

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, AUGUST 24, 2021
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 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 – Eric Davila, HCRMA.
- B. Report on 365 Tollway Project Financing Activities – Richard Ramirez, Hilltop Securities.

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 Meeting held July 27, 2021.
- B. Approval of Project & General Expense Report for the period from July 8, 2021 to August 6, 2021.
- C. Approval of Financial Reports for July 2021.

3. REGULAR AGENDA

- A. Resolution 2021-32 – Approval of Work Authorization 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down Letter for the 365 Tollway Project Financing.
- B. Resolution 2021-33 – Approval of Contract Amendment 10 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount for Work Authorization Number 9.
- C. Resolution 2021-34 – Approval of the 365 Tollway Wetland Mitigation Conservation Easement in Favor of the Valley Land Fund.

4. CHAIRMAN'S REPORT

- A. None.

5. TABLED ITEMS

- A. None.

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

- A. Consultation with Attorney on legal issues pertaining to 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.).
- B. Consultation with Attorney on personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.)
- C. 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.)
- D. Consultation with Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.)
- E. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- F. 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.).
- G. 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.).
- H. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).
- I. Consultation with Attorney on personnel matters related to the COVID-19 pandemic (Section 551.074 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 Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 18th day of August 2021 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 are an individual with Limited English Proficiency (LEP) and need language assistance or 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."

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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>08/11/2021</u>
FINANCE COMMITTEE	____	MEETING DATE	<u>08/24/2021</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: 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 N/A
5. Staff Recommendation: Report only.
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



BOARD OF DIRECTORS MEETING FOR AUGUST 2021

HCRMA Board of Directors

S. David Deanda, Jr., Chairman

Forrest Runnels, Vice-Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Alonzo Cantu, Director

Paul S. Moxley, Director

Francisco "Frank" Pardo, Director

Joaquin Spamer, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

Eric Davila, PE, PMP, CCM, Chief Dev. Eng.

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

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Jose Castillo, Chief Financial Ofcr.

General Engineering Consultant

HDR ENGINEERING, INC.

**Report on HCRMA Program Management Activity
Chief Development Engineer – Eric Davila, PE, PMP, CCM**

► 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”



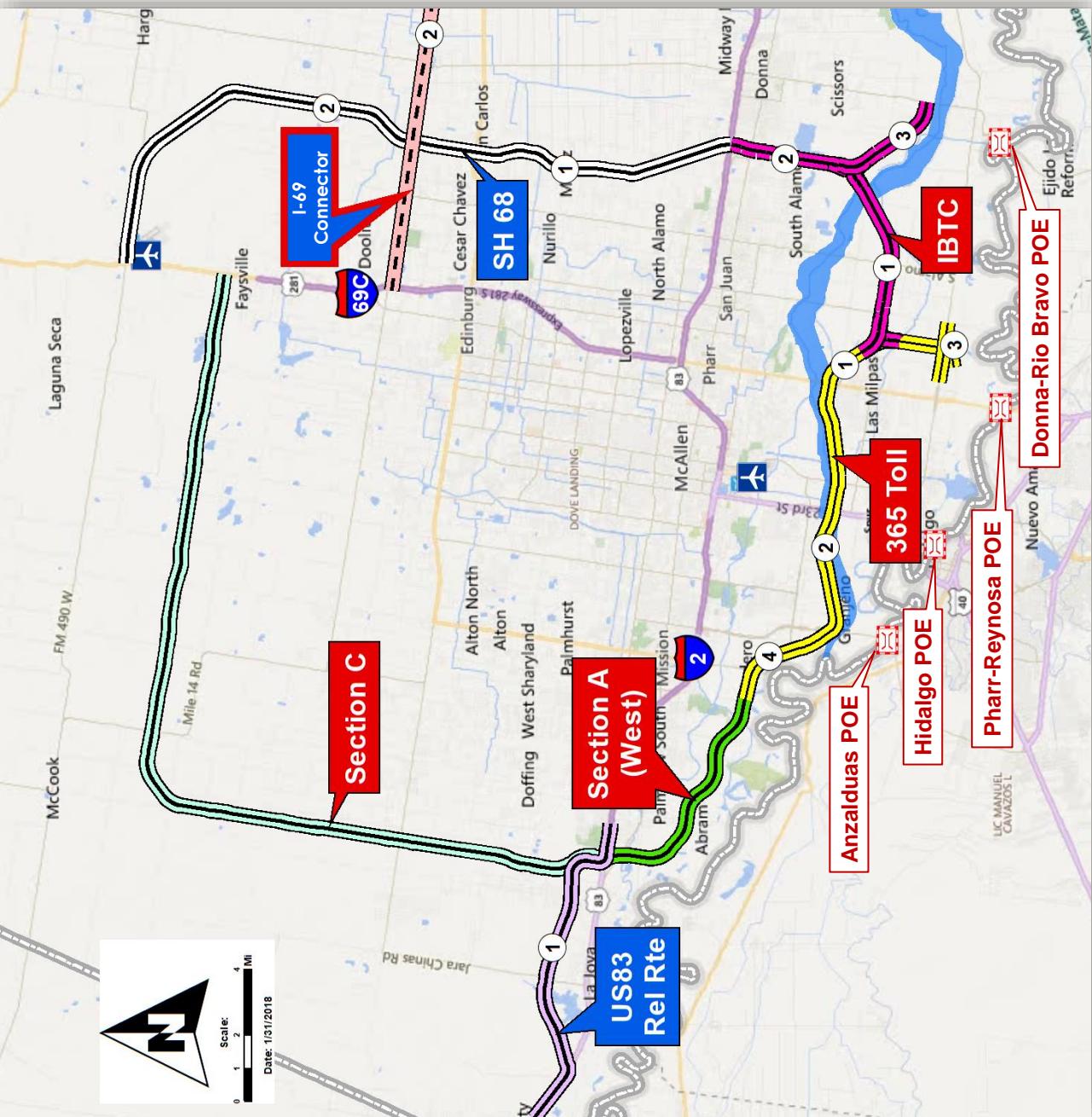
HCRMA STRATEGIC PLAN

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



HCRA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



SYSTEM WIDE

► Post 2021 UTP APPROVAL

□ Approval of 2021 UTP (Aug 2020)

- 365 Toll: gap-funded construction funding was budgeted in 2021 UTP Update in 12/2020. On 06/2021 a 2nd FAA was granted to assign the gap funding contingent upon successful contract execution and sale of toll revenue bonds.

- IBTC: funds listed under Cat 12 / TBD needs revised PDA and direction from TxDOT as to whether approved funding can be used for advanced planning (e.g. design, ROW, and/or utility) work.

□ What's in the RGVMPO (Local Plan)

- 365 Toll Project (TIP / MTP) thru construction
- IBTC Project (TIP / MTP) thru design (pending funding commitments for construction)

PDA – Project Development
Agreement
FAA – Financial Assistance
Agreement
TIP – Transportation
Improvement Program (Short
range)
MTP – Metropolitan
Transportation Plan (Long
Range)



365

TOLL



MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

98% ROW ACQUIRED

PH 1: 365 SEG. 3 –

LET: 08/2015

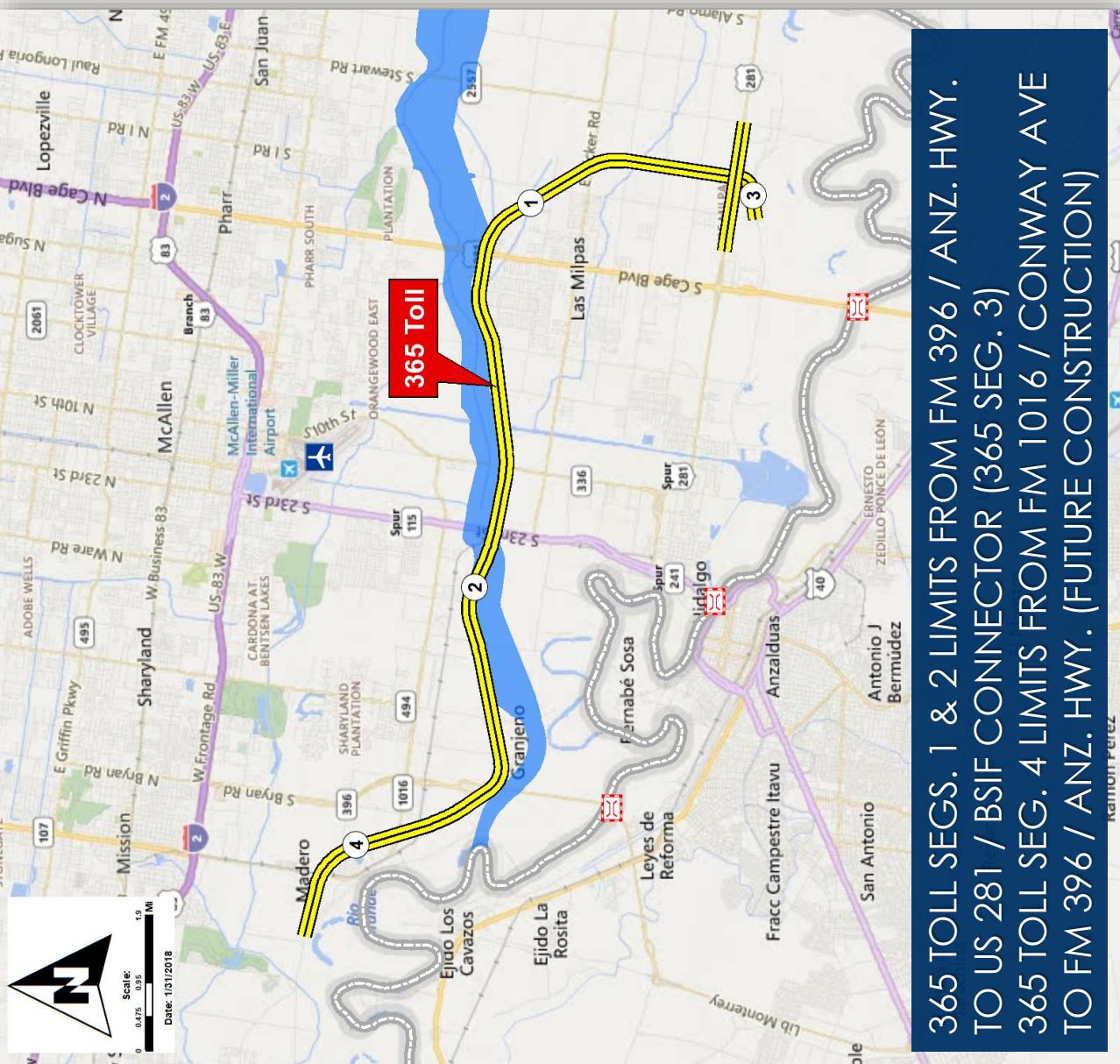
COMPLETED

PH 2: 365 TOLL

SEG. 1 & 2 –

RE-LET: 2021

5 <http://www.hcrma.net>



365

SCHEDULE:

- ❑ **12/2021**, TxDOT processes the Federal Project Authorization and Agreement (FPA) Modification for the geo funding on 365 Tollway,
- ❑ **03/2021**, TxDOT amended the Federal Project Authorization and Agreement (FPA) with FHWA,
- ❑ **06/2021**, TxC to read a Minute Order (M.O.) for a 2nd FAA to incorporate the geo funding into the project,
- ❑ **Early 08/2021**, TxDOT to provide “release to advertise” notice to HCRMA,
- ❑ **08/08/2021 - 10/13/2021**, HCRMA to advertise the 365 Toll (66 days), hold prebid 08/31/2021, and open bids 10/13/2021,
- ❑ **10/19/2021**, HCRMA Approves Award of Contract,
- ❑ **10/20/2021 - 10/22/2021**, HCRMA meets with rating agencies, prices bonds,
- ❑ **12/01/2021**, Receive TxDOT PHR/CST concurrence with award of contract,
- ❑ **12/14/2021**, HCRMA closes toll revenue bonds,
- ❑ **01/2022**, Commence 42-month construction, and
- ❑ **07/2025**, Open to traffic.

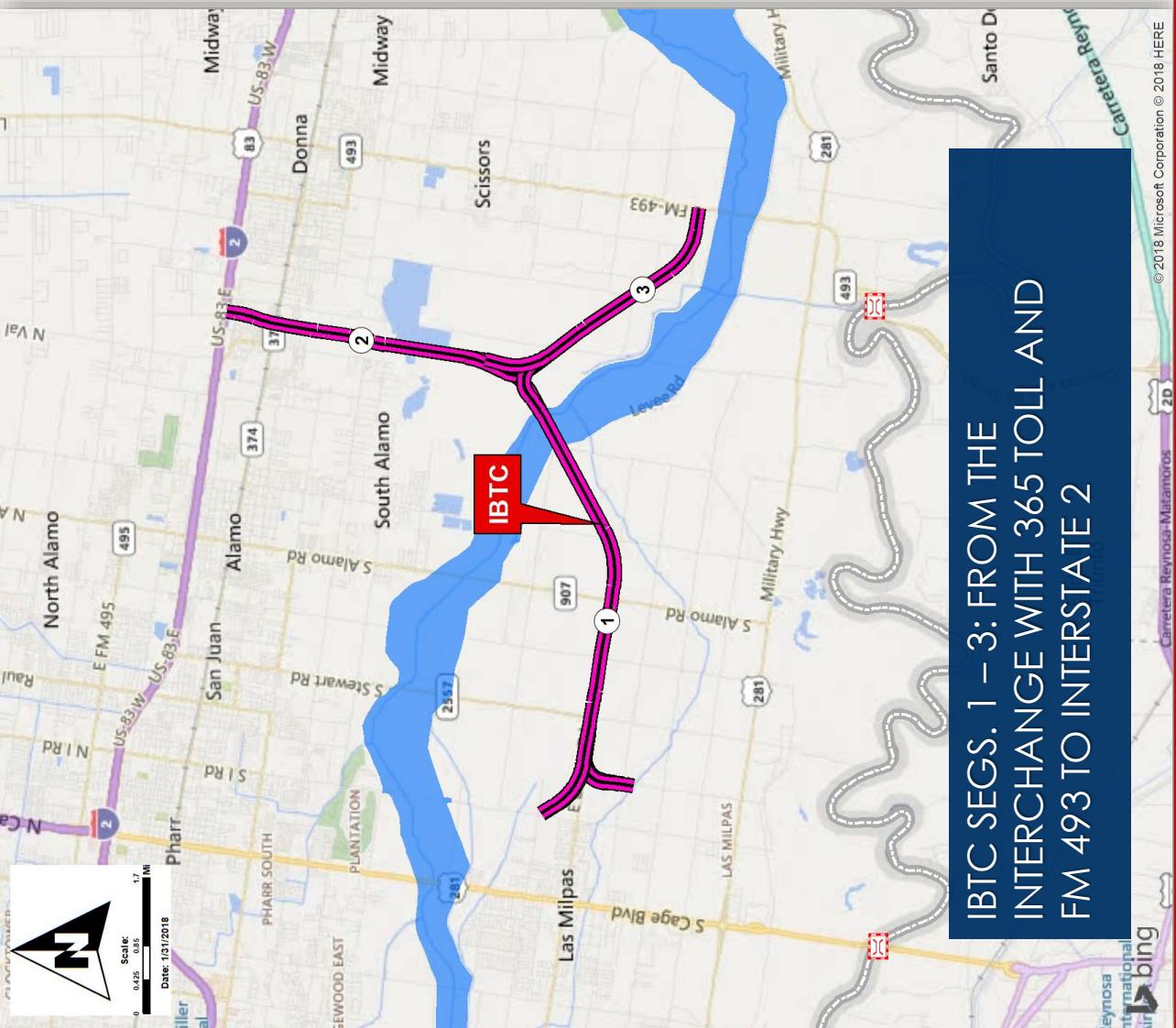
IBTC

MAJOR MILESTONES:

OBTAINED EA ENV
CLASSIF.: 11/2017

EST. NEPA CLEARANCE:
EARLY FALL 2021

EST. OPEN: EARLY 2026



IBTC SEGS. 1 – 3: FROM THE
INTERCHANGE WITH 365 TOLL AND
FM 493 TO INTERSTATE 2



International Bridge Trade Corridor (IBTC) (CSJ: 0921-02-142)

(From the Interchange with 365 Toll and FM 493 to Interstate 2)

CONSTRUCTION FROM 2023-2025

ADVANCE PLANNING

- Env.: Classification Letter and Scoping Toolkit Submitted Aug 2017
- Held IBTC Environmental Kick off with TxDOT PHR / ENV April 6, 2018.
- VRF UTP Matching Funds request processed at the HCMPO—pending adoption by TxDOT at State Level.
- All env. fieldwork complete: Waters of the US and Archeological trenching—Internal ROE efforts were instrumental to accelerating this work.
- Meeting held with EPA/TCEQ/TxDOT to discuss Donna Reservoir site for the Hazmat portion of the NEPA Document Oct 2018.
- Public Meeting took place at Donna High School March 29, 2019.
- All major milestone reports submitted and undergoing reviews: Project Description, Hazmat, Historic Resources, Public Meeting Summary Report, Waters of the US, and Archaeological Resources.
- Pending review / approval from TxDOT on: Noise Report, Archaeological Mitigation Plan, and CIC Report – so that final document can be submitted.

OTHER:

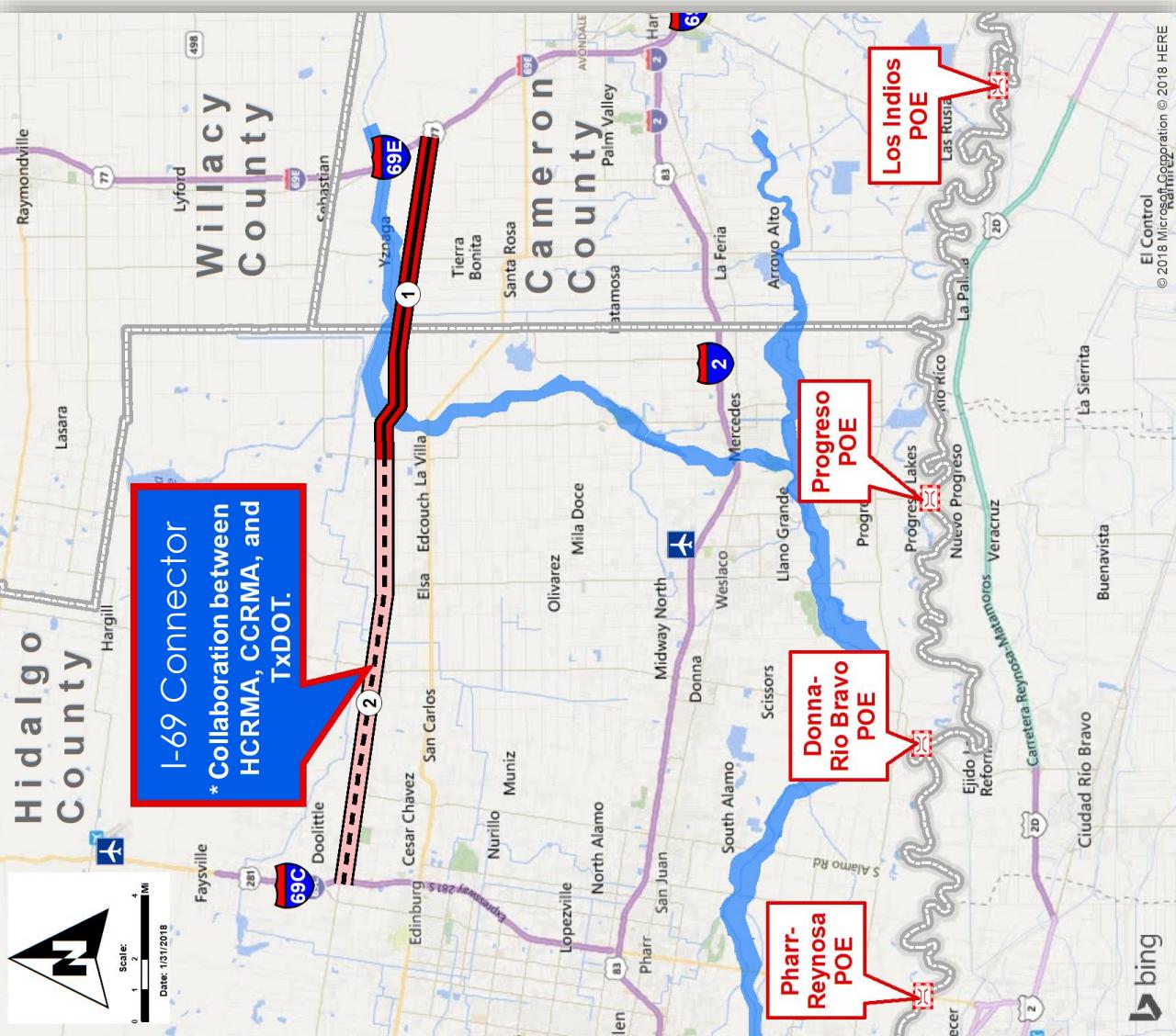
- Surveys (65% complete) – anticipate new survey pool procurement once TxDOT approves new federalized procurement procedures by end of Fall 2019.
- ROW Acquisition (5% complete)
- Utility Relo. (SUE 100%, coordination initiated, Overall 20%)
- Design (PS&E, 50% complete): On Hold

I-69 Connector

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

- ▲ PROJECT LENGTH ~27 MILES
- ▲ FROM I-69C IN HIDALGO COUNTY TO I-69-E IN CAMERON COUNTY
- ▲ KEY PARALLEL CORRIDOR TO I-2 WITH IMPORTANCE TO MOBILITY PROJECTS BY TXDOT, CCRMA AND HCRMA
- ▲ TXDOT COMMITTED SUPPLEMENTAL DEVELOPMENT AUTHORITY FUNDS FOR THE ENTIRE 27 MILE CORRIDOR AS AN EXPRESSWAY FACILITY.
- ▲ TXDOT HAS COMMITTED TO FUNDING THE DEVELOPMENT OF THE SCHEMATIC DESIGN AND ENVIRONMENTAL DOCUMENTS.
- ▲ FEASIBILITY STUDIES KICKED OFF WITH A STAKEHOLDER MEETING OCT 2019.
- ▲ PUBLIC MEETING ON FEASIBILITY STUDIES HELD DECEMBER 2019.



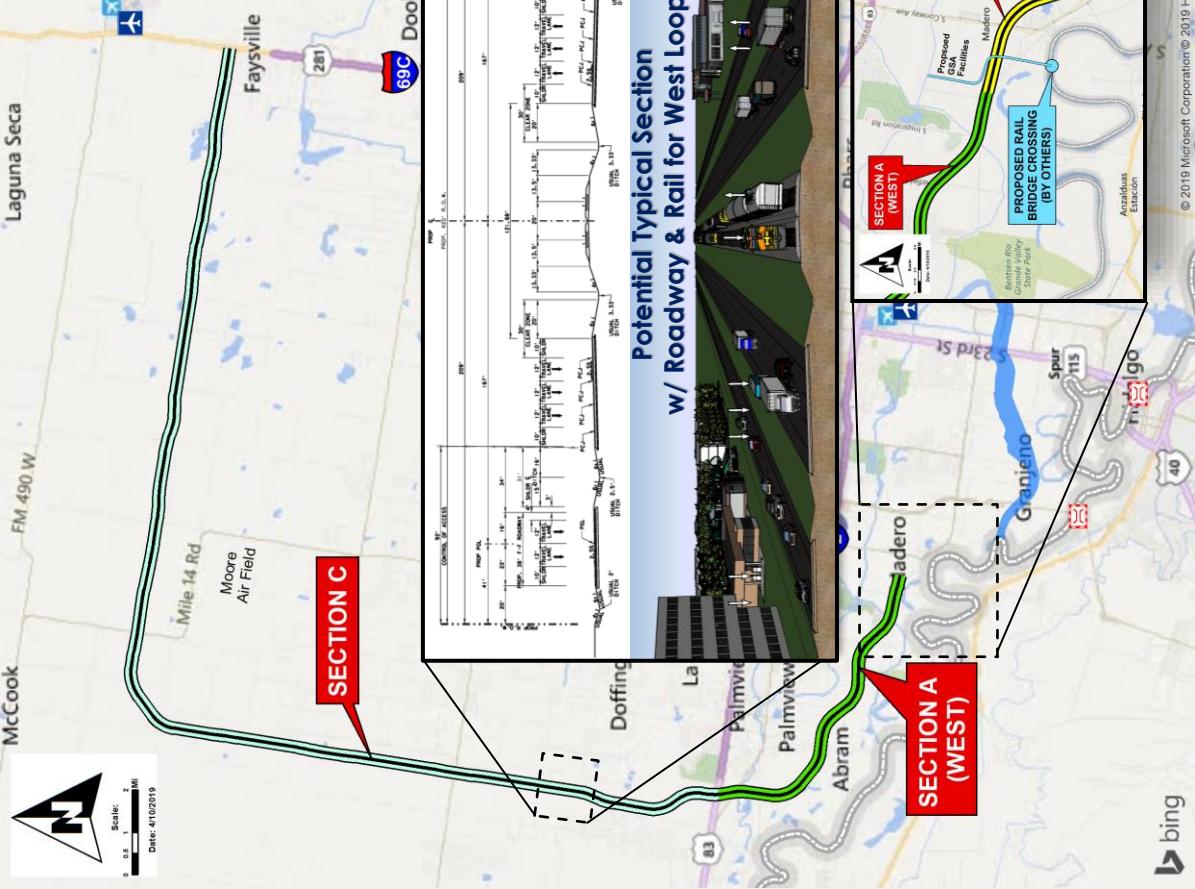
WEST LOOP

SECTION A(WEST) / SECTION C

*COMPLIMENTS PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING (BY OTHERS)

DESCRIPTION:

- COMBINED PROJECT LENGTH:
38 MILES FROM FM 1016 / CONWAY AVE (MISSION/MADERO) TO I-69C (NORTH EDINBURG)
- LIKELY TO BE CLASSIFIED AS AN ENVIRONMENTAL IMPACT STATEMENT (EIS) NEPA DOCUMENT (36 TO 48 MONTHS)—TO BE ENGAGED AFTER IBTC ENV.
- POTENTIAL FOR CLASS I RAIL WITHIN THE ROW PENDING DEVELOPMENTS FOR RAIL CROSSING IN MISSION AREA.
- INTERLOCAL AGREEMENT IN PLACE WITH CITY OF MISSION FOR HCRMA'S ASSISTANCE WITH ENVIRONMENTAL CLEARANCE EFFORTS.
- MARCH 2020 - HELD AN ILA KICK OFF MEETING WITH THE CITY OF MISSION TO BEGIN ALIGNING ENV. CLEARANCE EFFORTS WITH THE CITY'S INTENDED OVERALL PROJECT PLAN.
- MAY 2020 - HCRMA PROVIDED CITY OF MISSION W DRAFT SCOPES FOR ENV / TRAFFIC ENG. FOR THEIR PROPOSED ENV. CLEARANCE EFFORTS AT THE PROPOSED RAIL BRIDGE CROSSING.
- SEPTEMBER 2020 - TXDOT APPROVED CITY OF MISSION PROCUREMENT RULES TO ALIGN WITH THE "FEDERAL PROCESS"



► **OVERWEIGHT REPORT FOR PERIOD:
JAN 1, 2014 – JULY 31, 2021**

OW

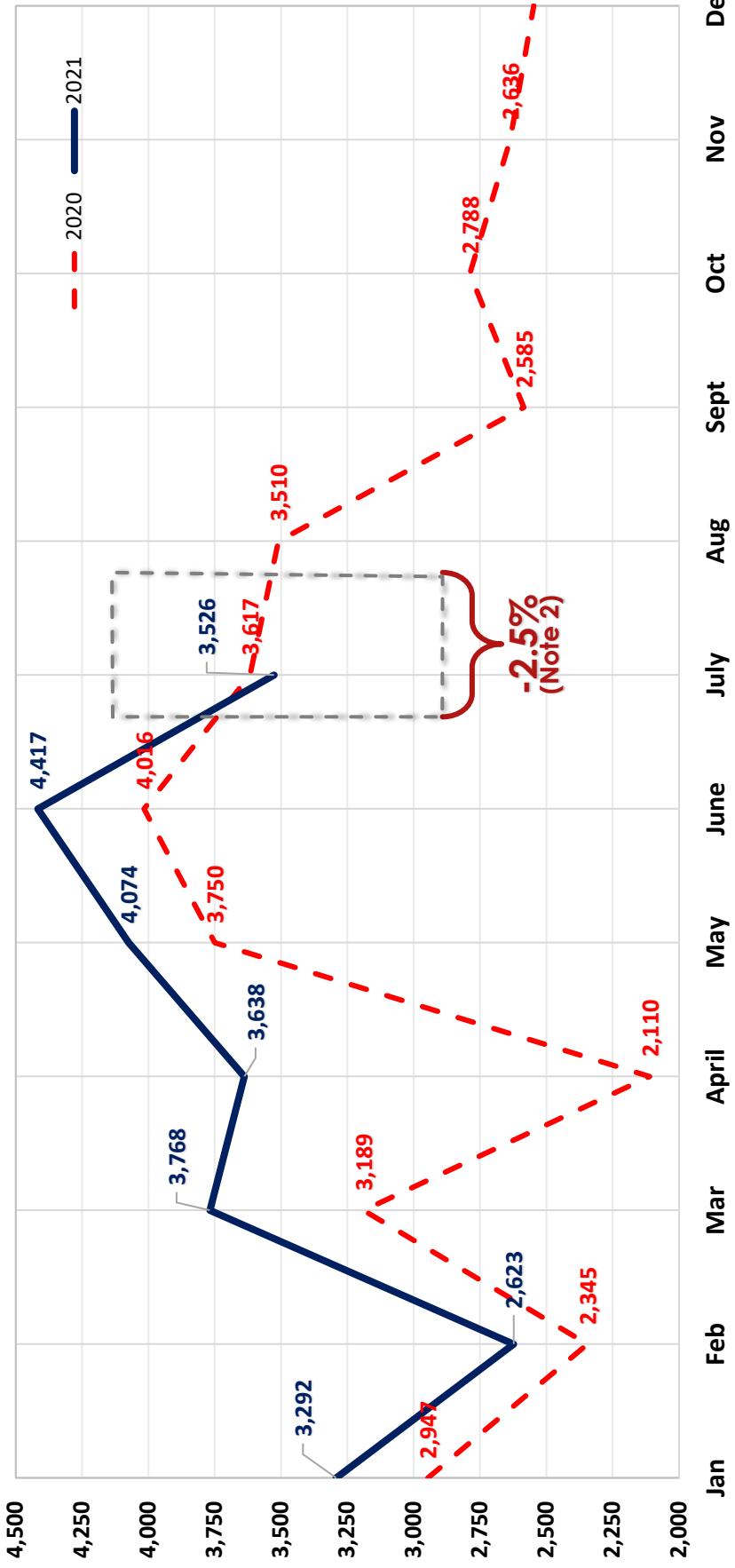
Total Permits Issued:	210,017
Total Amount Collected:	\$ 33,535,084
■ Convenience Fees:	\$ 695,484
■ Total Permit Fees:	\$ 32,839,600
– Pro Miles:	\$ 630,051
– TxDOT:	\$ 27,913,660
– HCRMA:	\$ 4,295,889

► **OVERWEIGHT REPORT FOR PERIOD:
JAN 1, 2021 – JULY 31, 2021**

OW

Total Permits Issued:	25,338
Total Amount Collected:	\$ 5,130,924
■ Convenience Fees:	\$ 63,324
■ Total Permit Fees:	\$ 5,067,600
– Pro Miles:	\$ 76,014
– TxDOT:	\$ 4,307,460
– HCRMA:	\$ 684,126

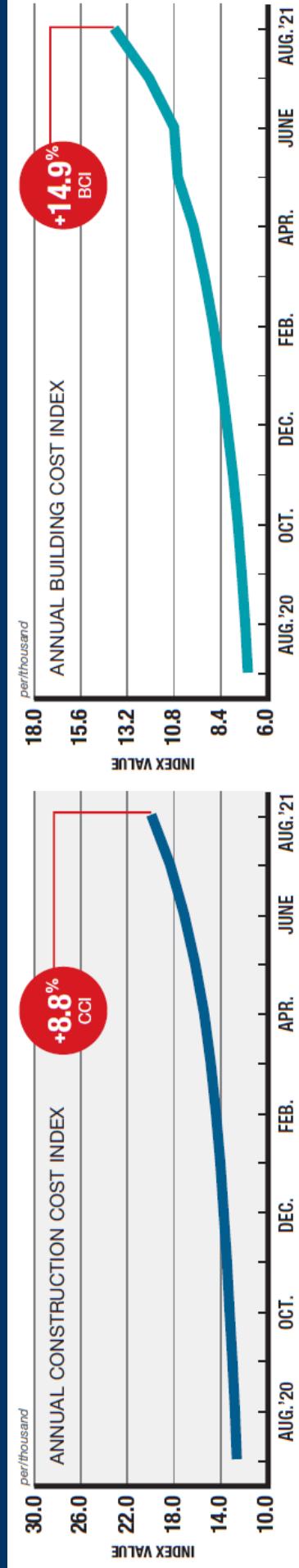
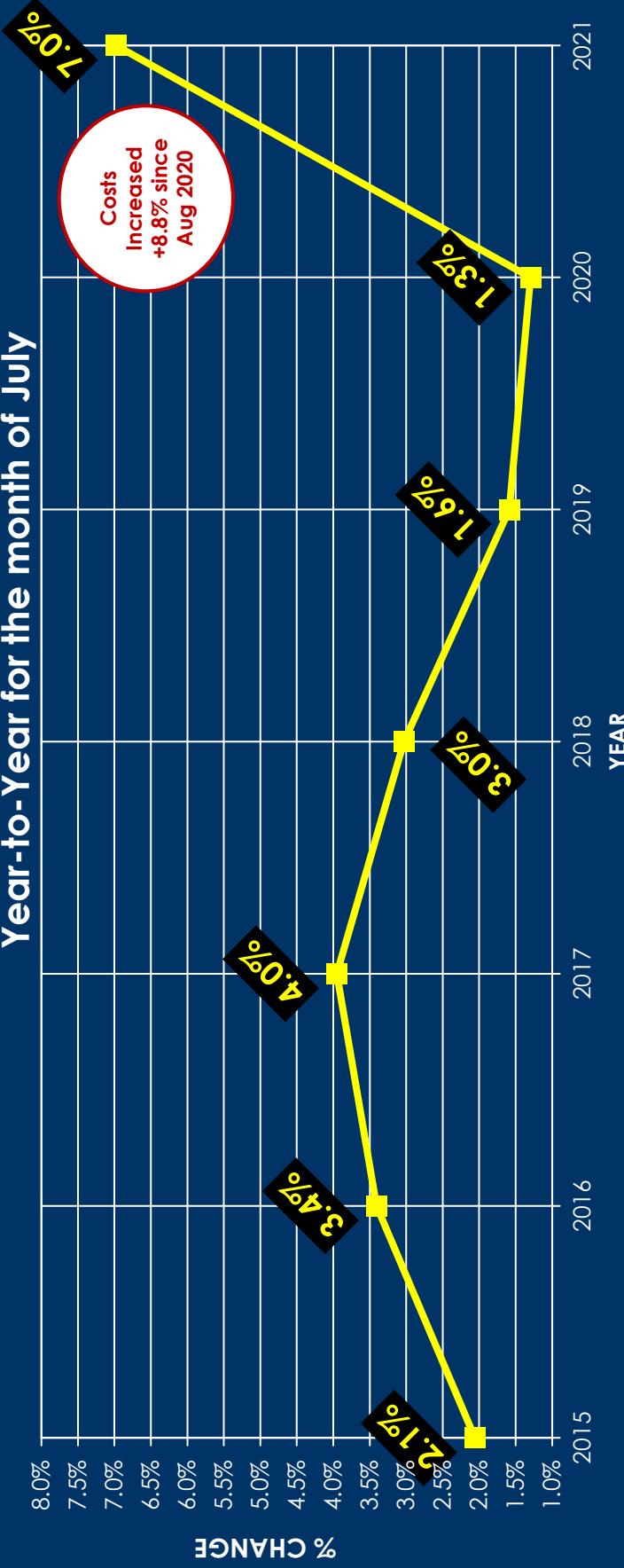
Overweight/Oversized Permit Count 2020 - 2021 Monthly Comparison



Notes:

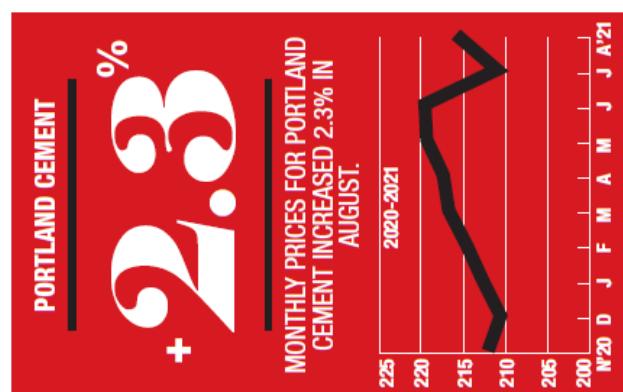
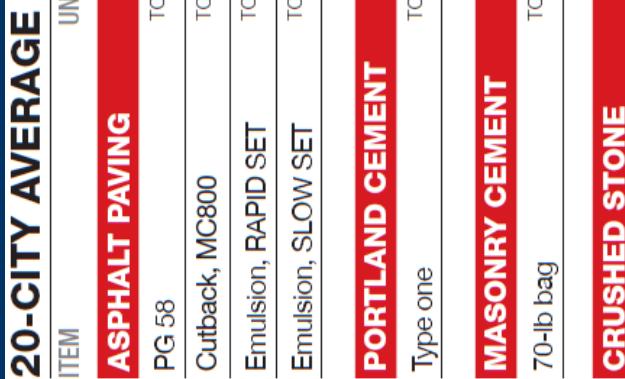
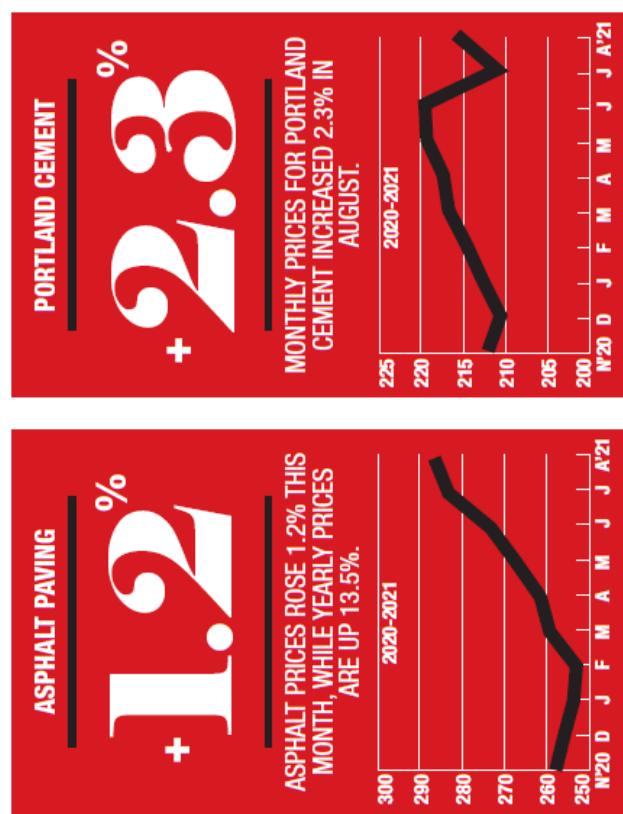
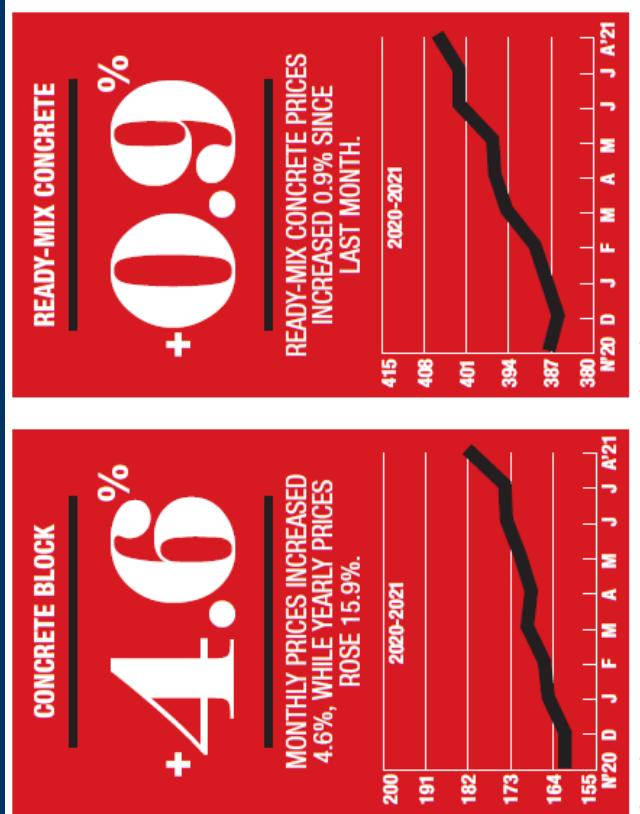
1. The permit count for 2020 (36,040) ended with a +6.7% increase compared to 2019 (33,790).
2. For the year 2021, the total monthly permit count of 3,526 represents an -2.5% decrease compared to the same month in 2020.

Construction Cost Index (CCI) Change (%) Year-to-Year for the month of July



► CONSTR. ECONOMICS AUG 2021

CE



20-CITY AVERAGE		ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING		PG 58	TON	444.50	+1.2	+13.5
Outback, MC800	TON	386.35	-0.2	+3.2		
Emulsion, RAPID SET	TON	360.78	0.0	+1.2		
Emulsion, SLOW SET	TON	372.95	+0.4	+1.5		
PORTLAND CEMENT		Type one	TON	150.48	+2.3	+1.3
MASONRY CEMENT		70-lb bag	TON	11.12	-0.6	+3.3
CRUSHED STONE		Base course	TON	13.60	+6.7	+7.9
Concrete course		TON	13.39	+13.4	+13.6	
Asphalt course		TON	14.29	+0.4	+3.8	
SAND		Concrete	TON	11.25	+3.0	+7.6
Masonry		TON	13.90	+2.2	+11.9	
READY-MIX CONCRETE		3,000 psi	CY	130.37	+0.9	+7.2
4,000 psi		CY	143.66	+0.6	+2.1	
5,000 psi		CY	182.94	-2.0	-5.4	
CONCRETE BLOCK		Normal weight: 8" x 8" x 16"	C	170.34	+4.6	+15.9
Lightweight: 8" x 8" x 16"		C	161.84	+1.4	-5.8	
12" x 8" x 16"		C	225.63	+10.4	+23.4	

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Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>1B</u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>08/13/21</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>08/24/21</u>
TECHNICAL COMMITTEE	<u> </u>		

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

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>08/12/21</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>08/24/21</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: APPROVAL OF MINUTES FOR REGULAR MEETING HELD JULY 27, 2021.
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 July 27, 2021.
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 July 27, 2021, 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 Workshop and Regular Meeting on **Tuesday, July 27, 2021**, 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:	S. David Deanda, Jr., Chairman Alonzo Cantu, Director Paul Moxley, Director Frank Pardo, Director Ezequiel Reyna, Jr., Secretary/Treasurer Joaquin Spamer, Director (Telephone)
Absent:	Forrest Runnels, Vice-Chairman
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Maria Alaniz, Administrative Assistant III Richard Cantu, Law Office of Richard Cantu, Legal Counsel Richard Ramirez, Hilltop Securities, Financial Advisor

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

CALL TO ORDER OF A WORKSHOP at 5:32 p.m.

1. Review of Quarterly Investment Report for Period Ending June 30, 2021 – HCRMA Staff.
Mr. Pilar Rodriguez reviewed the Quarterly Investment Report for Period Ending June 30, 2021.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

Chairman Deanda called the Regular Meeting to order at 5:36 p.m.

PUBLIC COMMENT

No Comments.

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.

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

- B. Report on 365 Tollway Project Financing Activities – Richard Ramirez, Hilltop Securities.

Mr. Richard Ramirez, Hilltop Securities, reported on the 365 Tollway Project Financing Activities. No action taken.

2. CONSENT AGENDA.

Motion by Alonzo Cantu, with a second by Ezequiel Reyna, to approve the Consent Agenda. Motion carried unanimously.

- A. Approval of Minutes for the Regular Meeting held June 22, 2021 and Special Board Meeting held July 5, 2021.
Approved the Minutes for the Regular Meeting held June 22, 2021 and Special Board Meeting held July 5, 2021.

- B. Approval of Project & General Expense Report for the period from June 5, 2021 to July 7, 2021.
Approved the Project & General Expense Report for the period from June 5, 2021 to July 7, 2021.

- C. Approval of Financial Reports for June 2021.
Approved the Financial Reports for June 2021.

- D. Approval of Quarterly Investment Report for the Period Ending June 30, 2021.
Approved the Quarterly Investment Report for the period ending June 30, 2021.

3. REGULAR AGENDA

- A. Resolution 2021 - 29 – Approval of One Year Extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority.

Motion by Alonzo Cantu, with a second by Ezequiel Reyna, to approve Resolution 2021-29— Approval of One Year Extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority. Motion carried unanimously.

- B. Resolution 2021 – 30 – Award of contract for the purchase of an emergency power generator for the Hidalgo County Regional Mobility Authority administrative facility from Waukesha-Pearce Industries utilizing BUYBOARD contract number 597-19.

Motion by Ezequiel Reyna, with a second by Frank Pardo, to approve Resolution 2021 -30 – Award of contract for the purchase of an emergency power generator for the Hidalgo County Regional Mobility Authority administrative facility from Waukesha-Pearce Industries utilizing BUYBOARD contract number 597-19 in the amount of \$47,543.00. Motion carried unanimously.

- C. Resolution 2021-31 – Approval of Hidalgo County Regional Mobility Authority's Quality Assurance Program.
Motion by Paul Moxley, with a second by Frank Pardo, to approve Resolution 2021-31 – Approval of Hidalgo County Regional Mobility Authority's Quality Assurance Program. Motion carried unanimously.

4. CHAIRMAN'S REPORT

- A. None.

5. TABLED ITEMS

Motion by Ezequiel Reyna, with a second by Frank Pardo, to remove Resolution 2020-23 from the table. Motion carried unanimously.

- A. Resolution 2021-23 – Approval of Work Authorization 6 to the Professional Services Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access.

Motion by Ezequiel Reyna, with a second by Frank Pardo, to approve Resolution 2021 -23 – Approval of Work Authorization 6 to the Professional Services Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access in the amount of \$440,070.95. Motion passed with four voting in favor and one against (Cantu). The Chair did not vote.

Motion by Ezequiel Reyna, with a second by Frank Pardo, to remove Resolution 2020-24 from the table. Motion carried unanimously.

- B. Resolution 2021 -24 – Approval of Contract Amendment 2 to the Professional Service Agreement with L&G Engineering to increase the maximum payable amount for Work Authorization Number 6.

Motion by Paul Moxley, with a second by Ezequiel Reyna, to approve Resolution 2021 -24 – Approval of Contract Amendment 2 to the Professional Service Agreement with L&G Engineering to increase the maximum payable amount for Work Authorization Number 6 for a revised maximum payable amount of \$5,937,334.87. Motion passed with four voting in favor and one against (Cantu). The Chair did not vote.

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)

Motion by Ezequiel Reyna, with a second by Frank Pardo, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 6A under Section 551.074 of the Texas Government Code at 6:38 pm. Motion carried unanimously.

Motion by Ezequiel Reyna, with a second by Frank Pardo, to reconvene the regular board meeting at 6:55 pm. Motion carried unanimously.

- 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 the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.).
No action taken.
- D. 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.
- E. Consultation with Attorney on legal issues pertaining to the 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.

- F. 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.

- G. 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.

- H. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).

No action taken.

- I. Consultation with Attorney on personnel matters related to the COVID-19 pandemic (Section 551.074 T.G.C.).

No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Ezequiel Reyna, with a second by Frank Pardo, to adjourn the meeting at 6:13 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**

X

**AGENDA ITEM
DATE SUBMITTED
MEETING DATE**

2B
08/17/21
08/24/21

1. Agenda Item: APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM JULY 8, 2021 TO AUGUST 6, 2021
2. Nature of Request: (Brief Overview) Attachments: Yes No

Consideration and approval of project and general expense report for the period from July 8, 2021 to August 6, 2021
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

General Account	\$ 138,108.30
Disbursement Account	\$ 102,551.95
VRF Series 2020A	\$ 656.25
Total Project Expenses for Reporting Period	\$ 241,316.50

Fund Balance after Expenses \$ 8,863,158.62

5. Staff Recommendation: **Motion to approve the project and general expense report for the July 8, 2021 to August 6, 2021, as presented.**

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

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

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

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

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

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

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

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



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: August 17, 2021
Re: **Expense Report for the Period from July 8, 2021 to August 6, 2021**

Attached is the expense report for the period commencing on July 8, 2021 to August 6, 2021.

Expenses for the General Account total \$138,108.30, Disbursement Account total \$102,551.95 and the VRF Series 2020A Account is \$656.26. The aggregate expense for the reporting period is \$241,316.50.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$241,316.50.**

This leaves a fund balance (all funds) after expenses of \$8,863,158.62.

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



July 8 - Aug 6
August 2021

Plains Capital 41

Wages & Benefits

	Make Check Payable to	Date Work Performed	Amount
	City of Pharr	July 2021 \$	106,989.71
	Office Depot	July \$	179.19
	Office Depot	July \$	69.99
	A-Fast Delivery, LLC	July 2021 \$	148.00
	Copy Zone	July 2021 \$	660.78
	Bracewell, LLP	July 2021 \$	3,270.25
	Escobedo & Cardenas, LLP	July 2021 \$	150.00
	Pathfinder Public Affairs	July 2021 \$	10,000.00
Accounting Fees	City of Pharr	July 2021 \$	205.00
Rent	City of Pharr	August 2021 \$	4,480.00
	City of Pharr	July 2021 \$	4,305.00
	City of Pharr	8/1/21-8/31/21 \$	655.00
	Xerox	8/1/2021-8/31/2021 \$	194.05
Professional Services	Pena Designs	July 2021 \$	200.00
	HilltopSecurities, Inc.	June 2021 \$	2,500.00
	Environmental Systems Research Institute, Inc.	8/1/2021-7/31/2022 \$	1,500.00
	San Miguel Lawn Care Services	8/12/2021 \$	465.00
	Credit Card Services	7/04/2021-8/02/2021 \$	225.00
	Credit Card Services	7/04/2021-8/02/2021 \$	1,195.01
	Credit Card Services	7/04/2021-8/02/2021 \$	716.32
		\$	138,108.30

Wilmington Trust 45/Capital Projects

Legal Fees

	Bracewell, LLP	July 2021 \$	13,720.00
	Escobedo & Cardenas, LLP	July 2021 \$	4,312.50
	Blanton & Associates, Inc.	4/1/21-07/31/21 \$	3,941.94
	Blanton & Associates, Inc.	7/1/21-7/31/21 \$	2,481.31
	HDR Engineering, Inc.	6/27/21-7/31/21 \$	12,862.09
	HDR Engineering, Inc.	6/27/21-7/31/21 \$	14,055.00
	HDR Engineering, Inc.	6/27/21-7/31/21 \$	9,397.04
	HDR Engineering, Inc.	6/24/21-7/31/21 \$	39,714.07
	Top Cut Lawn Care Inc.	8/3/2021 \$	648.00
	San Miguel Lawn Care Services	8/14/2021 \$	625.00
	San Miguel Lawn Care Services	8/09/2021 \$	795.00
		\$	102,551.95

Wilmington Trust 46/VRF Series 2020A

	Sendero Acquisition, LP	Thru 7/31/2021 \$	656.25
		\$	656.25

Sub Total - General -41 \$ **138,108.30**

Sub Total - Projects -45 \$ **102,551.95**

Sub Total - 46 \$ **656.25**

Total **\$ 241,316.50**

Approved:

S. David Deanda, Jr., Chairman

Recommend Approval:

Pilar Rodriguez, Executive Director

Approved:

Ezequiel Reyna, Jr., Secretary/Treasurer

Date:

8/24/2021

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2C
08/13/21
08/24/21

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF JULY 2021.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and approval of financial report for the month of July 2021.
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 July 2021, 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 JUL 31, 2021

ASSETS		
CURRENT ASSETS		
Cash	\$	87,135
Investment-Cap Projects nonrestricted		25,958
Pool Investments		3,072,727
Promises-Prepaid/Escrow Overweight Permit Fees		112,582
Accounts Receivable - VR Fees		596,710
Prepaid expense		1,271
Prepaid bond insurances		<u>309,595</u>
Total Current Assets		<u>4,205,978</u>
RESTRICTED ASSETS		
Construction 2020A Series		5,591,920
Investment-2020 debt service		814,277
Investment-debt service		901,977
Investment-debt service jr lien		<u>6,663,809</u>
Total Restricted Assets		<u>13,971,983</u>
CAPITAL ASSETS		
Land-environmental		441,105
Leasehold improvements		266,776
Office equipment/other		33,136
Construction in progress		127,588,194
Accumulated depreciation		<u>(56,858)</u>
Total Capital Assets		<u>128,272,353</u>
DEFERRED OUTFLOW OF RESOURCES		
Deferred charges on refunding		<u>6,153,048</u>
Total Deferred Outflows		<u>6,153,048</u>
TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES		
	<u>\$</u>	<u>152,603,362</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable-City of Pharr	\$	111,295
Unearned Revenue - Overweight Permit Escrow		112,582
Current Portion of Bond Premium 2013		53,223
Current Portion of Bond Premium 2020A		<u>45,256</u>
Total Current Liabilities		<u>322,356</u>
RESTRICTED LIABILITIES		
Current Portion of Long-Term 2020 Debt		805,000
Current Portion of Long-Term Debt 2013		<u>1,305,000</u>
Total Restricted Liabilities		<u>2,110,000</u>
LONG-TERM LIABILITIES		
2013 VRF Bonds Payable		2,785,000
2020 Series A Bonds Payable		9,870,000
2020 Series B Bonds Payable		57,210,000
Jr Lien Bonds		22,975,440
Bond premium 2013VRF		106,987
Bond premium 2020A		<u>1,301,108</u>
Total Long-Term Liabilities		<u>94,248,535</u>
Total Liabilities		<u>96,680,891</u>
NET POSITION		
Investment in Capital Assets, Net of Related Debt		43,560,307
Restricted for		
Debt Service		6,270,063
Unrestricted		<u>6,092,101</u>
Total Net Position		<u>55,922,471</u>
TOTAL LIABILITIES AND NET POSITION		
	<u>\$</u>	<u>152,603,362</u>



Pharr, TX

Balance Sheet
Account Summary
As Of 07/31/2021

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
<u>41-1-1100-000</u>	GENERAL OPERATING	87,135.24
<u>41-1-1102-000</u>	POOL INVESTMENTS	3,072,726.60
<u>41-1-1113-000</u>	ACCOUNTS RECEIVABLES-VR FEES	596,709.54
<u>41-1-1113-100</u>	PROMILES-PREPAID/ESCROW OVERWE	112,581.56
<u>41-1-1117-000</u>	LEASEHOLD IMPROVEMENTS	266,776.38
<u>41-1-1118-000</u>	CONSTRUCTION IN PROGRESS	127,588,193.87
<u>41-1-1119-001</u>	LAND-ENVIRONMENTAL	441,105.00
<u>41-1-1121-000</u>	FURNITURE & FIXTURES	24,529.90
<u>41-1-1122-000</u>	COMPUTER EQUIP/SOFTWARE	8,606.51
<u>41-1-1123-000</u>	ACCUMULATED DEPRECIATION	-56,857.53
<u>41-1-1601-000</u>	PREPAID EXPENSE	1,271.08
<u>41-1-1700-001</u>	DEFERRED CHARGES ON REFUNDING	6,153,048.16
<u>41-1-1700-010</u>	DEFERRED CHARGES ON BOND INSURANC	309,594.70
	Total Assets:	138,605,421.01
		<u>138,605,421.01</u>
Liability		
<u>41-2-1212-001</u>	A/P CITY OF PHARR	111,294.71
<u>41-2-1213-009</u>	CURRENT-UNAMORTIZED PREMIUM	53,223.39
<u>41-2-1213-010</u>	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
<u>41-2-1213-012</u>	BONDS PAYABLE CURRENT- 2020B	805,000.00
<u>41-2-1213-100</u>	UNEARNED REV.-OVERWEIGHT	112,581.56
<u>41-2-1214-001</u>	BONDS PAYABLE-CURRENT	1,305,000.00
<u>41-2-1214-002</u>	BONDS PAYABLE-LONG TERM PORTIO	2,785,000.00
<u>41-2-1214-003</u>	UNAMORTIZED PREMIUM ON BOND	106,986.78
<u>41-2-1214-004</u>	UNAMORTIZED PREM- 2020A	1,301,107.70
<u>41-2-1214-010</u>	LONG TERM BONDS- JR LIEN	22,975,440.14
<u>41-2-1214-011</u>	LONG TERM BONDS- 2020A	9,870,000.00
<u>41-2-1214-012</u>	LONG TERM BONDS- 2020B	57,210,000.00
	Total Liability:	96,680,890.20
		<u>96,680,890.20</u>
Equity		
<u>41-3-3400-000</u>	FUND BALANCE	41,689,825.95
	Total Beginning Equity:	41,689,825.95
Total Revenue		4,984,748.94
Total Expense		4,750,044.08
Revenues Over/Under Expenses		234,704.86
	Total Equity and Current Surplus (Deficit):	41,924,530.81
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>138,605,421.01</u>



Pharr, TX

Budget Report

Account Summary

For Fiscal: 2021 Period Ending: 07/31/2021

Fund: 41 - HCRMA-GENERAL**Revenue**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Variance Percent Remaining
<u>41-4-1504-000</u>	VEHICLE REGISTRATION FEES	6,500,000.00	6,500,000.00	596,710.00	4,317,410.00	-2,182,590.00	33.58 %
<u>41-4-1505-005</u>	PROMILES-OW/OS PERMIT FEES	1,000,000.00	1,000,000.00	90,288.00	666,225.00	-333,775.00	33.38 %
<u>41-4-1506-000</u>	INTEREST REVENUE	15,000.00	15,000.00	129.57	1,113.94	-13,886.06	92.57 %
	Revenue Total:	7,515,000.00	7,515,000.00	687,127.57	4,984,748.94	-2,530,251.06	33.67 %

Expense

<u>41-52900-1100-000</u>	SALARIES	538,184.00	538,184.00	51,450.40	286,175.85	252,008.15	46.83 %
<u>41-52900-1104-000</u>	OVERTIME	500.00	500.00	64.43	124.04	375.96	75.19 %
<u>41-52900-1105-000</u>	FICA	45,608.00	45,608.00	2,971.47	21,010.12	24,597.88	53.93 %
<u>41-52900-1106-000</u>	HEALTH INSURANCE	29,000.00	29,000.00	2,473.00	14,598.44	14,401.56	49.66 %
<u>41-52900-1115-000</u>	EMPLOYEES RETIREMENT	45,608.00	45,608.00	3,806.57	20,746.49	24,861.51	54.51 %
<u>41-52900-1116-000</u>	PHONE ALLOWANCE	6,300.00	6,300.00	588.45	3,138.40	3,161.60	50.18 %
<u>41-52900-1117-000</u>	CAR ALLOWANCE	22,800.00	22,800.00	1,800.00	9,600.00	13,200.00	57.89 %
<u>41-52900-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	5.36	37.52	-37.52	0.00 %
<u>41-52900-1178-000</u>	ADMIN FEE	9,750.00	9,750.00	1,125.00	6,000.00	3,750.00	38.46 %
<u>41-52900-1179-000</u>	CONTINGENCY	28,400.00	28,400.00	0.00	0.00	28,400.00	100.00 %
<u>41-52900-1200-000</u>	OFFICE SUPPLIES	12,000.00	12,000.00	239.02	2,517.91	9,482.09	79.02 %
<u>41-52900-1603-000</u>	BUILDING REMODEL	70,000.00	70,000.00	3,230.00	3,984.74	66,015.26	94.31 %
<u>41-52900-1604-000</u>	MAINTENANCE & REPAIR	25,000.00	25,000.00	0.00	15,810.46	9,189.54	36.76 %
<u>41-52900-1605-000</u>	JANITORIAL	1,000.00	1,000.00	0.00	7.79	992.21	99.22 %
<u>41-52900-1606-000</u>	UTILITIES	2,800.00	2,800.00	246.89	1,481.34	1,318.66	47.10 %
<u>41-52900-1607-000</u>	CONTRACTUAL ADM/IT SERVICES	8,500.00	8,500.00	655.00	3,785.00	4,715.00	55.47 %
<u>41-52900-1610-000</u>	DUES & SUBSCRIPTIONS	15,000.00	15,000.00	294.00	13,311.09	1,688.91	11.26 %
<u>41-52900-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	0.00	115.16	384.84	76.97 %
<u>41-52900-1611-000</u>	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	282.50	1,142.00	1,358.00	54.32 %
<u>41-52900-1620-000</u>	GENERAL LIABILITY	3,000.00	3,000.00	0.00	2,902.60	97.40	3.25 %
<u>41-52900-1621-000</u>	INSURANCE-E&O	1,500.00	1,500.00	0.00	1,465.10	34.90	2.33 %
<u>41-52900-1622-000</u>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00	100.00 %
<u>41-52900-1623-000</u>	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	3,167.36	-2,667.36	-533.47 %
<u>41-52900-1623-001</u>	INSURANCE-OTHER	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>41-52900-1623-002</u>	INSURANCE- CYBERSECURITY	2,500.00	2,500.00	0.00	3,200.22	-700.22	-28.01 %
<u>41-52900-1630-000</u>	BUSINESS MEALS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-52900-1640-000</u>	ADVERTISING	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<u>41-52900-1650-000</u>	TRAINING	8,000.00	8,000.00	0.00	3,087.00	4,913.00	61.41 %
<u>41-52900-1660-000</u>	TRAVEL	10,000.00	10,000.00	663.99	703.37	9,296.63	92.97 %
<u>41-52900-1662-000</u>	PRINTING & PUBLICATIONS	8,000.00	8,000.00	663.45	2,212.56	5,787.44	72.34 %
<u>41-52900-1703-000</u>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>41-52900-1705-000</u>	ACCOUNTING FEES	30,000.00	30,000.00	205.00	27,980.00	2,020.00	6.73 %
<u>41-52900-1710-000</u>	LEGAL FEES	65,000.00	65,000.00	6,280.00	20,945.00	44,055.00	67.78 %
<u>41-52900-1710-001</u>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	70,000.00	50,000.00	41.67 %
<u>41-52900-1712-000</u>	FINANCIAL CONSULTING FEES	4,000.00	4,000.00	0.00	1,505.00	2,495.00	62.38 %
<u>41-52900-1712-001</u>	INSURANCE CONSULTANT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>41-52900-1715-000</u>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	31,360.00	22,640.00	41.93 %
<u>41-52900-1715-001</u>	RENT-OFFICE EQUIPMENT	8,500.00	8,500.00	683.21	4,099.26	4,400.74	51.77 %
<u>41-52900-1715-002</u>	RENT-OTHER	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-52900-1716-000</u>	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	1,400.00	1,000.00	41.67 %
<u>41-52900-1731-000</u>	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-52900-1732-000</u>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>41-52900-1850-000</u>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>41-52900-1899-000</u>	NON-CAPITAL	10,000.00	10,000.00	790.00	1,900.00	8,100.00	81.00 %
<u>41-52900-1999-003</u>	TRANSFER OUT TO DEBT	1,496,450.00	1,496,450.00	124,703.24	874,922.68	621,527.32	41.53 %

Budget Report

For Fiscal: 2021 Period Ending: 07/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Variance Percent Remaining
41-52900-1999-005	TRANS OUT DEB-JR LIEN	1,126,162.00	1,126,162.00	0.00	1,126,162.00	0.00	0.00 %
41-52900-1999-006	TRANS OUT- 2020 DEBT SVC	2,470,095.00	2,470,095.00	205,841.20	1,440,888.40	1,029,206.60	41.67 %
41-52900-1999-009	TRANSFER OUT-CAPITAL PROJ	700,000.00	700,000.00	40,000.00	379,000.00	321,000.00	45.86 %
41-53000-1100-000	SALARIES	496,536.00	496,536.00	21,015.22	116,749.50	379,786.50	76.49 %
41-53000-1104-000	OVERTIME	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
41-53000-1105-000	FICA	44,968.00	44,968.00	1,625.09	8,912.12	36,055.88	80.18 %
41-53000-1106-000	HEALTH INSURANCE	25,000.00	25,000.00	1,236.50	7,652.38	17,347.62	69.39 %
41-53000-1115-000	EMPLOYEES RETIREMENT	44,968.00	44,968.00	1,692.39	9,383.23	35,584.77	79.13 %
41-53000-1116-000	PHONE ALLOWANCE	9,600.00	9,600.00	276.90	1,476.80	8,123.20	84.62 %
41-53000-1117-000	CAR ALLOWANCE	43,200.00	43,200.00	830.76	4,430.72	38,769.28	89.74 %
41-53000-1122-000	EAP- ASSISTANCE PROGRAM	0.00	0.00	2.68	18.76	-18.76	0.00 %
41-53000-1178-000	ADMN FEE	15,600.00	15,600.00	450.00	2,400.00	13,200.00	84.62 %
41-53000-1179-000	CONTINGENCY	27,992.00	27,992.00	0.00	0.00	27,992.00	100.00 %
41-53000-1200-000	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	34.99	1,465.01	97.67 %
41-53000-1201-000	SMALL TOOLS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
41-53000-1608-000	UNIFORMS	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
41-53000-1610-000	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	0.00	740.00	1,260.00	63.00 %
41-53000-1610-001	SUBSCRIPTIONS - SOFTWARE	7,000.00	7,000.00	0.00	8,655.07	-1,655.07	-23.64 %
41-53000-1611-000	POSTAGE/FEDEX/COURTIER	500.00	500.00	0.00	15.90	484.10	96.82 %
41-53000-1640-000	ADVERTISING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
41-53000-1650-000	TRAINING	5,000.00	5,000.00	100.00	890.00	4,110.00	82.20 %
41-53000-1660-000	TRAVEL	5,000.00	5,000.00	430.00	430.00	4,570.00	91.40 %
41-53000-1715-000	RENT CONSTRUCTION OFFICE	2,700.00	2,700.00	0.00	0.00	2,700.00	100.00 %
41-53000-1715-001	RENTAL - OFFICE EQUIPMENT	0.00	0.00	194.05	2,041.56	-2,041.56	0.00 %
41-53000-1715-002	RENT-OTHER	500.00	500.00	0.00	0.00	500.00	100.00 %
41-53000-1850-000	CAPITAL OUTLAY	62,500.00	62,500.00	0.00	7,810.04	54,689.96	87.50 %
41-53000-1899-000	NON-CAPITALIZED	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
41-54000-1100-000	SALARIES	426,970.00	426,970.00	15,573.57	87,783.03	339,186.97	79.44 %
41-54000-1104-000	OVERTIME	500.00	500.00	0.00	0.00	500.00	100.00 %
41-54000-1105-000	FICA	36,480.00	36,480.00	1,227.60	6,845.39	29,634.61	81.24 %
41-54000-1106-000	HEALTH INSURANCE	16,800.00	16,800.00	618.25	3,976.07	12,823.93	76.33 %
41-54000-1115-000	EMPLOYEES RETIREMENT	36,480.00	36,480.00	1,265.52	7,110.83	29,369.17	80.51 %
41-54000-1116-000	PHONE ALLOWANCE	4,800.00	4,800.00	138.45	738.40	4,061.60	84.62 %
41-54000-1117-000	CAR ALLOWANCE	21,600.00	21,600.00	830.76	4,430.72	17,169.28	79.49 %
41-54000-1122-000	EAP- ASSISTANCE PROGRAM	0.00	0.00	1.34	9.38	-9.38	0.00 %
41-54000-1178-000	ADMN FEE	7,800.00	7,800.00	225.00	1,200.00	6,600.00	84.62 %
41-54000-1179-000	CONTINGENCY	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00 %
41-54000-1200-000	OFFICE SUPPLIES	500.00	500.00	0.00	277.52	222.48	44.50 %
41-54000-1610-000	DUES & SUBSCRIPTIONS	2,500.00	2,500.00	7,895.00	8,133.00	-5,633.00	-225.32 %
41-54000-1610-001	SUBSCRIPTIONS-SOFTWARE	69,000.00	69,000.00	4,720.04	55,309.09	13,690.91	19.84 %
41-54000-1611-000	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	0.00	100.00	100.00 %
41-54000-1640-000	ADVERTISING	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
41-54000-1650-000	TRAINING	3,000.00	3,000.00	0.00	300.00	2,700.00	90.00 %
41-54000-1660-000	TRAVEL	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
41-54000-1850-000	CAPITAL OUTLAY	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
41-54000-1899-000	NON-CAPITALIZED	16,100.00	16,100.00	0.00	0.00	16,100.00	100.00 %
41-58000-1604-001	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	465.00	1,395.00	1,605.00	53.50 %
41-58000-1606-002	UTILITIES - BSIF	1,000.00	1,000.00	65.90	407.68	592.32	59.23 %
Expense Total:		8,554,251.00	8,554,251.00	524,622.20	4,750,044.08	3,804,206.92	44.47 %
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):		-1,039,251.00	-1,039,251.00	162,505.37	234,704.86	1,273,955.86	122.58 %
Report Surplus (Deficit):		-1,039,251.00	-1,039,251.00	162,505.37	234,704.86	1,273,955.86	122.58 %



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 7/1/2021 - 7/31/2021

8/18/2021

Bank Statement

		General Ledger	
Beginning Balance	147,660.93	Account Balance	87,135.24
Plus Debits	727,307.56	Less Outstanding Debits	0.00
Less Credits	770,072.90	Plus Outstanding Credits	17,760.35
Adjustments	0.00	Adjustments	0.00
Ending Balance	104,895.59	Adjusted Account Balance	104,895.59
		Statement Ending Balance	104,895.59
		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
07/31/2021	<u>DEPOSIT 073121</u>	Deposit	FUND 41- PROMILES	22,086.00
07/31/2021	<u>DEPOSIT 073121</u>	Deposit	FUND 41- PROMILES	170,680.00
07/31/2021	<u>DEPOSIT 073121</u>	Deposit	FUND 41- PROMILES	21,060.00
07/31/2021	<u>DEPOSIT 073121</u>	Deposit	FUND 41- PROMILES	20,034.00
Total Cleared Deposits (4)				233,860.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
06/23/2021	<u>2526</u>	Check	ALLTERRA CENTRAL, INC.	-10,210.04
Total Cleared Checks (1)				-10,210.04

Cleared Other

Item Date	Reference	Item Type	Description	Amount
07/31/2021	<u>DFT0003940</u>	Bank Draft	CITY OF PHARR	-78,391.16
07/31/2021	<u>DFT0003941</u>	Bank Draft	CITY OF PHARR	-205.00
07/31/2021	<u>DFT0003942</u>	Bank Draft	CITY OF PHARR	-4,480.00
07/31/2021	<u>DFT0003943</u>	Bank Draft	CITY OF PHARR	-4,305.00
07/31/2021	<u>DFT0003944</u>	Bank Draft	CITY OF PHARR	-655.00
07/31/2021	<u>DFT0003945</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-6,280.00
07/31/2021	<u>DFT0003946</u>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
07/31/2021	<u>DFT0003947</u>	Bank Draft	PENA DESIGNS	-200.00
07/31/2021	<u>DFT0003948</u>	Bank Draft	PILAR RODRIGUEZ	-663.99

Cleared Other

Item Date	Reference	Item Type	Description	Amount
07/31/2021	<u>DFT0003949</u>	Bank Draft	RAMON NAVARRO	-430.00
07/31/2021	<u>DFT0003950</u>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-465.00
07/31/2021	<u>DFT0003951</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-1,389.71
07/31/2021	<u>DFT0003952</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-254.00
07/31/2021	<u>MISC 073121</u>	Miscellaneous	FUND 41- WILMINGTON TRUST	349,875.56
07/31/2021	<u>BNK DFT 073121</u>	Bank Draft	FUND 41- PROMILES	-143,572.00
07/31/2021	<u>BNK DFT 073121</u>	Bank Draft	FUND 41- TO REC WIRE TXFRS	-40,000.00
07/31/2021	<u>BNK DFT 073121</u>	Bank Draft	FUND 41- TO REC WIRE TXFRS	-143,572.00
07/31/2021	<u>BNK DFT 073121</u>	Miscellaneous	FUND 41- TO REC WIRE TXFRS	143,572.00
07/31/2021	<u>BNK DFT 073121</u>	Bank Draft	TO REC WIRE TXFR	-325,000.00
			Total Cleared Other (19)	-266,415.30

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
07/30/2021	<u>2531</u>	Check	A FAST DELIVERY	-282.50
07/30/2021	<u>2532</u>	Check	CARSON MAP COMPANY, INC.	-590.00
07/30/2021	<u>2533</u>	Check	COPYZONE	-663.45
07/30/2021	<u>2534</u>	Check	DAHILL	-683.21
07/30/2021	<u>2535</u>	Check	LIFTOFF, LLC	-7,176.00
07/30/2021	<u>2536</u>	Check	OFFICE DEPOT	-221.10
07/30/2021	<u>2537</u>	Check	SHI GOVERNMENT SOLUTIONS	-2,083.00
07/30/2021	<u>2538</u>	Check	SOUTHERN COMPUTER WAREHOUSE	-2,637.04
07/30/2021	<u>2539</u>	Check	VME ENGINEERING, LLC	-3,230.00
07/30/2021	<u>2540</u>	Check	XEROX CORPORATION	-194.05
			Total Outstanding Checks (10)	-17,760.35



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 7/1/2021 - 7/31/2021

08/18/2021

Bank Statement

Beginning Balance	2,747,597.03
Plus Debits	468,701.57
Less Credits	143,572.00
Adjustments	0.00
Ending Balance	3,072,726.60

General Ledger

Account Balance	3,072,726.60
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	3,072,726.60

Statement Ending Balance	3,072,726.60
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000

POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
07/31/2021	<u>MISC 073121</u>	Deposit	TO REC WIRE TXFR	325,000.00
Total Cleared Deposits (1)				325,000.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
07/31/2021	<u>MISC 073121</u>	Miscellaneous	FUND 41- TO REC WIRE TXFRS	143,572.00
07/31/2021	<u>MISC 073121</u>	Miscellaneous	FUND 41- TO REC WIRE TXFRS	-143,572.00
07/31/2021	<u>INTEREST 073121</u>	Interest	FUND 41- LOGIC	129.57
Total Cleared Other (3)				129.57



Pharr, TX

Balance Sheet
Account Summary
As Of 07/31/2021

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
<u>42-1-4105-000</u>	WILMINGTON-DEBT SERVICE	901,977.07
<u>42-1-4105-001</u>	DEBT SVC - JR LIEN	6,663,808.82
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	814,276.54
	Total Assets:	<u>8,380,062.43</u>
Liability		
	Total Liability:	<u>0.00</u>
Equity		
<u>42-3-4400-000</u>	FUND BALANCE	5,710,256.78
	Total Beginning Equity:	<u>5,710,256.78</u>
Total Revenue		3,445,366.18
Total Expense		775,560.53
Revenues Over/Under Expenses		<u>2,669,805.65</u>
	Total Equity and Current Surplus (Deficit):	<u>8,380,062.43</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>8,380,062.43</u>



Pharr, TX

Budget Report

Account Summary

For Fiscal: 2021 Period Ending: 07/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 42 - HCRMA-DEBT SERVICE							
Revenue							
42-4-1506-000	INTEREST INCOME	0.00	0.00	15.43	65.02	65.02	0.00 %
42-4-1506-001	INTEREST INCOME-JR LIEN	0.00	0.00	304.86	3,271.89	3,271.89	0.00 %
42-4-1506-002	INTEREST 2020 SERIES	0.00	0.00	0.00	56.19	56.19	0.00 %
42-4-1999-000	TRANSFERS IN-FROM GENERAL FU	0.00	0.00	330,544.44	3,441,973.08	3,441,973.08	0.00 %
	Revenue Total:	0.00	0.00	330,864.73	3,445,366.18	3,445,366.18	0.00 %
Expense							
42-52900-4703-001	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	79,771.00	-79,771.00	0.00 %
42-52900-4703-005	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	693,789.53	-693,789.53	0.00 %
42-52900-4727-000	FEES	0.00	0.00	0.00	2,000.00	-2,000.00	0.00 %
	Expense Total:	0.00	0.00	0.00	775,560.53	-775,560.53	0.00 %
Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):							
	Report Surplus (Deficit):	0.00	0.00	330,864.73	2,669,805.65	2,669,805.65	0.00 %



Pharr, TX

Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 7/1/2021 - 7/31/2021

08/18/2021

Bank Statement

Beginning Balance	777,258.40
Plus Debits	124,718.67
Less Credits	0.00
Adjustments	0.00
Ending Balance	901,977.07

General Ledger

Account Balance	901,977.07
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	901,977.07

Statement Ending Balance	901,977.07
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
07/31/2021	<u>124718.67</u>	Miscellaneous	FUND 42- WILMINGTON TRUST	124,718.67
			Total Cleared Other (1)	124,718.67



Pharr, TX

Bank Statement Register

DEBT SVC - JR LIEN

Period 7/1/2021 - 7/31/2021

18/7/21

Bank Statement

Beginning Balance	6,663,515.58
Plus Debits	293.24
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,663,808.82

General Ledger

Account Balance	6,663,808.82
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,663,808.82

Statement Ending Balance	6,663,808.82
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
07/31/2021	<u>INTEREST 073121</u>	Interest	FUND 42- LOGIC INTEREST	293.24
			Total Cleared Other (1)	293.24



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 7/1/2021 - 7/31/2021

18/221
18/221

Bank Statement

Beginning Balance	608,423.72
Plus Debits	205,852.82
Less Credits	0.00
Adjustments	0.00
Ending Balance	814,276.54

General Ledger

Account Balance	814,276.54
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	814,276.54

Statement Ending Balance	814,276.54
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
07/31/2021	<u>MISC 073121</u>	Miscellaneous	FUND 42- WILMINGTON TRUST NEW ACCT	205,852.82
Total Cleared Other (1)				205,852.82



Pharr, TX

Balance Sheet
Account Summary
As Of 07/31/2021

Account	Name	Balance
Fund: 45 - HCRMA - CAP.PROJECTS FUND		
Assets		
<u>45-1-1102-000</u>	Pool Investment	25,957.76
	Total Assets:	<u>25,957.76</u>
Liability		
	Total Liability:	<u>0.00</u>
Equity		
<u>45-3-1400-000</u>	Fund Balance	-19,007.46
	Total Beginning Equity:	<u>-19,007.46</u>
Total Revenue		469,006.64
Total Expense		424,041.42
Revenues Over/Under Expenses		<u>44,965.22</u>
	Total Equity and Current Surplus (Deficit):	<u>25,957.76</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>25,957.76</u>



Pharr, TX

Budget Report Account Summary

For Fiscal: 2021 Period Ending: 07/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND							
Revenue							
45-4-1506-000	Interest Revenue	0.00	0.00	1.29	6.64	6.64	0.00 %
45-4-1999-000	TRANSFER IN - GENERAL FUND	0.00	0.00	133,000.00	379,000.00	379,000.00	0.00 %
45-4-4710-000	CITY CONTRIBUTIONS	0.00	0.00	-93,000.00	90,000.00	90,000.00	0.00 %
	Revenue Total:	0.00	0.00	40,001.29	469,006.64	469,006.64	0.00 %
Expense							
45-52900-8800-000	Consulting & Engineering	0.00	0.00	35,889.79	303,515.66	-303,515.66	0.00 %
45-52900-8810-000	SH 365- Enviorrnental	0.00	0.00	0.00	19,646.45	-19,646.45	0.00 %
45-52900-8810-003	365 RIGHT OF WAY	0.00	0.00	625.00	5,696.00	-5,696.00	0.00 %
45-52900-8820-000	IBