0.00	0.00	56.63	56.63	-56.63
41-52900-1650-000	TRAINING	0.00	0.00	2,535.00	2,535.00	-2,535.00
41-52900-1660-000	TRAVEL	0.00	0.00	766.70	766.70	-766.70
41-52900-1705-000	ACCOUNTING FEES	0.00	0.00	-205.00	-205.00	205.00
41-52900-1710-000	LEGAL FEES	0.00	0.00	-10,000.00	-10,000.00	10,000.00
41-52900-1712-000	FINANCIAL CONSULTING FEES	0.00	0.00	-12,839.62	-12,839.62	12,839.62
41-52900-1715-001	RENT-OFFICE EQUIPMENT	0.00	0.00	591.60	591.60	-591.60
41-52900-1715-002	RENT-OTHER	0.00	0.00	418.00	418.00	-418.00
41-52900-1731-000	MISCELLANEOUS	0.00	0.00	3,250.00	3,250.00	-3,250.00
41-52900-1999-003	TRANSFER OUT TO DEBT	0.00	0.00	124,687.50	124,687.50	-124,687.50
41-52900-1999-006	TRANS OUT- 2020 DEBT SVC	0.00	0.00	205,821.14	205,821.14	-205,821.14
41-53000-1100-000	SALARIES	0.00	0.00	-11,812.29	-11,812.29	11,812.29
41-53000-1105-000	FICA	0.00	0.00	-906.59	-906.59	906.59
41-53000-1106-000	HEALTH INSURANCE	0.00	0.00	-7.28	-7.28	7.28
41-53000-1115-000	EMPLOYEES RETIREMENT	0.00	0.00	-1,538.77	-1,538.77	1,538.77
41-53000-1116-000	PHONE ALLOWANCE	0.00	0.00	-138.46	-138.46	138.46
41-53000-1117-000	CAR ALLOWANCE	0.00	0.00	-184.60	-184.60	184.60
41-53000-1200-000	OFFICE SUPPLIES	0.00	0.00	801.48	801.48	-801.48
41-53000-1201-000	SMALL TOOLS	0.00	0.00	-6,986.38	-6,986.38	6,986.38
41-53000-1606-001	UTILITIES	0.00	0.00	58.52	58.52	-58.52
41-53000-1610-000	DUES & SUBSCRIPTIONS	0.00	0.00	279.00	279.00	-279.00
41-53000-1610-001	SUBSCRIPTIONS - SOFTWARE	0.00	0.00	58,774.88	58,774.88	-58,774.88
41-53000-1660-000	TRAVEL	0.00	0.00	1,226.32	1,226.32	-1,226.32
41-53000-1715-000	RENT CONSTRUCTION OFFICE	0.00	0.00	5,393.96	5,393.96	-5,393.96
41-53000-1715-001	RENTAL - OFFICE EQUIPMENT	0.00	0.00	-776.20	-776.20	776.20
41-53000-1715-012	VEHICLE MAINTENANCE	0.00	0.00	89.70	89.70	-89.70
41-53000-1715-013	VEHICLE FUEL	0.00	0.00	-948.17	-948.17	948.17
41-53000-1899-000	NON-CAPITALIZED	0.00	0.00	-1,778.88	-1,778.88	1,778.88
41-54000-1610-000	DUES & SUBSCRIPTIONS	0.00	0.00	294.98	294.98	-294.98
41-54000-1610-001	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	20,623.52	20,623.52	-20,623.52

Income Statement

For Fiscal: 2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
41-58000-1606-002	UTILITIES - BSIF	0.00	0.00	68.52	68.52	-68.52
	Expense Total:	0.00	0.00	374,238.63	374,238.63	-374,238.63
	Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	0.00	0.00	336,677.21	336,677.21	
	Total Surplus (Deficit):	0.00	0.00	336,677.21	336,677.21	



Pharr, TX

Bank Statement Register**GENERAL OPERATING**

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

Packet: BRPKT03081

Cia 4/21/2023

Bank Statement		General Ledger	
Beginning Balance	128,756.51	Account Balance	70,416.12
Plus Debits	507,505.49	Less Outstanding Debits	0.00
Less Credits	522,246.95	Plus Outstanding Credits	43,598.93
Adjustments	0.00	Adjustments	0.00
Ending Balance	114,015.05	Adjusted Account Balance	114,015.05
		Statement Ending Balance	114,015.05
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
12/31/2022	DFT0008183	Deposit	TO REVERSE OUTSTANDING ITEMS POSTED	230,362.24
01/31/2023	DEP0055646	Deposit	TO RECORD 106912-000 ACTIVITY JAN	167,607.20
01/31/2023	DEP0056292	Deposit	PLAINSCAPITAL ACCT JAN RMA JES	18,279.00
01/31/2023	DEP0056293	Deposit	PLAINSCAPITAL ACCT JAN RMA JES	17,685.00
01/31/2023	DEP0056294	Deposit	PLAINSCAPITAL ACCT JAN RMA JES	20,763.00
01/31/2023	DEP0056295	Deposit	PLAINSCAPITAL ACCT JAN RMA JES	21,330.00
			Total Cleared Deposits (6)	476,026.44

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
01/27/2023	2690	Check	AURORA PERALES	-7,800.00
01/27/2023	2691	Check	CITY OF MCALLEN TAX OFFICE	-2,000.00
01/27/2023	2692	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-72.48
01/27/2023	2696	Check	XEROX BUSINESS SOLUTIONS SOUTHWEST	-776.20
01/27/2023	2697	Check	XEROX CORPORATION	-591.60
			Total Cleared Checks (5)	-11,240.28

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/16/2022	DFT0008427	Bank Draft	AURORA PERALES	-7,800.00
11/30/2022	DFT0007874	Bank Draft	CITY OF PHARR	-107,801.12
11/30/2022	DFT0008443	Bank Draft	XEROX BUSINESS SOLUTIONS SOUTHWEST	-776.20

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/30/2022	EFT0001961	EFT	CITY OF PHARR	-7,380.00
12/06/2022	DFT0008441	Bank Draft	SOUTHERN COMPUTER WAREHOUSE	-4,174.99
12/07/2022	DFT0008426	Bank Draft	ADVANCE PUBLISHING LLC	-365.63
12/15/2022	DFT0008442	Bank Draft	VALERO FLEET	-584.85
12/19/2022	DFT0008425	Bank Draft	A FAST DELIVERY	-167.50
12/19/2022	DFT0008440	Bank Draft	RAMON NAVARRO	-31.27
12/20/2022	DFT0008434	Bank Draft	GATEWAY PRINTING & OFFICE SUPPLY INC	-72.48
12/30/2022	DFT0008437	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
12/31/2022	DFT0008034	Bank Draft	CITY OF PHARR	-115,181.12
01/05/2023	DFT0008436	Bank Draft	OFFICE DEPOT	-1,338.77
01/06/2023	DFT0008435	Bank Draft	INFO TECH	-18,900.00
01/09/2023	DFT0008438	Bank Draft	PENA DESIGNS	-200.00
01/11/2023	DFT0008431	Bank Draft	CITY OF PHARR	-5,393.96
01/12/2023	DFT0008432	Bank Draft	CITY OF PHARR	-197,622.60
01/12/2023	DFT0008444	Bank Draft	XEROX FINANCIAL SERVICES	-591.60
01/13/2023	DFT0008433	Bank Draft	ESCOBEDO & CARDENAS, LLP	-90.00
01/17/2023	DFT0008439	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORP	-5,730.00
01/19/2023	DFT0008428	Bank Draft	BRACEWELL LLP	-200.00
01/27/2023	2691	Check Reversal	CITY OF MCALLEN TAX OFFICE Reversal	2,000.00
01/27/2023	EFT0002504	EFT	TO POST PCARD DEC. 2023 EXPENSES PAID	-3,608.60
01/27/2023	EFT0002505	EFT	TO POST PCARD DEC EXPENSES - CELIA GAC	-385.00
01/27/2023	EFT0002506	EFT	TO POST PCARD EXPENSES - IVONNE ROD. F	-2,372.20
01/31/2023	DFT0008535	Bank Draft	TO RECORD EXPENSES FOR SOFTWARE AND	-1,338.77
01/31/2023	DFT0008536	Bank Draft	TO RECORD EXPENSES FOR SOFTWARE AND	-18,900.00
01/31/2023	EFT0002512	EFT	TO RECORD 1 CENT DIFFERENCE FOR VALER	-0.01
01/31/2023	DFTR0000008	Bank Draft Reversal	TO REVERSE EXPENSES POSTED TWICE	7,800.00
01/31/2023	DFTR0000009	Bank Draft Reversal	TO REVERSE EXPENSES POSTED TWICE	776.20
01/31/2023	DFTR0000010	Bank Draft Reversal	TO REVERSE EXPENSES POSTED TWICE	72.48
01/31/2023	DFTR0000011	Bank Draft Reversal	TO REVERSE EXPENSES POSTED TWICE	1,338.77
01/31/2023	DFTR0000012	Bank Draft Reversal	TO REVERSE EXPENSES POSTED TWICE	18,900.00
01/31/2023	DFTR0000013	Bank Draft Reversal	TO REVERSE EXPENSES POSTED TWICE	591.60
Total Cleared Other (34)				-479,527.62

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
01/27/2023	2688	Check	A FAST DELIVERY	-167.50
01/27/2023	2689	Check	ADVANCE PUBLISHING LLC	-365.63
01/27/2023	2693	Check	INFO TECH	-18,900.00
01/27/2023	2694	Check	OFFICE DEPOT	-1,338.77
01/27/2023	2695	Check	SOUTHERN COMPUTER WAREHOUSE	-4,174.99
Total Outstanding Checks (5)				-24,946.89

Outstanding Other

Item Date	Reference	Item Type	Description	Amount
11/14/2022	DFT0008429	Bank Draft	CHARISMA REMODELING SERVICES, LLC	-1,408.00
11/14/2022	DFT0008430	Bank Draft	CHARISMA REMODELING SERVICES, LLC	-9,536.50
01/31/2023	EFT0002461	EFT	TO RECORD RMA P-CARD JANUARY EXP. 202	-2,363.43
01/31/2023	EFT0002462	EFT	TO RECORD RMA P- CARD M. ALANIZ JANUAI	-2,809.11
01/31/2023	EFT0002463	EFT	TO RECORD RMA P-CARD CELIA GAONA JANU	-2,535.00
Total Outstanding Other (5)				-18,652.04



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

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

Packet: BRPKT03084

Am 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	3,887,115.04	Account Balance	3,902,145.35
Plus Debits	15,030.31	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,902,145.35	Adjusted Account Balance	3,902,145.35
Statement Ending Balance		3,902,145.35	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001754	Interest	TO RECORD INTEREST EARNED	15,030.31
			Total Cleared Other (1)	15,030.31



Pharr, TX

Bank Statement Register

RMA LOGIC ROAD MAINT

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

Packet: BRPKT03085

Ca 1/31/2023

Bank Statement

General Ledger

Beginning Balance	1,017,214.81	Account Balance	1,021,148.07
Plus Debits	3,933.26	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	<u>1,021,148.07</u>	Adjusted Account Balance	<u>1,021,148.07</u>

Statement Ending Balance	1,021,148.07
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001755	Interest	TO RECORD INTEREST EARNED RMA JAN	3,933.26
Total Cleared Other (1)				3,933.26



Pharr, TX

Bank Statement Register

INVESTMENT-GENERAL

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

Packet: BRPKT03063

Ca 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	6,504,237.27	Account Balance	6,529,374.54
Plus Debits	25,137.27	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,529,374.54	Adjusted Account Balance	6,529,374.54
		Statement Ending Balance	6,529,374.54
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2023	DEP0055627	Deposit	TO RECORD INVESTMENT-GENERAL 1.31.2023	25,137.27
Total Cleared Deposits (1)				25,137.27



Pharr, TX

Balance Sheet
Account Summary
As Of 01/31/2023

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
42-1-1102-002	INVESTMENTS D/S 2022 A SERIES	7,486,110.71
42-1-1102-003	INVESTMENTS D/S 2022 B SERIES	1,143,118.52
42-1-1102-010	INVESTMENTS RESERVE D/S 2022 A SERIE	12,375,916.32
42-1-1102-011	INVESTMENTS RESERVE D/S 2022 B SERIE	5,581,609.82
42-1-1102-012	INVESTMENT JR LIEN REV BDS 2022B	407,545.05
42-1-4105-000	WILMINGTON-DEBT SERVICE	261,289.85
42-1-4105-001	DEBT SVC - JR LIEN	176.97
42-1-4105-002	DEBT SERVICE- 2020 SERIES	431,651.08
	Total Assets:	27,687,418.32
Liability		
42-2-4214-005	ACCRUED EXPENSES	-5,937.50
42-2-4214-006	ACCRUED INTEREST PAY-2013	5,937.50
42-2-4214-008	ACCRUED INTEREST PAY - 2022 A SERIES	96,130.42
42-2-4214-009	ACCRUED INTEREST PAY 2022 B SERIES	73,516.88
	Total Liability:	169,647.30
Equity		
42-3-4400-000	FUND BALANCE	26,978,181.42
	Total Beginning Equity:	26,978,181.42
Total Revenue		399,643.46
Total Expense		-139,946.14
Revenues Over/Under Expenses		539,589.60
	Total Equity and Current Surplus (Deficit):	27,517,771.02
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>27,687,418.32</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
<u>42-4-1506-001</u>	INTEREST INCOME-JR LIEN	0.00	0.00	0.66	0.66	-0.66
<u>42-4-1506-002</u>	INTEREST 2020 SERIES	0.00	0.00	-22,801.19	-22,801.19	22,801.19
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	21,548.21	21,548.21	-21,548.21
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	1,252.98	1,252.98	-1,252.98
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	47,645.67	47,645.67	-47,645.67
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	21,488.49	21,488.49	-21,488.49
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	330,508.64	330,508.64	-330,508.64
	Revenue Total:	0.00	0.00	399,643.46	399,643.46	-399,643.46
Expense						
<u>42-52900-4703-001</u>	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	-5,937.50	-5,937.50	5,937.50
<u>42-52900-4703-005</u>	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	-137,904.48	-137,904.48	137,904.48
<u>42-52900-4727-000</u>	FEES	0.00	0.00	3,895.84	3,895.84	-3,895.84
	Expense Total:	0.00	0.00	-139,946.14	-139,946.14	139,946.14
Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):						
	Total Surplus (Deficit):	0.00	0.00	539,589.60	539,589.60	
		0.00	0.00	539,589.60	539,589.60	



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022A SERIES

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

Packet: BRPKT03064

Am 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	7,463,309.52	Account Balance	7,486,110.71
Plus Debits	22,801.19	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	7,486,110.71	Adjusted Account Balance	7,486,110.71
		Statement Ending Balance	7,486,110.71
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2023	DEP0055630	Deposit	TO RECORD INVESTMENTS DEBT SERVICE F	22,801.19
Total Cleared Deposits (1)				22,801.19



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

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

Packet: BRPKT03065

As of 1/31/2023

Bank Statement

General Ledger

Beginning Balance	1,139,629.51	Account Balance	1,143,118.52
Plus Debits	3,489.01	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,143,118.52	Adjusted Account Balance	1,143,118.52

Statement Ending Balance 1,143,118.52

Bank Difference 0.00

General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2023	DEP0055636	Deposit	TO RECORD INV. DEBT SERVICE FUND 42 J.	3,489.01
Total Cleared Deposits (1)				3,489.01



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

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

Packet: BRPKT03066

On 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	12,328,270.65	Account Balance	12,375,916.32
Plus Debits	47,645.67	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	12,375,916.32	Adjusted Account Balance	12,375,916.32
		Statement Ending Balance	12,375,916.32
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2023	DEP0055639	Deposit	TO RECORD INVESTMENTS RESERVE D/S 20:	47,645.67
Total Cleared Deposits (1)				47,645.67



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

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

Packet: BRPkt03067

Ca 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	5,560,121.33	Account Balance	5,581,609.82
Plus Debits	21,488.49	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	5,581,609.82	Adjusted Account Balance	5,581,609.82
		Statement Ending Balance	5,581,609.82
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011

INVESTMENTS RESERVE D/S 2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2023	DEP0055640	Deposit	TO RECORD INVESTMENTS RESERVE D/S 20:	21,488.49
Total Cleared Deposits (1)				21,488.49



Pharr, TX

Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

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

Packet: BRPKT03068

Jan 4/23/2023

Bank Statement		General Ledger	
Beginning Balance	406,292.07	Account Balance	407,545.05
Plus Debits	1,252.98	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	407,545.05	Adjusted Account Balance	407,545.05
		Statement Ending Balance	407,545.05
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001690	Interest	TO RECORD INVESTMENT JR LIEN REV BDS]	1,252.98
Total Cleared Other (1)				1,252.98



Pharr, TX

Bank Statement Register

WILMINGTON-DEBT SERVICE

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

Packet: BRPKT03069

On 4/21/2023

Bank Statement		General Ledger	
Beginning Balance	136,407.47	Account Balance	261,289.85
Plus Debits	124,882.38	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	261,289.85	Adjusted Account Balance	261,289.85
		Statement Ending Balance	261,289.85
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001691	Interest	TO RECORD WILMINGTON-DEBT SERVICE JA	124,882.38
			Total Cleared Other (1)	124,882.38



Pharr, TX

Bank Statement Register

DEBT SVC - JR LIEN

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

Packet: BRPKT03086

On 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	176.31	Account Balance	176.97
Plus Debits	0.66	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	176.97	Adjusted Account Balance	176.97
		Statement Ending Balance	176.97
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001756	Interest	TO RECORD INTEREST EARNED RMA JAN	0.66
Total Cleared Other (1)				0.66



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

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

Packet: BRPKT03070

Jan 24 2023

Bank Statement		General Ledger	
Beginning Balance	225,506.43	Account Balance	431,651.08
Plus Debits	206,144.65	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	431,651.08	Adjusted Account Balance	431,651.08
		Statement Ending Balance	431,651.08
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001692	Interest	TO RECORD DEBT SERVICE-2020 SERIES JAI	206,144.65
Total Cleared Other (1)				206,144.65



Pharr, TX

Balance Sheet
Account Summary
As Of 01/31/2023

Account	Name	Balance
Fund: 44 - HCRMA-365 CONSTRUCTION		
Assets		
44-1-1102-001	INVESTMENTS - 2022 A SERIES	110,180,997.88
44-1-1102-002	INVESTMENTS - 2022 B SERIES	817,920.52
	Total Assets:	110,998,918.40
Liability		
44-2-1212-000	ACCOUNTS PAYABLE	-21,883.90
	Total Liability:	-21,883.90
Equity		
44-3-1400-000	FUND BALANCE	111,906,864.91
	Total Beginning Equity:	111,906,864.91
Total Revenue		-265,859.69
Total Expense		620,202.92
Revenues Over/Under Expenses		-886,062.61
	Total Equity and Current Surplus (Deficit):	111,020,802.30
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>110,998,918.40</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 44 - HCRMA-365 CONSTRUCTION						
Revenue						
44-4-1506-000	INTEREST REVENUE	0.00	0.00	-265,859.69	-265,859.69	265,859.69
	Revenue Total:	0.00	0.00	-265,859.69	-265,859.69	265,859.69
Expense						
44-52900-8800-000	CONSULTING AND ENGINEERING	0.00	0.00	-14,979.29	-14,979.29	14,979.29
44-52900-8810-003	SH365-ROW	0.00	0.00	-675.00	-675.00	675.00
44-52900-8841-000	PROFESSIONAL SERVICES	0.00	0.00	-6,800.00	-6,800.00	6,800.00
44-52900-8842-000	ACQUISITIONS ROAD	0.00	0.00	27,300.00	27,300.00	-27,300.00
44-52900-8850-000	365 PROJECT CONSTRUCTION B-FEDERAL	0.00	0.00	615,357.21	615,357.21	-615,357.21
	Expense Total:	0.00	0.00	620,202.92	620,202.92	-620,202.92
Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):						
	Total Surplus (Deficit):	0.00	0.00	-886,062.61	-886,062.61	
		0.00	0.00	-886,062.61	-886,062.61	



Pharr, TX

Bank Statement Register**INVESTMENTS - 2022 A SERIES**

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

Packet: BRPKT03071

4/21/2023

Bank Statement		General Ledger	
Beginning Balance	109,983,640.33	Account Balance	110,180,997.88
Plus Debits	1,630,666.14	Less Outstanding Debits	0.00
Less Credits	1,433,308.59	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	<u>110,180,997.88</u>	Adjusted Account Balance	110,180,997.88
		Statement Ending Balance	110,180,997.88
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001

INVESTMENTS - 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
12/15/2022	DEP0052960	Deposit	TO REVERSE JE 209808 RMA	1,303,657.45
12/30/2022	DEP0052928	Deposit	154037-006 RMA WT JE DEC. 22	129,651.14
Total Cleared Deposits (2)				1,433,308.59

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/31/2022	EFT0002163	EFT	FUND 44 RMA DEC JEs	-1,303,657.45
12/31/2022	EFT0002164	EFT	FUND 44 RMA DEC JEs	-129,651.14
01/31/2023	INT0001693	Interest	TO RECORD INVESTMENTS - 2022 A SERIES	83,571.25
01/31/2023	INT0001694	Interest	TO RECORD INVESTMENTS - 2022 A SERIES	8,750.00
01/31/2023	INT0001695	Interest	TO RECORD INVESTMENTS - 2022 A SERIES	105,036.30
Total Cleared Other (5)				-1,235,951.04



Pharr, TX

Bank Statement Register**INVESTMENT 2022B SERIES**

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

Packet: BRPKT03072

Ca 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	1,930,204.32	Account Balance	817,920.52
Plus Debits	9,588,455.35	Less Outstanding Debits	0.00
Less Credits	10,700,739.15	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	817,920.52	Adjusted Account Balance	817,920.52
		Statement Ending Balance	817,920.52
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-002

INVESTMENTS - 2022 B SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
11/30/2022	EFT0002099	Deposit	TO RECLASSIFY PAYMENT 0490198	4,085,602.35
12/31/2022	DEP0053676	Deposit	FUND 44 JEs RMA DEC	6,495.00
12/31/2022	DEP0053697	Deposit	FUND 44 RMA DEC JEs	1,303,657.45
Total Cleared Deposits (3)				5,395,754.80

Cleared Other

Item Date	Reference	Item Type	Description	Amount
06/30/2022	EFT0001341	EFT	TO REFLECT REDUCTION TO INVESTMENT AC	-6,495.00
10/03/2022	DFT0007914	Bank Draft	RABA KISTNER	-4,389.10
10/03/2022	DFT0007915	Bank Draft	RABA KISTNER	-12,113.99
11/15/2022	DFT0007897	Bank Draft	PULICE CONSTRUCTION INC	-4,085,602.35
11/15/2022	DFT0007897	Bank Draft Reversal	PULICE CONSTRUCTION INC Reversal	4,085,602.35
11/15/2022	DFT0008012	Bank Draft	PULICE CONSTRUCTION INC	-4,085,602.35
11/23/2022	DFT0007907	Bank Draft	L&G ENGINEERING	-16,700.90
11/30/2022	DEPR0000111	Deposit Reversal	TO REFLECT REDUCTION TO INVESTMENT FC	-100,474.37
12/01/2022	DFT0007903	Bank Draft	SENDERO ACQUISITIONS	-700.00
12/02/2022	DFT0007908	Bank Draft	B2Z ENGINEERING LLC	-32,666.15
12/02/2022	DFT0007909	Bank Draft	B2Z ENGINEERING LLC	-499.06
12/05/2022	DFT0007904	Bank Draft	ESCOBEDO & CARDENAS, LLP	-4,502.50
12/05/2022	DFT0007905	Bank Draft	BLANTON & ASSOCIATES, INC.	-2,119.61
12/05/2022	DFT0007906	Bank Draft	ATLAS TECHNICAL CONSULTANTS LLC	-870.87
12/05/2022	DFT0007910	Bank Draft	TERRACON CONSULTANTS, INC	-4,372.60
12/05/2022	DFT0007911	Bank Draft	HDR	-5,791.73
12/05/2022	DFT0007912	Bank Draft	HDR	-56,081.21

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/05/2022	DFT0007913	Bank Draft	HDR	-16,200.91
12/05/2022	DFT0007916	Bank Draft	PULICE CONSTRUCTION INC	-613,285.06
12/31/2022	EFT0002160	EFT	FUND 44 JEs RMA DEC	-533,363.76
12/31/2022	DEPR0000114	Bank Draft Reversal	TO REVERSE ENTRY RMA	100,474.37
01/31/2023	EFT0002467	EFT	TO REFLECT REDUCTION TO INVESTMENT AC	-1,118,907.63
01/31/2023	INT0001696	Interest	TO RECORD INTEREST JAN	6,623.83
			Total Cleared Other (23)	-6,508,038.60



Pharr, TX

Balance Sheet
Account Summary
As Of 01/31/2023

Account	Name	Balance
Fund: 45 - HCRMA - CAP.PROJECTS FUND		
Assets		
45-1-1102-000	Pool Investment	29,197,708.63
45-1-1201-000	A/R OTHER	0.30
	Total Assets:	29,197,708.93
		<u>29,197,708.93</u>
Liability		
45-2-1212-000	Accounts Payable	4,436.76
	Total Liability:	4,436.76
Equity		
45-3-1400-000	Fund Balance	36,765,621.39
	Total Beginning Equity:	36,765,621.39
Total Revenue		-7,568,072.72
Total Expense		4,276.50
Revenues Over/Under Expenses		-7,572,349.22
	Total Equity and Current Surplus (Deficit):	29,193,272.17
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>29,197,708.93</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	94,283.07	94,283.07	-94,283.07
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	-7,662,355.79	-7,662,355.79	7,662,355.79
	Revenue Total:	0.00	0.00	-7,568,072.72	-7,568,072.72	7,568,072.72
Expense						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	4,436.50	4,436.50	-4,436.50
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	-160.00	-160.00	160.00
	Expense Total:	0.00	0.00	4,276.50	4,276.50	-4,276.50
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):						
	Total Surplus (Deficit):	0.00	0.00	-7,572,349.22	-7,572,349.22	-7,572,349.22



Pharr, TX

Bank Statement Register

Pool Investment

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

Packet: BRPKT03073

Aug 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	26,082,762.58	Account Balance	29,197,548.63
Plus Debits	3,119,382.51	Less Outstanding Debits	0.00
Less Credits	4,596.46	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	29,197,548.63	Adjusted Account Balance	29,197,548.63
Statement Ending Balance		29,197,548.63	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

Cleared Other

Item Date	Reference	Item Type	Description	Amount
12/06/2022	DFT0008445	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-160.00
01/10/2023	DFT0008446	Bank Draft	HDR	-4,436.46
01/31/2023	INT0001697	Interest	TO RECORD POOL INVESTMENTS JAN	4,604.21
01/31/2023	INT0001698	Interest	TO RECORD POOL INVESTMENTS JAN	3,020,495.23
01/31/2023	INT0001699	Interest	TO RECORD POOL INVESTMENTS JAN	94,283.07
			Total Cleared Other (5)	3,114,786.05



Pharr, TX

Balance Sheet
Account Summary
As Of 01/31/2023

Account	Name	Balance
Fund: 46 - HCRMA- VRF SERIES 2020A		
Assets		
46-1-1102-000	INVESTMENTS	3,064,840.78
	Total Assets:	<u>3,064,840.78</u>
Liability		
	Total Liability:	0.00
Equity		
46-3-3400-000	FUND BALANCE	3,053,035.69
	Total Beginning Equity:	<u>3,053,035.69</u>
Total Revenue		11,805.09
Total Expense		0.00
Revenues Over/Under Expenses		<u>11,805.09</u>
	Total Equity and Current Surplus (Deficit):	3,064,840.78
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>3,064,840.78</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A						
Revenue						
<u>46-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	11,805.09	11,805.09	-11,805.09
	Revenue Total:	0.00	0.00	11,805.09	11,805.09	-11,805.09
	Fund: 46 - HCRMA- VRF SERIES 2020A Total:	0.00	0.00	11,805.09	11,805.09	
	Total Surplus (Deficit):	0.00	0.00	11,805.09	11,805.09	



Pharr, TX

Bank Statement Register

INVESTMENTS

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

Packet: BRPKT03074

Jan 4/24/2023

Bank Statement		General Ledger	
Beginning Balance	3,053,035.69	Account Balance	3,064,840.78
Plus Debits	11,805.09	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,064,840.78	Adjusted Account Balance	3,064,840.78
		Statement Ending Balance	3,064,840.78
		Bank Difference	0.00
		General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2023	INT0001700	Interest	TO RECORD INTEREST JAN	11,805.09
Total Cleared Other (1)				11,805.09

Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2D
4/18/2023
4/25/2023

1. Agenda Item: APPROVAL OF QUARTERLY INVESTMENT REPORTS FOR THE PERIOD ENDING MARCH 31, 2023.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of the quarterly investment reports for the period ending March 31, 2023.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Public Funds Investment Act Section 2256.
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Motion to approve the Quarterly Investment Reports for the period ending March 31, 2023 as presented.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2D
04/24/23
04/25/23

1. Agenda Item: APPROVAL OF QUARTERLY INVESTMENT REPORTS FOR THE PERIOD ENDING MARCH 31, 2023.

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of the quarterly investment reports for the period ending March 31, 2023.

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

4. Budgeted: Yes No X N/A
5. Staff Recommendation: Motion to approve the Quarterly Investment Reports for the period ending March 31, 2023, as presented.

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



Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice Chairman
Ezequiel Reyna, Jr., Secretary/Treasurer
Julio C. Cerdá, P.E., Director
Juan Carlos Del Ángel, Director
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director

April 25, 2023

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

From: Pilar Rodriguez, Executive Director/Investment Officer
Ascencion Alonzo, Chief Financial Officer/Investment Officer

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

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

This quarter investment disbursements totaled \$4,461,167 issued for following: project activities-\$4,461,167. Other sources included internal transfers-in totaling \$300,000, contributions (TxDOT Grant) totaling \$12,475,727, and interest earned was \$1,586,921.

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

STATEMENT OF COMPLIANCE

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

Presented by RMA Investment Officers:

Pilar Rodriguez, Investment Officer

Ascencion Alonzo, Investment Officer

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

	Local Govt. Investment Pool	Government Securities	Total
COST			
Beginning Balance	\$ 4,904,506	\$ 174,813,417	\$ 179,717,923
Additions:			
Interfund Transfers-in	300,000	-	300,000
Contributions	-	12,475,727	12,475,727
Investment earnings-LOGIC	57,240	* 926,948	984,188
Investment earnings-Wilmington Trust	-	602,733	602,733
Deductions:			
Interfund Transfers-out	-	-	-
Disbursements	-	(4,461,167)	(4,461,167)
Ending Balance	<u>\$ 5,261,746</u>	<u>\$ 184,357,658</u>	<u>\$ 189,619,404</u>
MARKET VALUE			
Beginning Balance	<u>\$ 4,904,016</u>	<u>\$ 174,813,417</u>	<u>\$ 179,717,433</u>
Ending Balance	<u>\$ 5,260,199</u>	<u>\$ 184,357,658</u>	<u>\$ 189,617,857</u>

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

Weighted Average Maturity- Logic/Gov. Sec.	25	30
Logic/Gov Sec. Weighted Average Yield	4.70%	4.17%

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

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Transfers/ Contributions	Interfund Disbursements	Ending Cost	Market Value
Local Govt. Investment Pool:							
Debt Service Jr. Lien: #7731494002	\$ 3,887,115	\$ -	\$ 2	\$ -	\$ -	\$ 178	\$ 178
Contingency: #2731494001	1,017,215	-	11,838	-	-	1,029,052	1,028,750
Road Maintenance: #2731494002	<u><u>\$ 4,904,506</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 57,240</u></u>	<u><u>\$ 300,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 5,261,746</u></u>	<u><u>\$ 5,260,199</u></u>
Total Local Govt. Investment Pool	<u><u>\$ 4,904,506</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 57,240</u></u>	<u><u>\$ 300,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 5,261,746</u></u>	<u><u>\$ 5,260,199</u></u>
Government Securities:							
(Federated Govt Obligations):							
Project Account: #1432555-000	\$ 3,053,036	\$ - * \$ 35,529	\$ -	\$ -	\$ 3,088,564	\$ 3,088,564	
Disbursement Account: #106912-006 & #7731494008	26,082,763	57,431 * 283,755	11,484,201	(26,505)	37,881,645	37,881,645	
Debt Service Fund 2020: #1432555-001	225,506	2,768	-	617,463	-	845,738	845,738
Debt Service Fund: #106912-001	136,407	1,675	-	374,063	-	512,145	512,145
Debt Service Account #154037-001	7,463,310	70,709	-	-	-	7,534,019	7,534,019
DSRF Account #154037-002 & #7731494006	12,328,271	- * 143,395	-	-	-	12,471,666	12,471,666
Debt Service Account #154038-001	1,139,630	10,771	-	-	-	1,150,400	1,150,400
DSRF Account #154038-002 & #7731494005	5,560,121	- * 64,672	-	-	-	5,624,793	5,624,793
Project Account #154037-006 & #7731494009	109,983,640	455,510 * 311,416	-	(3,090,919)	107,659,647	107,659,647	
Project Account #154038-003 & #7731494010	1,930,204	- * 12,528	-	(1,343,743)	598,989	598,989	
Debt Service Account #154038-000	406,292	3,868	-	-	410,160	410,160	
General FD #154037-003 & #7731494007	6,504,237	- * 75,653	-	-	6,579,891	6,579,891	
Total Government Securities	<u><u>\$ 174,813,417</u></u>	<u><u>\$ 602,733</u></u>	<u><u>\$ 926,948</u></u>	<u><u>\$ 12,475,727</u></u>	<u><u>\$ (4,461,167)</u></u>	<u><u>\$ 184,357,658</u></u>	<u><u>\$ 184,357,658</u></u>
Combined Totals	<u><u>\$ 179,717,923</u></u>	<u><u>\$ 602,733</u></u>	<u><u>\$ 984,188</u></u>	<u><u>\$ 12,775,727</u></u>	<u><u>\$ (4,461,167)</u></u>	<u><u>\$ 189,619,403</u></u>	<u><u>\$ 189,617,856</u></u>

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

Wilmington Trust Investments Detail Activity
Quarter Ending March 31, 2023

HIDALGO CO RMA DEBT SERVICE FD #106912-001

Debt Svc.:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	136,407	195	-	-	124,688	-
February	261,290	560	-	-	124,688	-
March	386,537	920	-	-	124,688	-
		1,675	-	-	374,063	-

HIDALGO CO RMA 2020 DS FUND #143255-001

Debt Svc.:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	225,506	324	-	-	205,821	-
February	431,651	925	-	-	205,821	-
March	638,397	1,520	-	-	205,821	-
		2,768	-	-	617,463	-

CONTINGENCY ACCOUNT-LOGIC #2731494001

Debt Svc-SIB:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	3,887,115	-	15,030	-	-	3,902,145
February	3,902,145	-	14,185	-	-	3,916,330
March	3,916,330	-	16,185	-	300,000	-
		-	45,400	-	300,000	-

DEBT SERVICE ACCOUNT-LOGIC #7731494002

Debt Svc-SIB:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	176	-	1	-	-	-
February	177	-	1	-	-	-
March	178	-	1	-	-	-
		-	2	-	-	-

ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002

Debt Svc-SIB:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	1,017,215	-	3,933	-	-	1,021,148
February	1,021,148	-	3,712	-	-	1,024,860
March	1,024,860	-	4,192	-	-	1,029,052
		-	11,838	-	-	-

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

Project:	Opening balance:	Income				Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	
January	3,053,036	-	11,805	-	-	-
February	3,064,841	-	11,141	-	-	-
March	3,075,982	-	12,582	-	-	-
		-	35,529	-	-	-

* 35,529

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

Disbursement:	Opening balance:	Income					Ending Balance
		Wilmington	LOGIC	Contributions	Interfund Transfers	Disbursements	
January	26,082,763	4,604	94,283	3,020,495	-	(4,596)	29,197,549
February	29,197,549	15,008	88,981	7,662,356	-	-	36,963,894
March	36,963,894	37,818	100,492	801,350	-	(21,908)	37,881,645
		<u>57,431</u> *	<u>283,755</u>	<u>11,484,201</u>	-	<u>(26,505)</u>	

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

DS Account:	Opening balance:	Income					Ending Balance
		Wilmington	LOGIC	Contributions	Interfund Transfers	Disbursements	
January	7,463,310	22,801	-	-	-	-	7,486,111
February	7,486,111	24,425	-	-	-	-	7,510,536
March	7,510,536	23,483	-	-	-	-	7,534,019
		<u>70,709</u>	-	-	-	-	

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

DSRF Account:	Opening balance:	Income					Ending Balance
		Wilmington	LOGIC	Contributions	Interfund Transfers	Disbursements	
January	12,328,271	0	47,646	0	0	0	12,375,916
February	12,375,916	0	44,966	0	0	0	12,420,883
March	12,420,883	0	50,783	0	0	0	12,471,666
		<u>0</u> *	<u>143,395</u>	<u>0</u>	<u>0</u>	<u>0</u>	

HCRMA JR LIEN 2022B DS ACCT #154038-001

DS Account:	Opening balance:	Income					Ending Balance
		Wilmington	LOGIC	Contributions	Interfund Transfers	Disbursements	
January	1,139,630	3,489	-	-	-	-	1,143,119
February	1,143,119	3,712	-	-	-	-	1,146,831
March	1,146,831	3,569	-	-	-	-	1,150,400
		<u>10,771</u>	-	-	-	-	

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

DSRF Account:	Opening balance:	Income					Ending Balance
		Wilmington	LOGIC	Contributions	Interfund Transfers	Disbursements	
January	5,560,121	-	21,488	-	-	-	5,581,610
February	5,581,610	-	20,280	-	-	-	5,601,890
March	5,601,890	-	22,903	-	-	-	5,624,793
		<u>-</u> *	<u>64,672</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington	LOGIC	Contributions	Interfund Transfers	Disbursements	
January	109,983,640	92,321	105,036	-	-	-	110,180,998
February	110,180,998	115,448	99,136	-	-	-	110,395,582
March	110,395,582	247,742	107,243	-	-	(3,090,919)	107,659,647
		<u>455,510</u> *	<u>311,416</u>	<u>-</u>	<u>-</u>	<u>(3,090,919)</u>	

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

Project Account:	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	1,930,204	-	6,624	-	-	(1,118,908)	817,921
February	817,921	-	2,973	-	-	-	820,894
March	820,894	<u>-</u>	<u>2,931</u>	<u>-</u>	<u>-</u>	<u>(224,836)</u>	<u>598,989</u>
		<u>-</u> *	<u>12,528</u>	<u>-</u>	<u>-</u>	<u>(1,343,743)</u>	
		<u><u>3.868</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

HCRMA JR LIEN REV BDS 2022B #154038-000

Rev Bds 2022B	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	406,292	1,253	-	-	-	-	407,545
February	407,545	1,333	-	-	-	-	408,878
March	408,878	1,282	-	-	-	-	410,160
		<u>3.868</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

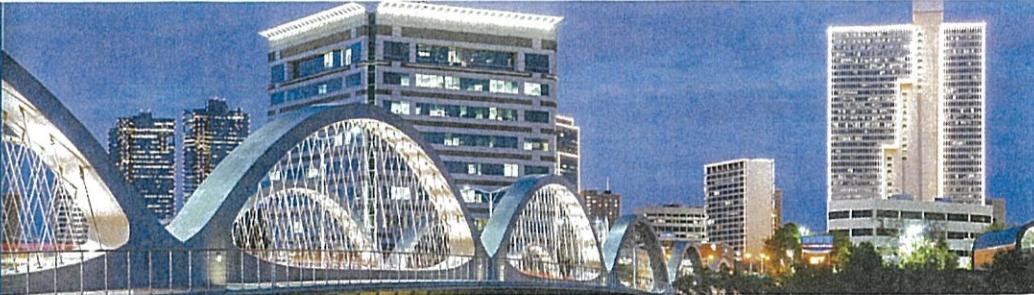
HCRMA SR LIEN 2022A GENERAL FD #154037-003 & LOGIC #7731494007

General FD Account	Opening balance:	Income					Ending Balance
		Wilmington Interest	LOGIC Interest	Contributions	Interfund Transfers	Disbursements	
January	6,504,237	-	25,137	-	-	-	6,529,375
February	6,529,375	-	23,724	-	-	-	6,553,098
March	6,553,098	<u>-</u>	<u>26,793</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,579,891</u>
		<u>-</u> *	<u>75,653</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
		<u><u>3.868</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

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



LOGIC
MONTHLY
NEWSLETTER
MARCH
2023



PERFORMANCE

As of March 31, 2023

Current Invested Balance	\$10,512,348,285.80
Weighted Average Maturity (1)	33 Days
Weighted Average Life (2)	58 Days
Net Asset Value	0.999706
Total Number of Participants	668
Management Fee on Invested Balance	0.0975%
Interest Distributed	\$44,069,488.42
Management Fee Collected	\$874,554.46
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

March Averages

Average Invested Balance	\$10,560,026,755.62
Average Monthly Yield, on a simple basis	4.8163%
Average Weighted Maturity (1)	28 Days
Average Weighted Life (2)	54 Days

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

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

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

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

NEW PARTICIPANTS

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

* City of Mineola

HOLIDAY REMINDER

In observance of Good Friday, **LOGIC will be closed Friday, April 7, 2023**. All ACH transactions initiated on Thursday, April 6th will settle on Monday, April 10th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all LOGIC participants. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

Market review

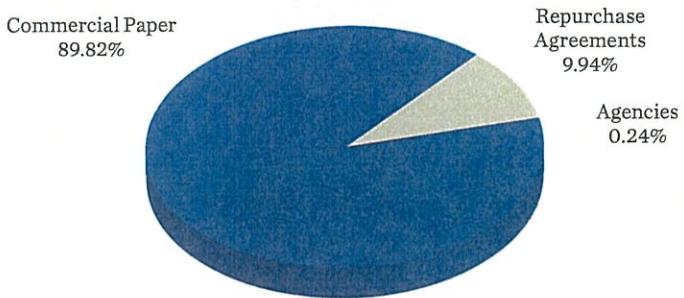
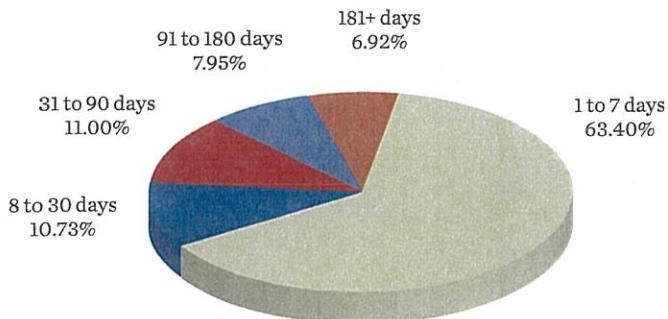
In the early months of 2023, we saw stronger-than-expected economic data, a leveling off in disinflation and signs of cooling wage growth. In recent weeks, financial distress in the U.S. regional bank sector rattled markets and exposed the vulnerabilities of an economy facing a rapid rise in interest rates after a very long period of easy policy. Consequently, credit conditions, which had already tightened due to Federal Reserve (Fed) policy, are expected to tighten further and could drag on economic activity, hiring and inflation. While the government responded swiftly to the bank fears, the Fed stopped short of pausing its monetary tightening campaign with a March rate hike and maintained its focus on bringing inflation down. It is at the point where economic conditions are tight, when a company's vulnerabilities come to light. This was particularly evident for Silicon Valley Bank (SVB), Signature Bank (SBNY), and Credit Suisse (CS). It is important to note that SVB, SBNY and CS were unique situations. Three problems led to the failures of SVB and SBNY. The first issue was a narrow depositor base, concentrated in troubled industries (startups and crypto), with a very large percentage of uninsured deposits. The second issue was an asset base that was particularly vulnerable to increases in interest rates. Third, was the Fed's sharp switch from years of negative real rates and quantitative easing to higher rates and quantitative tightening. Joint action by the Department of the Treasury, the Fed, and the Federal Deposit Insurance Corporation (FDIC), reimbursing all deposits at SVB and Signature Bank, not just insured deposits, and establishing a fund to support other banks with asset problems appeared to help calm the situation.

CS, a global systemically important bank (GSIB) became another casualty in the fallout from the SVB and SBNY collapse. The bank's largest shareholder, Saudi National Bank, said it wouldn't be willing to provide the company additional financing because of exposure limits.

(continued page 4)

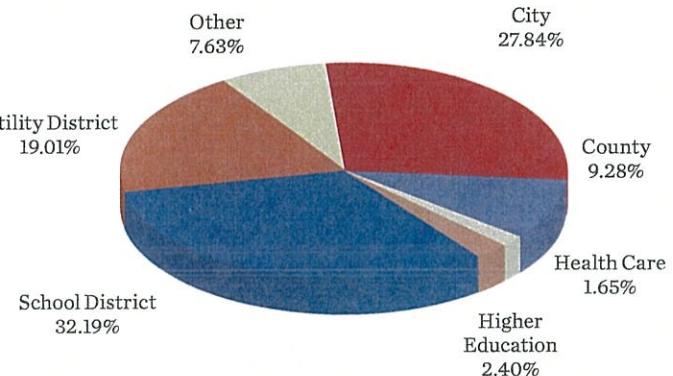
INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF MARCH 31, 2023



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF MARCH 31, 2023

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



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

HISTORICAL PROGRAM INFORMATION

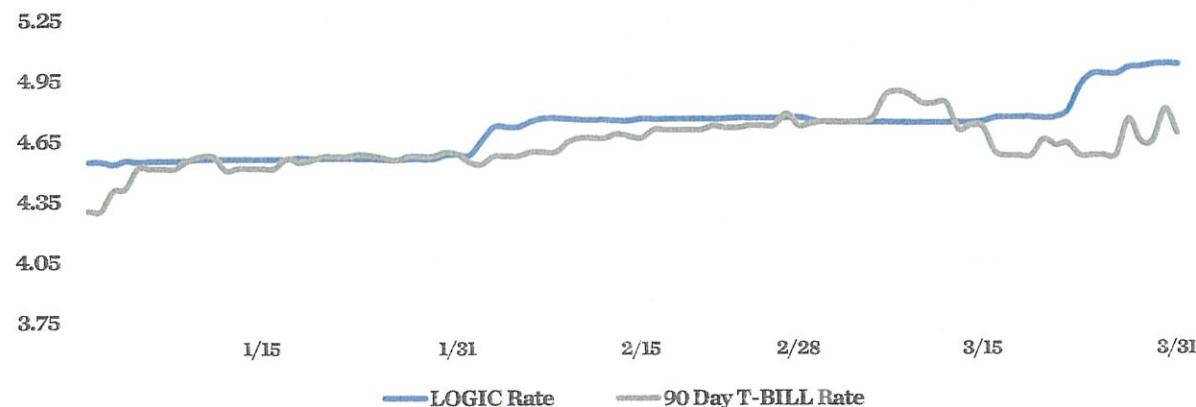
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Mar 23	4.8163%	\$10,512,348,285.80	\$10,511,021,861.94	0.999706	28	54	668
Feb 23	4.7387%	10,538,772,564.95	10,539,885,630.32	1.000105	28	53	667
Jan 23	4.5538%	10,833,655,695.67	10,835,509,806.87	1.000171	18	52	660
Dec 22	4.3336%	9,528,526,006.65	9,528,907,852.14	0.999900	17	65	658
Nov 22	3.9291%	8,345,214,441.03	8,343,638,663.51	0.999811	18	74	655
Oct 22	3.1167%	8,083,887,078.79	8,080,398,646.01	0.999568	12	71	654
Sep 22	2.4756%	7,796,189,315.81	7,794,620,983.90	0.999709	19	63	654
Aug 22	2.1619%	7,856,146,571.21	7,854,354,137.26	0.999771	28	59	651
Jul 22	1.6538%	8,478,127,695.25	8,471,948,105.91	0.999271	32	60	650
Jun 22	1.1797%	8,721,672,395.06	8,716,103,357.27	0.999361	32	64	648
May 22	0.8113%	8,685,166,124.58	8,681,625,164.77	0.999592	33	71	646
Apr 22	0.4195%	8,897,334,914.79	8,892,557,915.08	0.999453	32	78	642

PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2023

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 732.30	\$ 732.30
Accrual of Interest Income	11,681,631.18	11,681,631.18
Interest and Management Fees Payable	(44,056,103.17)	(44,056,103.17)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,047,720,999.90	1,047,720,999.90
Commercial Paper	9,472,099,567.32	9,470,763,063.73
Government Securities	24,901,458.27	24,911,538.00
TOTAL	\$ 10,512,348,285.80	\$ 10,511,021,861.94

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

LOGIC VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR MARCH 2023

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
3/1/2023	4.7474%	0.000130066	\$10,523,350,953.95	1.000100	28	53
3/2/2023	4.7373%	0.000129790	\$10,546,197,330.54	1.000089	28	54
3/3/2023	4.7363%	0.000129762	\$10,576,904,497.93	0.999934	27	53
3/4/2023	4.7363%	0.000129762	\$10,576,904,497.93	0.999934	27	53
3/5/2023	4.7363%	0.000129762	\$10,576,904,497.93	0.999934	27	53
3/6/2023	4.7353%	0.000129734	\$10,593,391,128.53	1.000085	27	52
3/7/2023	4.7358%	0.000129748	\$10,602,424,060.92	1.000028	27	53
3/8/2023	4.7339%	0.000129697	\$10,559,255,789.58	0.999977	27	53
3/9/2023	4.7330%	0.000129671	\$10,518,121,447.88	0.999961	26	53
3/10/2023	4.7327%	0.000129664	\$10,564,322,413.69	0.999855	25	51
3/11/2023	4.7327%	0.000129664	\$10,564,322,413.69	0.999855	25	51
3/12/2023	4.7327%	0.000129664	\$10,564,322,413.69	0.999855	25	51
3/13/2023	4.7351%	0.000129728	\$10,539,299,637.43	1.000222	25	51
3/14/2023	4.7346%	0.000129715	\$10,602,737,471.21	1.000294	25	50
3/15/2023	4.7399%	0.000129860	\$10,524,583,567.36	1.000327	27	51
3/16/2023	4.7580%	0.000130356	\$10,552,274,489.21	1.000202	27	52
3/17/2023	4.7605%	0.000130424	\$10,574,492,070.93	0.999999	27	52
3/18/2023	4.7605%	0.000130424	\$10,574,492,070.93	0.999999	27	52
3/19/2023	4.7605%	0.000130424	\$10,574,492,070.93	0.999999	27	52
3/20/2023	4.7553%	0.000130281	\$10,587,391,320.17	1.000204	27	51
3/21/2023	4.7610%	0.000130439	\$10,623,584,043.88	1.000051	28	52
3/22/2023	4.7927%	0.000131307	\$10,615,415,415.52	0.999927	31	55
3/23/2023	4.9158%	0.000134680	\$10,545,492,178.14	0.999960	32	59
3/24/2023	4.9738%	0.000136268	\$10,537,098,130.83	0.999891	32	57
3/25/2023	4.9738%	0.000136268	\$10,537,098,130.83	0.999891	32	57
3/26/2023	4.9738%	0.000136268	\$10,537,098,130.83	0.999891	32	57
3/27/2023	5.0049%	0.000137121	\$10,537,486,661.44	0.999949	33	59
3/28/2023	5.0092%	0.000137238	\$10,567,572,061.23	0.999911	33	59
3/29/2023	5.0208%	0.000137556	\$10,527,442,869.59	0.999903	33	58
3/30/2023	5.0238%	0.000137637	\$10,524,009,371.68	0.999891	33	58
3/31/2023	5.0215%	0.000137575	\$10,512,348,285.80	0.999706	33	58
Average	4.8163%	0.000131953	\$10,560,026,755.62		28	54



ECONOMIC COMMENTARY (cont.)

The issues with CS were not new. However, because the markets were already jittery, this became the catalyst for a renewed deterioration in market confidence given CS's complex and lengthy restructuring plan. The repercussions soon blanketed the broader market universe and reignited contagion worries. Initially, the Swiss National Bank (SNB) extended \$55 billion in liquidity support to CS, which underscored the distinction between the challenges facing US regional banks and European GSIBs. In the end, UBS Group AG agreed to buy CS in a government-brokered deal aimed at containing a crisis of confidence that threatened to spread across global financial markets. Ultimately, the banking failures of these three institutions were idiosyncratic events due to poor risk management.

Meanwhile, inflation was still the prime focus of the Fed. Since its peak in June 2022, inflation has shown signs of cooling, although the road to the Fed's 2% target has been bumpier than originally anticipated. February's Consumer Price Index (CPI) report came largely in line with expectations with headline CPI rising 0.4% month-over-month (m/m) and 6% year-over-year (y/y), marking the eighth consecutive monthly decline in the y/y measure. Core CPI (ex-food and energy) rose by 0.5% m/m, and 5.5% y/y. The lagged effect of shelter inflation, which accounts for a little over a third of CPI, continued to be the primary contributor to elevated inflation, at 0.8% m/m. The headline and core Personal Consumption Expenditures (PCE) Price Index both rose 0.3% m/m, a deceleration from prior month. Year-over-year headline PCE cooled, declining from 5.4% to 5.0%. Furthermore, personal income came in slightly above expectations at 0.3%, but at a decelerated rate from prior month. Real personal spending declined by 0.1%, down from the 1.1% increase we saw in January. The personal savings rate increased to 4.6% in February, up from the 4.4% we saw in January, pointing to a slowdown in consumption.

The February Jobs report highlighted solid gains in payroll employment, but other details were softer than expected. Nonfarm payroll employment rose by 311K, well above consensus estimates of 223K. However, gains for the prior two months were revised down by 34K, and the unemployment rate rose above consensus to 3.6%. The labor market continued to prove its resilience. However, there were also clearer signs that wage data is moderating. Average hourly earnings were below consensus, rising by 0.2% m/m and 4.6% y/y. Overall, the report suggested that the labor market is starting to feel the pressure of tighter policy and provided little evidence that a tight labor market will disrupt the downtrend in consumer inflation.

In a highly anticipated policy decision, the Federal Open Market Committee (FOMC) voted unanimously to raise the federal funds rate by 0.25% to a target range of 4.75%-5.00%. The statement language and press conference were somewhat dovish, acknowledging the potential implications of banking turmoil on the economic outlook but also the need for further progress on inflation. The Fed notably downshifted the phrase "ongoing increases in the target range will be appropriate" to "some additional policy firming may be appropriate," signaling a near end to tightening. At the press conference, Chairman Powell kicked off by addressing banks and affirmed that the overall "banking system is sound and resilient." In the Summary of Economic projections (SEP), the "dot plot" revealed an unchanged median expectation for the federal funds rate at 5.1% for year-end 2023, suggesting an additional 25 bp hike to come. Surprisingly, policymakers projected less easing next year, suggesting an expectation that policy will have to be tighter for longer to combat inflation. Updates to the Fed's economic projections reflected a more dovish picture of slower growth, lower unemployment and slightly higher inflation. Treasury yields fell across the curve during the month. In money markets, the three-month Treasury bill yield decreased by 6 bps to 4.75% and the six-month Treasury bill yield decreased by 26 bps to 4.88%. Longer Treasury yields plummeted, with the two-year yield dropping by 79 bps to 4.03% and the three-year yield dropping by 74 bps to 3.79%.

Outlook

Following recent events across the banking sector and the latest Fed rate hike, investors have materially reassessed their expectations for the future path of interest rates. Prior to recent concerns about the financial sector, the market expected that the Fed would continue to hike with the federal funds rate peaking at 5.5%. Markets are now teetering between the potential for another 25 bp hike or a pause at the May 3 FOMC meeting and anticipate rate cuts by year-end. The front end of the curve is particularly reactive to headline risks and has seen both a material repricing and a high level of volatility. We think that the outcome of the March FOMC meeting was designed to show the markets that the Fed has confidence in the banking system, and that it is willing to be flexible depending upon ongoing developments.



ECONOMIC COMMENTARY (cont.)

Bank lending (globally) is very likely to decline rapidly. Credit conditions were already tightening before the regional bank issue, and Chair Powell recognizes that a tightening in lending standards will slow GDP growth and weaken demand for labor, thus substituting for additional rate hikes. The volatility of the past couple of weeks supports our base case of a recession, as tight monetary policy has caused stress in the banking sector while inflation persists. The Fed is in a challenging spot as they need to strike a balance between financial stability and price stability. As a result, we think it is likely that they raise rates in May before pausing. The federal funds futures market is pricing in rate cuts beginning in June. While that may be a bit aggressive, the market is removing policy hikes in anticipation of weakening hard economic data.

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

LOGIC BOARD MEMBERS

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

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



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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>3A</u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>04/17/23</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>04/25/23</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: RESOLUTION 2023-14 – APPROVAL OF FISCAL YEAR 2022 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP for Fiscal Year 2022. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) Annual Reports to the Commission.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Motion to approve Resolution 2023-14 – Approval of Fiscal Year 2022 Financial Statement and Independent Auditors Report, as presented.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Development Engineer's Recommendation: Approved Disapproved X None
12. Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: April 17, 2023

Re: **Approval of Fiscal Year 2022 Financial Statement and Independent Auditors Report**

Background

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) requires annual reports to the Texas Transportation Commission, which includes audited financial statements of the Authority's books and records.

Goal

In order to comply with the Texas Administrative Code Requirement, the Board of Director must review and accept the Independent Auditor's Report.

A copy of the Financial Statement and Independent Auditor's Report prepared by Burton McCumber & Longoria is attached for your review and consideration.

Options

The Board of Directors could opt not to accept the Independent Auditor's Report.

Recommendation

Based on review by this office, approval of Resolution 2023-14 – Approval of the Fiscal Year 2022 Financial Statement and Independent Auditor's Report is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-14

APPROVAL OF FISCAL YEAR 2022 FINANCIAL STATEMENT AND INDEPENDENT
AUDITORS REPORT

THIS RESOLUTION is adopted this 25th day of April, 2023, 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 2022 fiscal year commenced on January 1, 2022 and ended on December 31, 2022; and

WHEREAS, the Board accepts the Fiscal Year 2022 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 2022 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

Passed and Approved as to be effective immediately this 25th day of April, 2023, 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:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT
FOR
FISCAL YEAR 2022

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Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3B
04/17/23
04/25/23

1. Agenda Item: RESOLUTION 2023-15 – APPROVAL OF 2022 ANNUAL COMPLIANCE REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Annual Compliance Report to the Texas Department for the Fiscal Year 2022.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Motion to approve Resolution 2023-15 – Approval of the 2022 Annual Compliance Report for the Hidalgo County Regional Mobility Authority as presented.
6. Program Manager's Recommendation: X Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: X Approved Disapproved None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Development Engineer's Recommendation: Approved Disapproved X None
12. Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda, Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: April 17, 2023
Re: **Approval of 2022 Compliance Report to the Texas Department of Transportation**

Background

The compliance report is required under the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended.

Goal

In order to comply with the Texas Administrative Code Requirement, the Board of Director must review and accept the Compliance Report.

A copy of the 2022 Compliance Report is attached for your review and consideration.

Options

The Board of Directors could opt not to accept the Compliance Report.

Recommendation

Based on review by this office, **approval of Resolution 2023-15 – Approval of 2022 Compliance Report for the Hidalgo County Regional Mobility Authority is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-15

RESOLUTION APPROVING 2022 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 25th day of April, 2023, 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 2022 fiscal year commences on January 1, 2022 and ended on December 31, 2022; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 2021;

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 2022, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to submit the 2022 annual compliance report to the Texas Department of Transportation.

Passed and Approved as to be effective immediately this 25th day of April, 2023, 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:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2022 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 2023 Operating & Capital Budget on December 13, 2022.
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 revenue 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 2022 financial statement and independent audit on April 25, 2023, 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 2022 financial statement and independent audit on April 25, 2023.
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.	

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Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u><input checked="" type="checkbox"/></u>	AGENDA ITEM	<u>3C</u>
PLANNING COMMITTEE	<u><input type="checkbox"/></u>	DATE SUBMITTED	<u>04/20/23</u>
FINANCE COMMITTEE	<u><input type="checkbox"/></u>	MEETING DATE	<u>04/25/23</u>
TECHNICAL COMMITTEE	<u><input type="checkbox"/></u>		

1. Agenda Item: **RESOLUTION 2023-22 – AWARD OF 365 TOLLWAY TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION AND MAINTENANCE CONTRACT**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and award of contract for the 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract with SICE.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
5. Staff Recommendation: **Motion to approve Resolution 2023-22 – Approval of the Award of the 365 Tollway Toll Collection Installation, Integration and Maintenance Contract to SICE.**
6. Program Manager's Recommendation: Approved Disapproved None
7. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: April 20, 2023
Re: **Resolution 2023-22 – Approval of the 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract with SICE**

Background

On March 14, 2023, the Board of Directors authorized staff to negotiate with SICE for the 365 Tollway Toll Collection Installation, Integration and Maintenance Contract. The Authority had solicited Request for Proposals for this service with five (5) qualified responses received.

Goal

The 365 Tollway Project is currently under construction and a toll collection system will be required to be installed and integrated prior to opening of the roadway.

Staff has completed negotiations with SICE for a contract for the toll collection system installation, integration and maintenance.

Recommendation

Based on review by this Office, Approval of Resolution 2023-22 – Approval of the 365 Tollway Toll Collection Installation, Integration and Maintenance Contract with SICE is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023 - 22

AWARD OF 365 TOLLWAY TOLL COLLECTION SYSTEM
INSTALLATION, INTEGRATION AND MAINTENANCE
CONTRACT

THIS RESOLUTION is adopted this 25th day of April, 2023 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 Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the “Project”); and

WHEREAS, the Authority issued a competitive, best value procurement, RFP 2022-02: Toll Collection System Installation, Integration, and Maintenance for the Project (the “RFP”); and

WHEREAS, the Authority received five qualified responses to the RFP;

WHEREAS, on March 14, 2023, the evaluation committee recommended SICE as the best value respondent and the Board authorized the Authority to enter into negotiations with SICE Inc.; and

WHEREAS, a contract has been negotiated with SICE Inc. for Toll Collection System Installation, Integration, and Maintenance for the Project (the “Contract”);

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

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

Section 2. The Board hereby awards the 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract to SICE Inc. and approves the Contract attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 25th day of April, 2023, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A
TSI Contract

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT

FOR TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION, AND MAINTENANCE

THIS TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION, AND MAINTENANCE AGREEMENT (the "Agreement") is made as of this _____ day of _____, 20____ (the "Effective Date"), by and between the Hidalgo County Regional Mobility Authority, a political subdivision of the State of Texas, operating within Hidalgo County, Texas ("Authority" or "HCRMA"), and SICE Inc. ("Toll System Integrator" or "TSI") with offices located at 3610 Willowbend Blvd., Houston, Texas 77054.

WHEREAS, the Authority is responsible for the development, design, construction and operation of the Authority toll road system; and

WHEREAS, the Authority issued a Request for Proposals (the "RFP") dated _____, 2022, which contains requirements for the design, procurement, installation, testing, and maintenance of a Toll Collection System (as defined below) on the Authority Lanes (collectively, the "Project"); and

WHEREAS, responses were received and evaluated based on the criteria set forth in the RFP; and

WHEREAS, the Authority Board of Directors has determined that the proposal submitted by the TSI and dated _____, 20____ (the "Proposal") best satisfies the objectives set forth in the RFP and offers the best value to the Authority; and

WHEREAS, the TSI understands and acknowledges that the Project consists of a complete Toll Collection System for the Authority toll system (collectively the "Toll Collection System"); and

WHEREAS, the Authority desires to purchase from the TSI and the TSI desires to design, procure, test, install, implement, and maintain the Toll Collection System for the Authority toll system;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Authority and the TSI hereby agree as follows:

ARTICLE 1. GENERAL

1.01 AGREEMENT TO PURCHASE

The TSI shall design, sell to the Authority, install, integrate, implement, test, and maintain, and the Authority shall purchase from the TSI, the Toll Collection System pursuant to the terms and conditions of this Agreement.

1.02 TERM OF AGREEMENT

Unless otherwise terminated pursuant to Section 5.08, the initial term of this Agreement shall commence on the Effective Date hereof, ending on the date occurring five years from the date “GO-LIVE” is issued, as described in the RFP. The Authority shall have two 2-year options to renew, followed by one 1-year option to renew, upon the same terms and conditions stated in the Agreement Documents. Which options shall be exercisable are at the sole discretion of the Authority. Any adjustments to the prices listed in Volume 11B - Price Proposal Form for the renewal period shall be adjusted pursuant to Section 3.06. Certain matters described in the Agreement Documents, including warranties and indemnifications by the TSI, shall exist beyond the Term of this Agreement.

1.03 AGREEMENT DOCUMENTS

This Agreement includes the documents attached to the RFP, including all exhibits and schedules, and all amendments (including Change Orders) added, all of which are incorporated herein by reference and are made a part hereof (together such documents are sometimes referred to herein as the “Agreement Documents”). For the avoidance of doubt, the term “Agreement” as used in this Toll System Installation, Integration and Maintenance Agreement document shall include:

- Volume 01 - Introduction
- Volume 02 - Project Description
- Volume 03 - General Provisions
- Volume 04 - Infrastructure
- Volume 05 - System Requirements
- Volume 06 - System Implementation Testing
- Volume 07 - Operations and Maintenance
- Volume 08 - Deliverables
- Volume 09 - Performance Requirements
- Volume 10 - Scoring Methodology
- Volume 11A - Pricing Sheet
- Volume 11B - Price Proposal Form
- Volume 12 - Technical Response Guide
- Volume 13 - Payment Bond
- Volume 14 - Performance Bond
- Volume 15 – Agreement (this document)
- Volume 16 - Glossary
- And any and all exhibits and schedules, and all amendments added, including any licenses
- Betterments or Clarifications based on the Proposal and the negotiation

1.04 PRIORITY

In the event of a conflict, the order of prevailing precedence (a)-highest order to (d)-lowest order of precedence) shall be as follows:

- (a) Any amendments to the Agreement Documents, which amendments are attached as Volumes to the Agreement.
- (b) The Agreement Documents.
- (c) TSI's Detailed Design Documents as approved by the Authority.
- (d) The TSI's Proposal, to the extent it meets or exceeds the requirements of the Agreement Documents. In other words, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the Agreement Documents or otherwise contains offers, statements, or terms more advantageous to the Authority, TSI's obligations under the Agreement Documents shall include compliance with all such statements, offers and terms contained in the Proposal.

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between Volume 04 and Volume 05), the Authority shall have the right, in its sole discretion, to determine which provision applies, unless a provision expressly states that it shall control.

1.05 AMENDMENTS TO AGREEMENT DOCUMENTS

Any changes and/or additions made to the Agreement Documents as a result of negotiations with the Authority shall be included as part of this Agreement and attached hereto as a Volume. No such changes shall be effective unless in writing and signed by both parties.

ARTICLE 2. TOLL COLLECTION SYSTEM IMPLEMENTATION

2.01 COMMENCEMENT OF WORK

The TSI shall proceed with Phase 1 Implementation, which consists generally of the products and services required for integration of the Toll Collection System as further described in Volume 02 - Project Description, upon the issuance of Notice to Proceed ("NTP") by the Authority. TSI shall furnish all labor, materials, equipment, tools, software, documentation, transportation, supplies, and all else necessary and incidental thereto to complete the Work.

2.02 INVOICING AND PAYMENT

The TSI has submitted a price proposal using Volume 11B - Price Proposal Form of the RFP. The following process shall apply to invoicing and payment:

(a) Milestone Payments

(1) Authority's payment of the Milestone Payments shall be made based upon the Milestone Payment structure set forth in Volume 02 - Project Description, Section 02-4 hereto. Within 60 days after the Authority's approval of a Milestone Price Draw Request, the Authority shall pay TSI the amount approved for payment in respect of such request.

(b) Delivery of Milestone Draw Request

(1) TSI may submit a Milestone Draw Request for Milestone Payments not more frequently than monthly. To request a Milestone Payment, TSI shall deliver to the Authority one hard original copy and one electronic copy of a Milestone Draw Request meeting all requirements specified herein except as otherwise approved in writing by the Authority. Each Milestone Draw Request shall be executed by a designated and authorized representative of TSI appointed by TSI to have such authority in accordance with this Agreement. TSI acknowledges that the Authority may obtain funding for portions of Phase 1 Implementation from the federal government, local agencies and other third parties, and TSI agrees to segregate Milestone Draw Requests for Phase 1 Implementation in a format reasonably requested by the Authority and with detail and information as reasonably requested by the Authority. A separate Milestone Draw Request shall be required for each Milestone. Each Milestone Draw Request shall be organized to account for applicable reimbursement requirements, including an allocation for any reimbursements with respect to applicable insurance and/or bonds, and to facilitate the reimbursement process.

(c) Contents of Milestone Draw Request

(1) Each Milestone Draw Request shall contain the following items:

- a) Milestone Draw Request cover sheet;
- b) Description of the status of all completed Milestones, as of the date of the Milestone Draw Request;
- c) Payments which are then due in accordance with the Milestone Payment structure, as of the date of the Milestone Draw Request;
- d) A monthly progress report(s) for the applicable Milestone as of the date of the Milestone Draw Request;
- e) Certification by the TSI that all Qualifying Events which are the subject of the Milestone Draw Request fully comply with the requirements of

the Agreement Documents subject to any exceptions identified in the certification;

- f) A report of the certified pay roles of the labor personnel hours for the applicable Milestone since the prior Milestone Draw Request;
- g) Milestone Draw Request data sheet(s) and supporting documents, as required by the Authority to support and substantiate the amount requested, including prior written approval of the Authority for Milestone Deliverables for each Milestone Payment included in the Milestone Draw Request, if any;
- h) DBE utilization report, if any, in a format reasonably satisfactory to the Authority for the applicable Milestone;
- i) An approved and updated Project Schedule for the applicable milestone; and
- j) Such other items as the Authority reasonably requests.

(2) In addition, no Milestone Draw Request shall be considered complete unless it:

- a) describes in detail the status of completion as it relates to the Project Schedule for the applicable Milestone;
- b) sets forth in detail the related payments which are then due in accordance with the Project Schedule for the applicable Milestone, as of the end of most recent prior Milestone Draw Request, including detailed itemization for any payments with respect to applicable insurance and/or bonds;
- c) in the case of amounts to be paid on a unit price basis, includes invoices, receipts or other evidence establishing the number of units delivered;
- d) in the case of amounts invoiced on a time and materials basis, includes all supporting documentation described in the Agreement Documents; and
- e) sets forth in detail the amounts paid to Sub-Contractors (including suppliers and sub-sub-Contractors) from the payments made by the Authority to the TSI with respect to the most recent prior Milestone Draw Request, including executed unconditional waivers of claims with respect to all amounts so paid.

(d) Milestone Draw Request Cover Sheet Contents

(1) The Milestone Draw Request cover sheet shall include the following:

- a) Milestone number and title;

- b) Request number (numbered consecutively starting with "1");
- c) Total amount earned to date for the applicable Milestone, as well as for the overall Project; and
- d) Authorized signature, title of signer, and date of signature.

(e) Partial Payments.

- (1) In the event all Qualifying Events for a particular Milestone are not achieved by the applicable Guaranteed Date, the TSI may submit an invoice for payment to the Authority, showing the approximate quantities of Work done and all permanent materials and equipment furnished but not incorporated in the Work, up to the date of such certificate, and the value of such materials and equipment as security for the fulfillment of this Agreement by the TSI until the completion of the particular Milestone. At the sole discretion of the Authority, the Authority may pay such invoice within 60 days to the TSI while carrying on the Work.
- (2) In the event the Authority, in good faith, disputes any invoiced amount, the Authority shall have the right to withhold or deduct payment of such disputed amount without incurring any interest; provided that the Authority has provided TSI with written notice of the amount in dispute and the reason for such withholding. No more than 15 days after TSI's receipt of such written notice of the amount and reason for the withholding or deducting of payment, the parties shall work together in good faith to settle the invoice dispute in accordance with this Agreement.

(f) Releases.

- (1) Appropriate final release forms and other required documentation shall be completed by the TSI and approved by the Authority. The acceptance by the TSI of payment of the final Milestone Payment (less any amounts of liquidated damages that may be imposed under this Agreement) shall operate as and be a release to the Authority and its agents from all Claims of or liability to the TSI for anything done or furnished or omitted to be done or furnished for or relating to Phase 1 Implementation, or any act or neglect of the Authority to the TSI or any Corporation or person arising from Phase 1 Implementation. Specifically, before final payment, the following shall be satisfied: (i) TSI and any subcontractors shall file affidavits certifying the amounts due and identity of any and all workmen owed wages due on account of Project work; and (ii) TSI shall execute and deliver the final invoice, including a full release of the Authority and its agents from any Claims or actions on this Agreement and certification by TSI that there are no outstanding liens or claims for work performed or materials supplied under this Agreement.
- (2) The Authority shall not be joined as a party to any lawsuit between TSI and any subcontractor, supplier or vendor, by reason of withholding or deducting funds under subsection (e) above and any party suing the Authority by reason of

holding said funds and any party suing the Authority in contravention of this provision shall be responsible and liable for attorneys' fees and legal costs incurred by the Authority in defending said claim. The Authority shall have the right to withhold from monies due to TSI an amount sufficient to completely the Authority against liability resulting from any claim against TSI.

(g) Phase 1 Retainage.

- (1) The Authority shall retain 10% of all Phase 1 payments to the TSI as the "retainage". The Authority shall withhold retainage for 30 days after final completion and acceptance of the Work.
- (2) If TSI holds retainage on subcontractor work, TSI shall pay such retainage on subcontractor work within 10 calendar days after satisfaction completion of the subcontractor's work.
- (3) The Authority shall have the right to retain, out of monies due, any amounts claimed by the Authority to be due to it from TSI, which retainage shall be in addition to any retainage set forth elsewhere.
- (4) No retainage shall apply during Phase 2 maintenance.

2.03 PHASE 1 IMPLEMENTATION LIQUIDATED DAMAGES

- (a) It is important that the Toll Collection System be delivered, installed, and placed into operation on the Project within the Guaranteed Date set forth for the "Go-Live (Open to Traffic/Tolling)" Milestone, as shown in Volume 02 - Project Description, Section 02-4.
- (b) Failure to meet the Guaranteed Date for the "Go-Live (Open to Traffic/Tolling)" Milestone shall result in liquidated damages being assessed by the Authority at a rate of \$16,500 per calendar day, unless specific time extensions (i) have been requested in writing by the TSI and approved in writing by Authority, at its sole discretion, (ii) have been initiated in writing by the Authority; or (iii) are the result of a contractor delay in the Project as acknowledged in writing by the Authority. Authority reserves the right to deduct the amount of liquidated damages from any funds due the TSI. If retained funds or other funds due the TSI are not sufficient to cover the liquidated damages, the TSI or Surety shall promptly pay the amount due. The TSI's maximum liability under this Section 2.03 (b) over the term of this Agreement shall be capped at 25% of the total amount set forth in Volume 11B - Price Proposal Form, Schedules A, B, and C.
- (c) The assessment to the TSI of liquidated damages shall represent the Authority's sole remedy and TSI's sole liability for consequences to the Authority derived from the TSI's failure to meet the Guaranteed Date for the "Go-Live (Open to Traffic/Tolling Milestone); however nothing contained in this section shall be construed as limiting the rights of Authority to additionally recover from the TSI any or all payments which become due to Authority for other reasons such as improper performance, failure to perform or breach of contract in any other respect of the entire Project, including, but not limited to, defective workmanship, equipment or materials. The

liquidated damages payable to the Authority under this Section 2.03 shall be included in the calculation of determining the amount of damages applicable against the Phase 1 Cap (as defined in Section 2.04(a) below).

2.04 PHASE 1 LIMITATION OF LIABILITY

(a) Phase 1 Cap

(1) Notwithstanding any other provision of the Agreement, TSI's total liability to the Authority and all liabilities arising out of or related to Phase 1 Implementation provided for in this Agreement and regardless of the legal theory, including breach of contract, negligence, strict liability, or statutory liability, (i) shall not, in the aggregate, exceed the total amount set forth in Volume 11B - Price Proposal Form, Schedules A, B, and C **multiplied by 1.5** (the "Phase 1 Cap"); provided, however that TSI shall not be protected by any liability cap, including the Phase 1 Cap, in the next instances:

- a) Any willful misconduct, fraud or deliberate act of wrongdoing or reckless disregard of applicable law by the TSI;
- b) Death or personal injury of any person or property damage or destruction claims arising as a result of any negligence or tortious conduct by TSI;
- c) Any abandonment of the performance of the Agreement by the TSI (other than as a consequence of any suspension or termination under this Agreement);
- d) Losses or liabilities to the extent (a) covered by the proceeds of insurance required to be obtained and maintained by the TSI pursuant to this Agreement, or (b) such losses or liabilities that would have been covered by proceeds of insurance but for a failure by the TSI to maintain the insurance policies required to be obtained and maintained by the TSI pursuant to this agreement (up to the amount of the required insurance and deductibles thereon); and/or
- e) Any fines or penalties payable by HCRMA under any statute, regulation or other applicable law resulting from a breach or violation of same by the TSI.

(b) This Section 2.04 shall survive termination of this Agreement for any reason.

(c) TSI shall not be liable for exemplary damages, punitive damages, incidental damages, lost profits, indirect damages, and consequential damages during Phase 1.

ARTICLE 3. TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

3.01 COMMENCEMENT OF WORK

The TSI shall proceed with Phase 2 Maintenance, which consists generally of the products and services required for maintenance of the Toll Collection System as further described in Volume 02 – Project Description, upon the issuance of "GO-LIVE" by the Authority. Commencement of Phase 2 Maintenance

as described herein entails conveyance of ownership to the Authority of the products and equipment furnished by TSI in Phase 1 Implementation, along with the transfer of the risk associated therewith and any applicable risk insurance, which shall be then borne by Authority.

3.02 FEES AND CHARGES

The Authority shall pay a monthly fee (the “Monthly Fee”) for Phase 2 Maintenance to be performed as set forth in the Maintenance Prices (the form of which is provided as Volume 11B – Price Proposal Form to the RFP). The Monthly Fee shall not be increased or decreased during the five (5) year term following issuance of “GO-LIVE” except for adjustment as a result of damages assessed or Change Orders.

3.03 PAYMENT TERMS

- (a) Within 10 days of the last day of each month, TSI shall deliver to the Authority one copy of a Maintenance Price Draw Request for the Monthly Fee meeting all requirements specified herein except as otherwise approved in writing by the Authority. Each Maintenance Price Draw Request shall be executed by a designated and authorized representative of TSI appointed by TSI to have such authority in accordance with this Agreement. TSI acknowledges that the Authority may obtain funding for portions of Phase 2 Maintenance from the federal government, local agencies and other third parties, and TSI agrees to segregate Maintenance Price Draw Requests for all such Work in a format reasonably requested by the Authority and with detail and information as reasonably requested by the Authority.
- (b) Each Maintenance Price Draw Request must contain the following items:
 - (1) Maintenance Price Draw Request cover sheet;
 - (2) Monthly Maintenance Report;
 - (3) Certifications in form acceptable to the Authority that Phase 2 Maintenance conforms to the Agreement Documents;
 - (4) A report of the certified pay roles of the labor personnel hours for the applicable Milestone since the prior Milestone Draw Request;
 - (5) Maintenance Price Draw Request data sheet(s), documents and summary that support and substantiate the Performance Measures have been met, including prior written approval of the Authority confirming the Performance Measures have been met; and
 - (6) Submitted and approved changes to the Phase 2 Maintenance if applicable.
- (c) Within 15 business days after the Authority’s receipt of a complete Maintenance Price Draw Request, the Authority will review the Maintenance Price Draw Request, as applicable, and all attachments and certificates thereto for conformity with the requirements of the Agreement Documents and shall notify TSI of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Maintenance Price Draw Request. Within 60 days after the Authority board’s approval of a

Maintenance Price Draw Request, the Authority shall pay TSI the amount approved for payment in respect of such request.

- (d) In the event the Authority, in good faith, disputes any invoiced amount, the Authority shall have the right to withhold or deduct payment of such disputed amount without incurring any interest provided that the Authority has provided the TSI with written notice of the amount in dispute and the reason, therefore. No greater than 30 days after TSI's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the invoice dispute. If the parties cannot agree on such dispute, such dispute will be handled in accordance with Section 5.11.
- (e) In the event the performance of Phase 2 Maintenance is not in conformity with the requirements specified in the Agreement Documents, the Monthly Fee due for the subsequent month in which the event occurred will be withheld without incurring any interest charges until such time as the TSI corrects or otherwise rectifies the nonconformity. The Authority reserves the right to withhold all or a portion of such Monthly Fee, depending on the severity of the problem. The Authority shall give notice and a full description of the problem to the TSI prior to withholding the payment. If the TSI does not agree with the Authority's decision to withhold such payments, such dispute will be handled in accordance with Section 5.11.

3.04 PHASE 2 MAINTENANCE LIQUIDATED DAMAGES

- (a) Notwithstanding anything to the contrary in this Section 3.04, if any Performance Measure or Required Service Level described in Volume 09, Performance Requirements fails to be met, then the TSI shall be liable to the Authority for liquidated damages for the Authority's economic loss as determined in same document. Phase 2 liquidated damages shall not, in the aggregate, exceed the then average Monthly Fee multiplied by 60 (or in a renewal period, the average Monthly Fee from the prior 12 months multiplied by 24) (the "Phase 2 Cap").
- (b) The parties acknowledge and agree that damages for such negligence on the part of the TSI will be difficult to determine and that the amounts specified in Volume 09 Performance Requirements have been agreed to by the parties as a reasonable estimate of the Authority's economic loss. The liquidated damages payable to the Authority under this Section 3.04 shall not be included in the calculation of determining the amount of damages applicable against the Phase 2 Cap (as defined in Section 3.05(a) below).
- (c) Liquidated damages described in this Section 3.04 shall not apply to TSI where Volume 9, Performance Requirements are met.

3.05 PHASE 2 LIMITATION OF LIABILITY

- (a) Phase 2 Cap
 - (1) Notwithstanding any other provision of the Agreement, TSI's total liability to the Authority and all liabilities arising out of or related to Phase 2 Maintenance provided for in this Agreement and regardless of the legal theory, including breach of contract, negligence, strict liability, or statutory liability, (i) shall not,

in the aggregate, exceed the then average Monthly Fee multiplied by 60 (or in a renewal period, the average Monthly Fee from the prior 12 months multiplied by 24) (the "Phase 2 Cap"); provided, however that TSI shall not be protected by any liability cap, including the Phase 2 Cap, for the same instances as stated in Section 2.04 of this Agreement.

- (b) This Section 3.05 shall survive termination of this Agreement for any reason.
- (c) Loss of Revenue. In case the performance of the services is not in conformance with Volume 9, Performance Requirements and HCRMA incurs a loss of revenue due to any action or inaction of the TSI (or any individual entity working on TSI's behalf), TSI shall be obligated to make payment to HCRMA of lost revenue. TSI shall not be liable for Loss of Revenue damages beyond the Phase 2 Cap.
- (d) TSI shall not be liable for exemplary damages, punitive damages, incidental damages, indirect damages, and consequential damages during Phase 2. For avoidance of doubt, Loss of Revenue as described in section 3.05 (c) shall not be considered a consequential damage.

3.06 RENEWAL PERIOD PRICE ADJUSTMENTS

- (a) The prices to be used for establishing pricing for any proposed renewal period described in Section 1.02 shall be based upon the pricing provided in Volume 11B - Price Proposal Form. Six months prior to issuance of a renewal period, Volume 11B - Price Proposal Form shall be adjusted to account for increases or decreases in the costs of labor and materials from the costs as of the Renewal Effective Date. These adjustments will be made as specified in this Section 3.06, regardless of the actual variations in cost of labor and materials for such items and shall be the TSI's sole and exclusive remedy for cost variations. TSI agrees that the economic price adjustments pursuant to this Section 3.06 shall be the sole basis for adjusting Volume 11B - Price Proposal Form for the renewal period to reflect inflation and/or market conditions. The TSI warrants that the prices contained in its Proposal do not include any contingency to cover anticipated increased costs of performance due to price inflation following the Effective Date.

- (1) Economic price adjustments shall be based on the following indices:
 - a) Labor amounts shall be adjusted in accordance with the Employment Cost Index (ECI) total compensation private industry all workers, Series ID CIU20100000000001, (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics.
 - b) Material amounts shall be adjusted in accordance with an index, which shall be a composite of the Electrical Machinery and Equipment Index (WPU 117) and the Metals and Metal Products Index (WPU 10), as published by the U.S. Bureau of Labor Statistics. The relative weights of those two indices in determining the composite index shall be calculated by the TSI as a result of the average distribution of material prices in the above two index categories, subject to approval by the Authority.

- (2) Prior to the renewal period, the economic price adjustment shall be applied to Volume 11B Price Proposal Form. TSI shall deliver to the Authority a statement showing the adjustment calculations, using a format approved by the Authority. The adjustment shall be calculated by individually multiplying the original Volume 11B - Price Proposal Form prices by a fraction, the numerator of which shall be the most recently published index as of the adjustment date and the denominator of which shall be the index for the month of the Effective Date.
- (3) In the event that any of the indices referenced in this Section 3.06 ceases to be published, or the method of calculating the index is materially altered, the Authority shall select another index to be used in place of the discontinued or altered index, or a method of adjusting the altered index. Any new index shall be comparable to the index which it replaces. Foreign (non-U.S.) indices and/or corrections. Foreign (non-US) indices and/or corrections for trading of currency shall not be eligible for use.

ARTICLE 4. CHANGE ORDERS AND CHANGE DIRECTIVES

4.01 AGREEMENT CHANGES

- (a) A Change Order shall be based upon agreement between the Authority and the TSI.
- (b) Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and the TSI shall proceed promptly therewith, unless otherwise provided in the Change Order.
- (c) If unit prices are stated in the Agreement Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of work will cause substantial inequity to the Authority or TSI, the applicable unit prices shall be equitably adjusted.

4.02 CHANGE ORDERS

- (a) A Change Order is a written instrument signed by the Authority and the TSI stating their agreement upon the following (or combination thereof):
 - (1) a change in Work, including but not limited to the Scope of Work;
 - (2) the amount of adjustment in Volume 11B - Price Proposal Form, if any;
 - (3) the extent of the adjustment in Guaranteed Date(s), if any; and/or
 - (4) to revise other terms and conditions of the Agreement Documents.
- (b) Methods used in determining adjustments to Volume 11B - Price Proposal Form may include those methods described under Change Directives.

(c) Proposed Change Order Letter

The Authority may at any time issue a Proposed Change Order letter (each, a "PCO Letter") to the TSI in the event of any desired change in the Work. The PCO Letter will state that it is issued under this Article 4 and will describe the Work in question and will state the basis for a proposed adjustment, if any, in the Tables. The Authority and the TSI will mutually determine and agree on the impact on the Guaranteed Date(s), if any, as a result of the change in the Work under the PCO Letter. The TSI shall proceed immediately as directed in the PCO Letter, pending the execution of a formal Change Order.

A PCO Letter signed by the TSI indicates the agreement of the TSI therewith, including adjustment in the Tables and Guaranteed Date(s) or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

ARTICLE 5. GENERAL PROVISIONS

5.01 TSI REPRESENTATIONS AND WARRANTIES

(a) TSI represents and warrants that it is a [] corporation in good standing and eligible to do business in the State of Texas with the full corporate authority to execute this Agreement by the person signing below. TSI further warrants that (i) the Work performed shall meet or exceed the defined levels of performance and reliability provided in the Agreement Documents; (ii) all Deliverables described in Volume 8 and the Agreement Documents shall be materially accurate and complete; (iii) TSI has the resources and expertise to successfully accomplish and provide the warranty and maintenance obligations provided for in Volume 7; (iv) TSI will use only new materials and equipment which are free of any known defect for performing the Work; and (v) TSI shall give Authority the benefit of any third party equipment warranty or guaranty for equipment provided under this Agreement. Further, if TSI or its subcontractor takes any action that violates any manufacturer's warranty or guaranty for equipment provided under this Agreement, TSI will at its option, either (1) provide replacement equipment at no cost to the Authority; or (2) reimburse the Authority for related actual failure and/or replacement costs of the equipment.

(b) TSI warrants that the Work performed under this Agreement shall meet or exceed the defined levels of performance and reliability provided in the Agreement Documents, shall be performed in a diligent, good, and workmanlike manner, with that degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature, and shall be free of defects. Further, TSI's professional services under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature. All Work performed on the Project shall conform with the requirements of the Agreement Documents, including Project schedules. For any breach by TSI of this warranty for which Authority has notice and gives notice to TSI, TSI shall promptly re-perform any Work that is not in compliance with this warranty without delay and at TSI's sole expense.

(c) If TSI's performance of Work on the Project or other actions of TSI cause damage to equipment, software, and/or any other part or portion of the Project, regardless of whether the performance of the Work is in accordance with the warranty provided by TSI, TSI shall be liable, at TSI's sole

expense, for either repair or replacement of the equipment, software, and/or other part or portion of the Project that was damaged by the performance of Work on Phase 2 Maintenance or other actions.

- (d) If the performance of Work performed on the Project or other actions is the cause of bodily injury, death, or damage to property owned by third parties, regardless of whether the performance of the Work is in accordance with the warranty provided by TSI, TSI shall be liable, at TSI's sole expense, and responsible for all Claims (as defined in Section 5.24 of this Agreement) related to such injuries, deaths, and/or damage (excluding the Authority's economic damages, except for lost profits) and TSI shall indemnify and hold harmless the Authority from and against such Claims, provided that the Authority complies with the provisions of Section 5.25(c) of this Agreement.
- (e) In the event TSI fails within 5 days to commence and within 30 days to repair, replace, reprogram, or re-perform, its obligations as provided herein with respect to any portion of the Authority's property that is subject to the Work, or fails to remedy and repair any and all damage as required herein with respect to the same, the Authority shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, and TSI shall promptly reimburse the Authority for all costs and expenses incurred by the Authority, consistent with the requirements of its Procurement Policy, in connection with such other person or entity performing such repair and/or remedial work. If the Authority is not promptly reimbursed, the Authority shall have the right to set off any such amounts against any payments due from the Authority to TSI.
- (f) If the Work performed by or on behalf of TSI under this Agreement causes damage to any of Authority's property that is not subject to the Work, the Authority shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, consistent with the requirements of its Procurement Policy, and TSI shall promptly reimburse the Authority for all costs and expenses incurred by the Authority in connection with such other person or entity performing such repair and/or remedial work. If the Authority is not promptly reimbursed, the Authority shall have the right to set off any such amounts against any payments due from the Authority to TSI pursuant to the provisions of Section 5.09 of this Agreement.
- (g) The warranties provided for in this Section do not apply:
 - (1) if the equipment is subject to material damage or misuse due to fault or negligence of the Authority or third parties that substantially impairs its integrity;
 - (2) to Force Majeure events, as defined in this Agreement;
 - (3) to damage caused by power sources or by peripheral equipment not supplied by TSI; or
 - (4) to the extent maintenance, modifications, or repairs are provided with respect to Phase 2 Maintenance by the Authority or third parties without TSI's prior written approval and such services cause damage or cause TSI to be unable to perform the services hereunder or to be able to perform the services only at additional costs to TSI which are not reimbursed by the Authority.

(h) TSI represents that the following are true statements and will remain true for the term of this Agreement, including any renewals; provided such statements remain to be required under State law:

- (1) **No Boycott of Israel Verification.** Pursuant to Section 2271.002, Texas Government, TSI hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable federal law, TSI agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. TSI understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with TSI and exists to make a profit.
- (2) **No Boycott of Certain Energy Companies.** Pursuant to Section 2274.002, Texas Government Code, TSI hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.
- (3) **No Discrimination Against Firearm and Ammunition Industries.** Pursuant to Section 2274.003, Texas Government Code, TSI hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.
- (4) **No Contracts with Certain Companies.** TSI and the person or persons executing the contract or contract amendment on behalf of TSI, or representing themselves as executing the contract or contract amendment on behalf of TSI (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>; <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.
- (5) **No Conflict of Interest.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest

with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Authority not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. TSI represents that it has no conflict of interest that would in any way interfere with its or its employee's performance of services for the Investor or which in any way conflicts with the interests of the Investor. TSI shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Investor's interests.

(6) **Nondiscrimination.** TSI, with regard to work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin.

5.02 GOVERNING LAW – CHOICE OF FORUM

The Agreement shall be governed and construed in accordance with Texas statutes without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the Agreement shall be Hidalgo County, Texas.

5.03 SECTION HEADINGS

Section Headings are included for section identification purposes only and are not to be considered Agreement terms.

5.04 NOTICE PROVISIONS

Notices under the Agreement Documents shall be in writing and

- (a) delivered personally,
- (b) sent by certified mail, return receipt requested,
- (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or
- (d) sent by email with a request of a read receipt of message and receipt confirmed by telephone.

Individuals designated by the TSI and the Authority:

(TSI)

Address: 3610 Willowbend Blvd, suite 1026
Attn: Salvador Castromil
Phone: (281) 605-9777
Email: scastromil@sice.com

Hidalgo County Regional Mobility (Authority)

Address: 203 W. Newcombe Ave.
Pharr, TX 78577
Attn: Mr. Pilar Rodriguez, P.E. Executive Director
Phone: 956.402.4762
Email: prodriguez@hcrma.net

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

Bracewell LLP

Address: 300 Convent St, Ste 2700
San Antonio, Texas 78205
Attn: Ms. Blakely L. Fernandez
Phone: 210.299.3410
Email: Blakely.Fernandez@bracewell.com

All communications to the Authority shall be clearly marked with the contract number to identify this Agreement.

5.05 ASSIGNMENT BY AUTHORITY

- (a) Neither party may assign its rights or delegate duties under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld, provided that the Authority shall have the right, without the TSI's consent, to assign all or any portion of its rights and delegate all or any portion of its duties under this Agreement to the Department of Transportation of the State of Texas ("TxDOT") as required under the Project Development Agreement between TxDOT and the Authority, or to any successor entity to the Authority or to some or all of the Authority's duties and responsibilities.
- (b) The TSI shall cooperate with and assist the Authority in connection with any transition of the maintenance of all or any portion of the Project as applicable to another maintenance provider. This cooperation and assistance shall include, but not be limited to, preparation of a detailed succession plan that shall be sufficient to assist the Authority and its new maintenance provider in accomplishing a non-disruptive transition of maintenance services for the Project. The Authority shall pay the TSI for its reasonable costs in connection with the preparation of such succession plan on a time and materials basis as set forth in Section 4.02.

5.06 NOTICES TO PROCEED

- (a) The TSI shall not begin any Work Phase until the Authority issues an NTP or "GO LIVE" for the particular Work Phase. Costs incurred by the TSI before an NTP/GO LIVE is issued are not eligible for reimbursement.

(b) NTPs are issued at the discretion of the Authority. While it is the Authority's intent to issue NTPs hereunder, the TSI shall have no cause of action conditioned upon the lack or number of NTPs issued.

5.07 PROGRESS

(a) Inspections.

The Work and all reimbursements may be subject to periodic review by the Authority and associated government agencies, including TxDOT and the Federal Highway Administration (FHWA).

(b) Reports.

The TSI shall promptly advise the Authority in writing of events that have a significant impact upon the progress of the Work, including:

- (1) problems, delays, or adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Guaranteed Dates; this disclosure will be accompanied by statement of the action taken or contemplated, and any Authority or federal assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the Guaranteed Dates sooner than anticipated.

(c) Corrective Action.

Should the Authority determine that the progress of Work does not satisfy the Guaranteed Dates, the Authority shall review the Project Schedule with the TSI to determine the nature of corrective action needed.

5.08 SUSPENSION OF WORK

(a) Notice.

- (1) Should the Authority desire to suspend Work but not terminate the Agreement, the Authority may verbally notify the TSI followed by written confirmation, giving 30 days' notice (unless an emergency situation prevents such notice); provided, that such suspension may not exceed 180 days, unless otherwise agreed to by the parties. Both parties may waive the 30-day notice in writing.
- (2) In the event that the Authority has not paid any undisputed invoice to TSI within 60 days, TSI, after providing no less than 5 days' written notice to the Authority, shall have the right to suspend its operations until such payment has been made, plus any additional costs associated with suspending its operations.

(b) **Reinstatement.**

The Work may be reinstated and shall be resumed in full force and effect within 15 days of receipt of written notice from the Authority to resume the Work. Both parties may waive the 15-day notice in writing.

(c) **Effect of Suspension of Work on Agreement Time.**

If the Authority suspends the Work for reasons related to its own convenience and not due to the actions or fault of TSI, or if the TSI suspends the Agreement as set forth in this Article, then the affected Guaranteed Date(s) as determined in the Agreement shall be extended for the same number of days that the Work is suspended, plus a mutually agreed upon number of additional days for re-mobilization of TSI's resources, if any, and the period of the Agreement shall begin to run again whenever the Work is reinstated. Furthermore, the Authority shall pay all reasonable and necessary costs actually incurred by TSI in suspending the Work and restarting the Work. If the Authority disagrees with the costs incurred by TSI in suspending and restarting the Work or with the number of additional days needed for re-mobilization of TSI's resources, such dispute will be handled in accordance with Section 5.11 of the Agreement.

(d) **Limitation of Liability.**

Except as set forth in this Article, the Authority shall have no liability for Work performed or costs incurred, prior to the date authorized by the Authority to begin reinstated Work, during periods when Work is suspended, or after the completion date of the Agreement.

5.09 TERMINATION

(a) **Causes**

The Agreement may be terminated due to any of the following conditions:

- (1) By mutual agreement and consent, in writing from both parties.
- (2) By Authority by notice in writing to the TSI as a consequence of failure by the TSI to perform the Work set forth in the Agreement Documents in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its material obligations as set forth in the Agreement Documents. The parties agree that TSI's failure to receive payment on any undisputed invoice for a period of 60 days shall be a failure of a party to fulfill its material obligations.
- (4) By Authority for reasons of its own, not subject to the mutual consent of the TSI, by giving 30 days' notice of termination in writing to the TSI.
- (5) By either party, without consent or advance notice to the other, in the event this Agreement is declared void or unenforceable by a court or tribunal of competent jurisdiction.

(6) By satisfactory completion of all services and obligations described herein.

Prior to termination pursuant to 5.09(a)(2) and 5.09(a)(3), above, the party that has failed to perform or fulfill its material obligations shall be afforded 30 days, following receipt of written notice from the other party, to initiate cure the failure; provided that, unless otherwise agreed to by the parties, such cure must be complete within 60 days.

(b) Measurement

Should Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the TSI. The value of the work performed by the TSI prior to termination shall be determined in accordance with Section 5.09(d). Compensation for work at termination will be based on a percentage of the work completed at that time. Should Authority terminate the Agreement under Section 5.09(a)(4) above, the TSI shall not incur costs during the 30-day notice period in excess of the amount incurred during the preceding 30 days.

(c) Value of Completed Work

If the TSI defaults in the performance of this Agreement or if Authority terminates this Agreement for fault on the part of the TSI, Authority will give consideration, in its sole discretion, to the following when calculating the value of the completed Work:

- (1) the actual costs incurred (not to exceed the prices set forth in Volume 11B Price Proposal Form) in performing the Work to the date of default;
- (2) the amount of Work required which was satisfactorily completed to date of default;
- (3) the value of the Work which is usable to Authority;
- (4) the cost to Authority of employing another firm to complete the required Work, including replacing or reperforming unsatisfactory Work, if any;
- (5) the time required to employ another firm to complete the Work; and
- (6) other factors which affect the value to Authority of the Work performed. If Authority terminates the Agreement for reasons of its own, not subject to the mutual consent of the TSI, in accordance with Section 5.09(a)(4) above, or Authority terminates the Agreement in response to a court decision in accordance with Section 5.09(a)(5) above, then
 - a) with respect to the Phase 1 Implementation, Authority will pay to the TSI the fair and reasonable value of the Work completed in accordance with the Agreement up to the termination date. In such event, Authority will give consideration, in its sole discretion, to the following when calculating the value of the completed Work:

- i) the actual cost incurred (not to exceed the prices set forth in Volume 11B - Price Proposal Form) by the TSI in performing the Work to the date of termination;
- ii) the amount of Work required which was satisfactorily completed to the date of termination;
- iii) the value of the Work which is useable to Authority; and
- iv) other factors which affect the value to Authority of the Work performed; and

b) with respect to Phase 2 Maintenance, the TSI shall immediately invoice Authority for all accrued and unpaid Monthly Fees (not to exceed the prices set forth in Volume 11B - Price Proposal Form), and Authority shall pay the invoiced amount pursuant to Section 3.03, provided, however, that Authority shall have the right to set-off against such invoiced amount any and all amounts due or that may be due to Authority from the TSI as a result of a breach of the TSI's obligations or representations and warranties set forth in Section 5.01.

(d) Calculation of Payments

Authority shall use the Volume 11B - Price Proposal Form in determining the value of Work performed on Phase 1 Implementation up to the time of termination. The sum of the overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which Work was performed on Phase 1 Implementation shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

(e) Excusable Delays

Except with respect to defaults of Sub-Contractors, the TSI shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms (including any failure to progress in the performance of the Work) if such failure arises out of causes beyond the control and without the default or negligence of the TSI (including without limitation non-chargeable failures as set forth in Section 09-6 of the RFP), or meeting the definition of Force Majeure Events as set forth and qualified in Section 5.30.

Furthermore, the Authority shall pay all reasonable and necessary costs actually incurred by TSI to the extent the Excusable Delays or the Non-Chargeable Failures are not due to the default or negligence of the TSI, the TSI shall be entitled to be compensated for the proven direct costs derived from Excusable Delays or the reparation of the Non-chargeable failures (which shall include a reasonable overhead and profit amount based upon pricing previously agreed upon by the parties). Excusable Delays shall be subject to the payment provisions of Section 5.08.

(f) Materials

In the event of any termination of this Agreement, the Authority shall have the right, but no obligation, to purchase any existing spares and consumables inventory that are not already paid for by the Authority under this Agreement. In addition, in the event of any termination of this Agreement for any reason, the TSI shall return all keys to Authority and both parities' obligations with respect to TSI Confidential Information and Authority Confidential Information, as each is defined in Section 5.31 shall survive the expiration or earlier termination of this Agreement.

(g) Surviving Requirements

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of Authority and the TSI under the Agreement Documents, except for those provisions that establish responsibilities that extend beyond the term of the Agreement or as otherwise provided in any other Agreement Document. In the event of termination and upon the Authority's request, TSI shall provide transition services for 30 to 90 days to the Authority under a plan using the pricing structure then in place.

5.10 RIGHT TO SETOFF

The Authority shall have the right, without being in breach of any of its obligations hereunder, to set off any amounts payable by the TSI to Authority under this Agreement, including, but not limited to, Phase 1 and Phase 2 Liquidated Damages, against any amounts payable by the Authority to the TSI.

5.11 DISPUTES

(a) Disputes Not Related to Agreement Services

The TSI shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the TSI in support of the Work authorized herein.

(b) Disputes Concerning Work or Cost

Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to, any one or more of the Agreement Documents or additional costs, or any non-procurement issues, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means. The means to be used are:

- (1) mediation; and/or
- (2) legal proceedings in a court of competent jurisdiction.

5.12 OWNERSHIP OF DATA AND DELIVERABLES

(a) Ownership of Material

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP and under the Agreement shall belong exclusively to the Authority and be subject to public inspection in accordance with applicable law.

Subject to compliance with law, the Authority acknowledges that certain proprietary software and all related software documentation furnished under the Agreement Documents may constitute valuable assets of the TSI and, as between the Authority and the TSI, is proprietary information and property of the TSI, and that, by virtue of the Agreement Documents, the Authority shall acquire only the license and right to use the proprietary software and related software documentation under the terms and conditions set forth in the Agreement Documents and that the Authority shall not acquire any rights of ownership in or title to the proprietary software and any source codes or related software documentation.

Proprietary software and related software documentation shall be used only by employees of the Authority and any third parties whose services are necessary to the Authority exercise of its rights hereunder and as expressly permitted hereunder.

(b) Works for Hire

All Work provided under the Agreement Documents are considered works for hire, except as otherwise specified in Paragraph C. of this section, and as such all data, basic sketches, charts, calculations, plans, specifications, deliverables, and other documents created or collected incident to such work for hire under the terms of the Agreement Documents are the property of the Authority. The Authority shall have all rights, title and interest in or to all products, work plans, designs, programs, data bases, documentation, manuals, licenses and other Work developed or generated under the Agreement Documents, including, without limitation, unlimited rights to use, sell, make or duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the TSI, from doing so. To the extent the TSI may be deemed at any time to have any of the foregoing rights, the TSI agrees to assign and does hereby assign such rights to the Authority.

(c) Software Delivery

TSI will deliver to the Authority all Software that is to be modified, customized, or implemented pursuant to the Agreement to meet the requirements in Attachment E – Technical Provision. Notwithstanding anything else in this section, all Software being delivered to the Authority is proprietary software of TSI. The Authority shall receive a license to such Software, and shall acquire no other right, title, or interest in or to such Software. This provision shall control over other provisions in the Agreement Documents. The TSI shall provide any Software License Agreement(s) for HCRMA's review prior to signing the Agreement.

(d) Disposition of Documents

All documents prepared by the TSI as part of Work provided under the Agreement Documents and all documents furnished to the TSI by the Authority shall be delivered to the Authority upon request by the Authority. The TSI, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under the Agreement Documents, but may only further use that data to the extent expressly authorized in the Agreement Documents.

(e) Release of Design Plans

The TSI

- (1) will not release any plans created or collected under the Agreement Documents except to its subcontractors as necessary to complete the Work;
- (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the plans and prohibits their use for any use other than on behalf of the Authority under the Agreement Documents; and
- (3) is responsible for any improper use of the plans by its employees, officers, or subcontractors, including costs, damages, or other liability resulting from improper use. Neither the TSI nor any subcontractor may charge a fee for the portion of the plans created by the Authority.

5.13 PUBLIC INFORMATION

The Authority will comply with Government Code, Chapter 552, the Public Information Act (PIA), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under the Agreement. The TSI has asserted that all Software delivered by the TSI to the Authority is deemed by the TSI to be proprietary, confidential, or otherwise exempt from disclosure under the PIA. The Authority will use reasonable efforts to notify the TSI if a request for public information is received which may require the Authority to disclose any portion of the Software or any other material that the Proposer has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the TSI the opportunity to exercise its third party rights to protect such materials from public disclosure. The Authority is not obligated to and will not assert or argue on behalf of the TSI that any information provided to the Authority is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the TSI.

5.14 PERSONNEL, EQUIPMENT AND MATERIAL

(a) TSI Resources

The TSI shall furnish and maintain quarters for the performance of all Work, in addition to providing adequate and sufficient personnel and equipment to perform the Work required under the Agreement. The TSI certifies that it presently has adequate qualified personnel in its employment for performance of the Work required under the Agreement Documents, or it will be able to obtain such personnel from sources other than the Authority.

(b) Removal of TSI Employee

All employees of the TSI assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the TSI to remove any employee from association with Work authorized in the Agreement Documents if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of the Agreement Documents or if the conduct of that employee becomes detrimental to the successful completion of the Work.

(c) Replacement of Key Project Personnel

The TSI must notify the Authority in writing as soon as possible, but no later than three business days after a person designated as Key Project Personnel is removed from association with this Agreement, giving the reason for removal.

(d) Authority Approval of Replacement Personnel

The TSI may not replace Key Project Personnel without substituting replacements in their positions having equivalent qualifications and notifying the Authority of such replacements which notice shall include the qualifications of the successors without the prior written consent of the Authority. The Authority must be satisfied that the new Key Project Personnel subject to this Paragraph is qualified to provide the authorized services. If the Authority determines that the new Key Project Personnel subject to this Paragraph is not acceptable, the TSI may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within 45 days.

5.15 SOLICITATION FOR EMPLOYMENT

TSI hereby agrees that, during the term of this Agreement and for a period of six months thereafter, the TSI shall not recruit for employment any person or entity who or which is an employee of the Authority.

5.16 SUBCONTRACTING

(a) Approval

The TSI shall not assign, subcontract, or transfer any portion of the services related to the Work under the Agreement Documents without prior written approval from the Authority; provided, however, that this does not limit TSI's subcontracting to other firms to furnish specialized technology components and services that the TSI does not manufacture or produce in-house. The Authority shall respond to a TSI's request under this Section 5.16 to assign, subcontract or transfer any portion of the services within 10 days of receipt of the request. The Authority approves the suppliers and technologies nominated in the TSI's technical proposal; however, this approval does not relieve the TSI of its obligations to perform as per the contract requirements including, but not limited to, the standards provided in Volume 2, Milestones and Volume 9, Performance Requirements.

(b) Required Provisions

All subcontracts for Work under this Agreement shall include the provisions included in this Agreement, and any provisions required by law. The TSI is authorized to pay the subcontractors in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the TSI.

(c) Prior Review

Subcontracts in excess of \$25,000 shall be subject to review and approval by the Authority prior to performance of work thereunder.

(d) TSI Responsibilities

No subcontract relieves the TSI of any responsibilities under the Agreement Documents.

5.17 INSPECTION OF WORK

The TSI shall furnish the Authority, and its authorized representatives, with every reasonable opportunity and facility for inspection and making certain that the Work under this Agreement is performed, and the materials are furnished in accordance with the requirements and intent of the Agreement Documents. Such inspection may include plant and/or shop visits and extensive field inspection during the toll equipment installation and testing phases. The Authority and its authorized representatives reserve the right to perform a plant or shop visit, as long as they provide two working days' notice prior to the actual visit.

5.18 AUTHORITY RESPONSES

The Authority agrees to use its best efforts to respond in a timely manner to all submittals made by TSI and to all of TSI's written requests for input, interpretation, clarification, confirmation, or information in sufficient detail to permit TSI to proceed with its Work without delay.

5.19 OBLIGATION TO PERFORM FUNCTIONS

(a) Any failure or neglect on the part of the Authority to enforce provisions provided in the Agreement dealing with supervision, control, inspection, testing, or acceptance and approval of the Work shall not relieve the TSI from full compliance with the Agreement Documents, nor render the Authority liable to the TSI for money damages, extensions of time, or increased compensation of any kind.

(b) The TSI shall not be held responsible for any time extensions which are solely initiated by the Authority or attributable to acts or omissions of the Authority. Such delays shall toll TSI's performance compliance by the same number of days.

5.20 COMPLIANCE

- (a) The TSI shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the TSI shall furnish the Authority with satisfactory proof of its compliance therewith.
- (b) TSI further covenants at all times to perform its duties and obligations hereunder in compliance with all applicable federal, state, local laws, and regulations necessary for the Project and this Agreement to be eligible for existing and potential state and federal funding, including, Transportation Infrastructure Finance and Innovation Act (TIFIA), State Infrastructure Bank (SIB), or other public funding.
- (c) All collection equipment and technology utilized in the performance of this Agreement shall comply with the Texas Department of Transportation and other applicable interoperability rules.
- (d) This Agreement is subject to review by the Texas State Auditor.
- (e) If TSI is owned by or affiliated with the Construction Contractor for the 365 Tollway Project, the Construction Contractor and TSI shall agree that no Value Engineering Change Proposal under the Construction Contract shall be submitted with regard to or related to the design or implementation of the Project.

5.21 TSI'S RESPONSIBILITY

- (a) Accuracy

The TSI shall be responsible for the accuracy of Work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

- (b) Errors and Omissions

The TSI's responsibility for all matters arising from design errors and/or omissions will be determined by the Authority. The TSI will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the Warranty Phase has been completed.

- (c) Service Levels

The TSI shall meet the service levels described to in the Agreement Documents.

5.22 PERMITS, LICENSES, FEES AND TAXES

The TSI is responsible for obtaining all permits and licenses which are not provided by the Authority and must pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work under the Agreement Documents.

5.23 COOPERATION BETWEEN CONTRACTORS

The TSI shall work closely with any other contractors who will be working for the Authority and for TxDOT for the purpose of coordinating any activity which may affect both parties, including the Authority and/or TxDOT contractors engaged in road construction, and contractors performing toll equipment installation, equipment testing, power requirements, conduit requirements, etc. It will be critical that close coordination between the TSI, and other contractors is maintained during the life of the Agreement.

5.24 INSURANCE

The TSI shall secure and maintain insurance in its own name and at its own expense with insurance companies which are rated at least A-VII by A.M. Best Company. The TSI shall not commence Work under the Agreement Documents until it has provided insurance of such character and in such amounts shown below as will provide adequate protection for the Authority, its employees, its authorized representatives, and others lawfully on its property and for the TSI, against all liabilities, damages, and accidents, or has provided equivalent protection by some Authority approved method. The TSI shall maintain such insurance or equivalent protection in force during the life of this Agreement. The TSI shall furnish the Authority with satisfactory proof of carriage of insurance prior to execution of the Agreement, and no modification or change or insurance carriage and provisions shall be made without 30-days written advance notice to the Authority. A memorandum of issuance shall be available to the Authority stating the Authority and TxDOT are additional insureds, on a primary and non-contributory basis. Neither approval by the Authority, nor a failure to disapprove insurance furnished by the TSI, shall release the TSI of full responsibility for liability, damages, and accidents, as set forth herein.

If any operations are performed on the construction site by a sub-contractor, the TSI shall carry on its own behalf protective Liability and Property Damages Insurance at the same limits set forth for its own operations.

Before the TSI, or any subcontractor, will be permitted to enter upon the right-of-way of the Project, the policies for the foregoing insurance shall have been approved by the Authority and certificates therefore filed, as above required.

The minimum acceptable limits of coverage are:

• Commercial General Liability (each occurrence)	\$1,000,000
• Commercial General Liability (Aggregate)	\$2,000,000
• Employee Liability	\$1,000,000
• Workers Compensation	Statutory

• Commercial Auto Liability, Bodily Injury and Property Damage including all owned, hired and non-owned vehicles.	\$1,000,000
• Excess/Umbrella Liability	\$5,000,000*
• Builders Risk	[\$Phase 1 amount] **
• Professional Liability Insurance	\$2,000,000
• Contractors Pollution Legal Liability	\$5,000,000

* In addition to the primary coverage listed, an umbrella or excess liability policy of not less than \$5,000,000 for any one occurrence of general liability, automobile liability, casualty (casualty, shall include but not be limited to any damage, theft, or other loss of the Authority's spare parts stored by the TSI on behalf of the Authority) and employers' liability.

** TSI shall be responsible for the Builders Risk insurance during Phase 1 and up to Go-Live. The property of the Toll Collection System and its risk of loss shall be transferred to the Authority at Go-Live, the property insurance shall be held by the Authority during the Phase 2 Maintenance. IN ADDITION TO ANY INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 5.25 OR ANY OTHER AGREEMENT DOCUMENT, THE TSI (AND TSI'S DIRECT PARENT, IF ANY) SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, EACH OF THE AUTHORITY'S AFFILIATES (INCLUDING TXDOT), AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES (EACH INDIVIDUALLY, AN "AUTHORITY INDEMNIFIED PARTY" AND COLLECTIVELY, THE "AUTHORITY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITY, LOSSES, COSTS, EXPENSES, SUITS, ACTIONS, PROCEEDINGS, CLAIMS, JUDGMENTS, AWARDS, PENALTIES, ATTORNEY'S FEES AND EXPENSES OF (COLLECTIVELY, "CLAIMS"), OF WHATSOEVER NATURE, PAST, PRESENT, OR FUTURE, ARISING FROM OR OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE TSI TO THE EXTENT CAUSED, WHETHER IN WHOLE OR IN PART, BY REASON OF THE TSI'S, ITS OFFICERS', DIRECTORS', AGENTS', EMPLOYEES', SUB-CONTRACTORS', OR REPRESENTATIVES' FAILURE TO OBTAIN THE PROPER INSURANCE COVERAGES SPECIFIED UNDER THIS SECTION 5.24. THE TSI (AND TSI'S DIRECT PARENT, IF ANY) EACH HEREBY WAIVES POTENTIAL IMMUNITY AVAILABLE TO IT UNDER THE WORKERS' COMPENSATION ACTS OF THE STATE OF TEXAS OR ANY OTHER STATES AND ACKNOWLEDGES AND RECOGNIZES THAT THE TSI (AND TSI'S DIRECT PARENT, IF ANY) ARE EACH ASSUMING POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY TSI'S OWN EMPLOYEES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE TSI BUT ONLY WITH RESPECT TO CLAIMS AGAINST THE TSI BY THE AUTHORITY FOR INDEMNITY UNDER THIS PROVISION. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

5.25 INDEMNIFICATION

(a) Errors, Omissions, Negligent acts

In addition to any indemnification provisions set forth in any other agreement document, the TSI shall fully indemnify and hold harmless (and at the Authority's request, defend) the Authority Indemnified Parties from any and Claims, of whatsoever nature, past, present or future, arising from, out of, or related to the performance of this Agreement by the TSI to the extent caused, whether in whole or in part, by reason of the TSI's, its members', officers', directors', shareholders', managers', agents', employees', subcontractors', or representatives' error or omission or negligent acts or willful misconduct or material breach of this agreement. This indemnity shall not apply to losses caused solely by the

- (1) negligence of Authority or its employees, or
- (2) Authority's material breach of this agreement.

This indemnification shall survive the expiration or earlier termination of this Agreement.

(b) Attorney Fees

Each party shall, to the extent allowed by law, save harmless the prevailing party from any and all expense, including, but not limited to, attorney fees which may be incurred by the prevailing party in litigation or otherwise resisting claims or liabilities which may be imposed on the other party as a result of activities by the other party, its agents, or employees.

(c) Conduct of Claims

- (1) An Authority Indemnified Party shall promptly give notice to the TSI of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim; provided, however, that the failure to give prompt notice shall not jeopardize the right of any Authority Indemnified Party to indemnification except to the extent such failure shall have materially prejudiced the ability of the TSI to defend such claim. Such notice shall be given by the Authority Indemnified Party as promptly as reasonably practicable, but within 20 business days after the Authority Indemnified Party becomes aware of such claim.

5.26 MAINTENANCE, RETENTION AND AUDIT OF RECORDS

(a) Retention Period

The TSI shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Work provided (hereinafter called the Records). The TSI shall make the Records available at its office during the term of the Agreement and for four years from the date of final payment under the Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last. Provided, however, that

if certain electronic, Personally Identifiable information, financial, or other information acquired by TSI in performance of the Work requires specific retention, protection, or deletion/destruction obligations, TSI agrees to comply with all state and federal laws, regulations and guidelines, and industry best-practices.

(b) Availability

The Authority or any of its duly authorized representatives shall have access to the TSI's records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

5.27 SUCCESSORS AND ASSIGNS

The TSI and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The TSI shall not assign, subcontract or transfer its interest in the Agreement without the prior written consent of the Authority.

5.28 SEVERABILITY

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.29 BOND REQUIREMENTS

The TSI shall provide to the Authority as obligee a Payment Bond and a separate Performance Bond for Phase 1 (the "Bond") issued by a responsible surety company acceptable to the Authority and legally authorized to do business in the State of Texas. The Bond shall be in a form acceptable to the Authority.

Within 15 days of the execution of the Agreement and prior to NTP, the TSI shall provide the Bond. The penal sum of the Bond shall be the estimated amount for the Phase 1 Implementation (Schedule A, B and C) as presented in the Summary table of Volume 11B - Price Proposal Form, and the Bond shall remain in place until Phase 1 System Acceptance. If a Bond acceptable to the Authority is not delivered to the Authority prior to the expiration of the 15 day period, the Authority shall have the right to terminate this Agreement, with no penalties assessed against the TSI; at which time the Agreement shall be of no further force and effect, and the Authority shall not be obligated to the TSI for any work that the TSI may have performed up to and including the date of such termination.

The TSI shall have failed to satisfy its obligations under this Section 5.29 if the surety company requests modifications or changes to the Agreement Documents, or requests other separate agreements from the Authority, that the Authority, in its sole discretion, deems unacceptable. The premium for the Bond shall be borne by the TSI.

5.30 FORCE MAJEURE

TSI shall be entitled to an extension of the Guaranteed Date(s) for (i) completion of a specified portion of the Project and, (ii) pursuant to the terms of the Agreement Documents, during the maintenance phase of the project, from failures to meet performance requirements detailed in Volume 9 - Performance Requirements, due to certain specified Force Majeure Events that are outside the control of TSI. Such Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, or act of sabotage. TSI shall only be entitled to an extension of the Guaranteed Date(s), however, if any such Force Majeure Event materially and adversely affects TSI's obligations, and provided such Force Majeure Event is beyond the control of the TSI and is not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or law by TSI and further provided that such Force Majeure Event (or the effects of such Force Majeure Event) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSI. Should a Force Majeure Event happen, TSI shall be reimbursed for all reasonable and necessary costs actually incurred by TSI to repair the consequences and damages caused by the Force Majeure event, unless otherwise covered by proceeds of insurance. **The TSI agrees to pursue TSI's available insurances claims before seeking reimbursement from the Authority.** Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

5.31 CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meaning indicated below:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by, or under direct or indirect common control of such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"TSI Confidential Information" means all information and data furnished by the TSI to the Authority and so marked or otherwise identified in writing by the TSI as confidential, excluding Standard Exceptions.

"Authority Confidential Information" means:

- a) Information relating to the Authority's owned or licensed (but excluding such information licensed from TSI) computer systems and systems architecture, including computer hardware, computer software, databases, algorithms, including source code, object code, commentary and documentation, program libraries, program listings, business methods, methods of processing, technical processes, and operational methods, all of the foregoing individually and which comprise software;
- b) Confidential information of third parties including that relating to software and software licenses (but excluding such information licensed from TSI), hardware, documentation, business plans, financial information, Authority lists and other business affairs;

- c) All trade secrets owned by or licensed by the Authority (but excluding such information licensed from the TSI);
- d) Authority's existing services, designs, technology, processes, technical data, engineering techniques, methodologies, and concepts;
- e) Algorithms and Business Rules developed by the Authority and its Affiliates and used in configuring the Software which are not modifications to the computer software comprising the Software; and
- f) All information or proprietary materials (in every form and media) not generally known in the relevant trade or industry but commonly and uniformly treated as confidential and which has been or is hereafter disclosed or made available by the Authority to the TSI and its successors, assignees, subcontractors, consultants, employees, and agents, in connection with the Agreement who are permitted access and disclosure pursuant to the terms of the Agreement, in the case of (a) – (g) modifications and derivative works of the foregoing, but excludes information and materials described in the Standard Exceptions.

"Direct Parent" shall mean with respect to a specified Person, any other Person having the power to direct or cause the direction of the management and policies of such Person, directly, whether through the ownership of voting securities, by contract or otherwise.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality, or political subdivision thereof, or any other form of entity.

"Standard Exceptions" means information which the receiving party can prove:

- a) Is in the public domain on or prior to the date hereof;
- b) Was in the possession of the recipient thereof or its Affiliates on or prior to the date hereof and was not acquired or obtained from the discloser of such information or its Affiliates;
- c) Became part of the public domain, by publication or otherwise, not due to any unauthorized act or omission on the part of the recipient thereof or its Affiliates; or
- d) Is supplied to the recipient or its Affiliates by a third party as a matter of right and, to the recipient's knowledge, is not in violation of any confidentiality agreement between such third party and the discloser of such information.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AUTHORITY (HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY):

By: _____

Mr. Pilar Rodriguez, P.E.
Executive Director

TSI (SICE, Inc.) : _____

By: _____

Mr. Salvador Castromil
Executive Vice-President – SICE, Inc.

April 20th, 2023

Pilar Rodriguez, PE
Executive director
Hidalgo County Regional Mobility Authority (HCRMA)
203 W. Newcombe Ave., Pharr, Texas 78577

RE: Clarification to the Contract Documents

Dear Mr. Rodriguez,

The parties agree to the below clarifications to the Contract Documents as referred in the section 01-4 (a) of the Contract.

1. Spare Parts

The parties agree that HCRMA requires additional spare parts as per the Attachment A. Spare Parts will be compensated on a pass-through basis.

2. Image Review

As per HCRMA requirements, the TCS system will have the option to set the double-blind configuration, however the image review price included in subcontract is for offshore single blind, and it does not consider that the double-blind configuration will be active. While HCRMA does not require a double-blind review of image-based transactions at this time, SICE shall still meet the image review key performance indicators and Service Level Agreements, as detailed in the RFP Section 9-08 Performance Requirements

The parties agree that the proposed image review fee has been calculated assuming that SICE will be entitled to charge the fee for:

- i. Any image-based transaction regardless the transaction is finally manually processed by an operator or automatically managed by the TCS due to high OCR confidences, PHS automatic rules or other automatic procedures to be agreed during the design phase of the Project, and
- ii. Any tag-based transaction that due to HCRMA business rules, must be managed as an image-based transaction (for example, the requirements of section 05-17 Image Processing Business Rules).

All those transactions will be considered as image-based transactions.

3. High Speed Testing

The parties agree that during the FAT, High speed testing will be proven through technical reports for the 365 Toll Road, before the commencement of the next testing phase.

4. Toll Site Maintenance Area

The parties agree that SICE will construct the maintenance area as per conceptual design of the RFP and that the civil contractor will stabilize at final grade the area where the maintenance pad will be installed and provide a nearby suitable access and parking area for the tolling maintenance vehicles.

5. Pavement Works

The parties agree that Paving and Maintenance of the pavement works are excluded from the Scope of Work of the TSI.

6. Refueling

The parties agree that, as part of the O&M obligations, the TSI will perform the refueling of the generators, however providing the power is an HCRMA responsibility, and, therefore, the fuel spent during power outages will be compensated to the TSI at cost as a pass-through item.

7. Payment breakdown

The parties agree to perform all the payments as per the Contract; but also agree to replacing Table 2 of Section 3-19 of Volume 3 in the RFP with the table included in the Attachment B to this document.

IN WITNESS WHEREOF, the parties hereto have executed this clarification to the Contract Documents.

AUTHORITY (HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY):

By: _____

Mr. Pilar Rodriguez, P.E.
Executive Director

TSI (SICE Inc.)

By: _____

Mr. Salvador Castromil
Executive Vice-President

Attachment A – Spare Parts

#	Equipment	Anticipated Vendor	Anticipated Model	Spares Qty (Per SICE)	Suggested Change	Spares Qty (New)
	MTG/RTG Qty.					
1	RFID Antenna	STAR SYSTEMS INTL	AVIOR Reader Antenna	2	0	2
2	RFID Reader	STAR SYSTEMS INTL	TITAN Multi-Protocol Reader	2	1	3
3	Detection Lasers (Entry) + brackets + cables	SIC	LMS511	2	1	3
4	Piezoelectric AxleSensor	REDFOX	TE Connectivity - Roadtrax BL - Piezoelectric AxleSensor	2	1	3
5	Piezoelectric Detector Card	REDFOX	Northstar N54	2	1	3
6	Loop Detector Card	REDFOX	Northstar N524	2	1	3
7	Device Master	REDFOX	Northstar NDC15	2	1	3
8	Industrial Servers for Toll Zones	PREMIO	RCO-6000-CML	2	2	4
9	OCR Camera includes IR illuminator and ANPR	ADAPTIVE RECOGNITION	Vidar Smart 2xFHD, LT(U)	2	2	4
10	Set of Spares for Cabinets(AC, HVAC...)	SOUTHERN MANUFACTURING	SOUH-WL674426-B-ITS-AC-T6C2	1	0	1
11	Cabinet HVAC	PULS	N/A	0	2	2
12	Power supply 24 VDC	PULS	CP20.241-R1	5	0	5
13	Power supply Redundancy Module	EATON	QS40-241	2	0	2
14	UPS High Capacity with Batteries	EATON	EATON 9PX - 2000	2	0	2
15	Batteries	EATON	EATON 9PX - 2000	4	0	4
16	Set of Spares Generators	KOHLER	Kohler 14KW-14RCA	1	0	1
17	Industrial Switch	MOXA	N-PORT 5232	2	1	3
18	I/O server JetIO	KORENIX	6550	2	1	3
19	Overview Camera	AXIS	P1455-LE	2	1	3
20	CCTV Camera	AXIS	P1455-LE	2	1	3
21	Set of Protections and Others (i.e. Brakers, Terminal Blocks, Surge Arrester...)	N/A	N/A	1	0	1
22	Set of Cables (loops, UTP, Fiber...)	N/A	N/A	1	0	1
23	Hard Drives for Control Center	DELL	DELL	2	0	2
24	Dell Power Supply	DELL	DELL	2	0	2
25	Portable Generator	N/A	N/A	0	0	0

Attachment B – Payment Milestones Breakdown

Payment Item	Schedule	Milestone	Payment Amount Description	Total Amount (Includes all individual payments made on each item)
1	N/A	Later of Contract Signature and Payment & Performance Bond submission	8% of the delivery cost excluding the Project Management Fee	\$ 553,973.04
2	A	Submission of documents in "Schedule A - Implementation"	46% of items 1 through 35 milestones in Schedule A upon SICE's submission of each milestone	\$ 534,639.60
3	A	Approval of documents in "Schedule A - Implementation"	46% of items 1 through 35 milestones in Schedule A upon HCRMA's approval of each milestone	\$ 534,639.60
4	A	Approval of other items in "Schedule A - Implementation"	92% of items 36 through 63 milestones in Schedule A upon proof of completion submitted to HCRMA	\$ 237,614.84
5	A	Project Management Monthly Fee	100% of the monthly fee every month (\$38,742.00 each month)	\$ 1,162,260.00
6	B	Approval of shop drawings of each site in "Schedule B - Hardware" items 1 to 9	25% for items 1 through 9 in Schedule B - Hardware upon approval of the tolling equipment shop drawings. Procurement	\$ 846,602.25
7	B	FAT for RSE in "Schedule B - Hardware" items 1 to 9	11% for items 1 through 9 in Schedule B - Hardware upon Commencement of FAT for RSE	\$ 372,504.99
8	B	FAT for RSE in "Schedule B - Hardware" items 1 to 9	11% for items 1 through 9 in Schedule B - Hardware upon approval of FAT for RSE	\$ 372,504.99
9	B	Beginning of the Installation Work for each site in "Schedule B - Hardware" items 1 to 9	15% for items 1 through 9 in Schedule B - Hardware upon beginning of the works	\$ 507,961.35
10	B	Completion of Installation Work for each site in "Schedule B - Hardware" items 1 to 9	15% for items 1 through 9 in Schedule B - Hardware upon completion of the installation of each site	\$ 507,961.35
11	B	SAT for each site in "Schedule B - Hardware" items 1 to 9	10% for items 1 through 9 in Schedule B - Hardware upon SAT of each site is approved	\$ 338,640.90
12	B	Final Acceptance for each site in "Schedule B - Hardware" items 1 to 9	5% for items 1 through 9 in Schedule B - Hardware upon Final Acceptance of each site	\$ 169,320.45
13	B	Mobilization on site for each site in "Schedule B - Hardware" items 10 to 18	50% for items 10 through 18 in Schedule B - Hardware upon beginning of the works	\$ 498,685.00
14	B	Completion of Installation Work for each site in "Schedule B - Hardware" items 10 to 18	42% for items 10 through 18 in Schedule B - Hardware upon completion of the civil works of each site	\$ 418,895.40
15	B	Shop drawings for each site in "Schedule B - Hardware" items 19 & 20	35% for items 19 & 20 in Schedule B - Hardware upon approval of the servers shop drawings. Procurement	\$ 137,833.85
16	B	Installation on site for each site in "Schedule B - Hardware" items 19 & 20	32% for items 19 & 20 in Schedule B - Hardware upon physical installation of servers on site	\$ 126,019.52
17	B	Completion of the works for each site in "Schedule B - Hardware" items 19 & 20	25% for items 19 & 20 in Schedule B - Hardware upon completion of the installation works on site (ready for SAT)	\$ 98,452.75
18	C	FAT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon Commencement of PHS FAT	\$ 72,653.60
19	C	FAT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon approval of PHS FAT	\$ 72,653.60
20	C	SIT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon Commencement of PHS-RSE integration Test	\$ 72,653.60
21	C	SIT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon approval of PHS-RSE integration Test	\$ 72,653.60
22	C	SAT for each system in "Schedule C - Software" items 1 & 7	25% for items 1 through 7 in Schedule C - Software upon Commencement of PHS SAT	\$ 181,634.00
23	C	Final Acceptance for each system in "Schedule C - Software" items 1 & 7	27% for items 1 through 7 in Schedule C - Software upon approval of PHS SAT	\$ 196,164.72
24	D	One monthly instalment every month from go-live	100% of the monthly fee of the applicable year	\$ 5,751,746.00
25	E	Delivery of the Payment and Performance bond	100% of the items 1 & 2 in the Schedule E - Bonds upon hand over of the Bonds	\$ 142,000.00
26	N/A	Material on hand	Material on Hand (MOH): HCRMA will pay to SICE the actual cost of all material procured for the Project, which have been marked for the Project and stored in a secured location. MOH will be handled following the TxDOT specs item 9.6.	N/A
				\$ 13,980,669.00

Item 4A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

4A
4/19/2023
4/25/2023

1. Agenda Item: CHAIRMAN'S REPORT – DISCUSSION AND CONSIDERATION TO ACT AS LOCAL SPONSOR OF RAIL PROJECTS.
Nature of Request: (Brief Overview) Attachments: X Yes No
Discussion and consideration to act as Local Sponsor of Rail Projects.
2. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
3. Budgeted: Yes No X N/A
4. Staff Recommendation: _____
5. Program Manager's Recommendation: Approved Disapproved X None
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: Approved Disapproved X None
9. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER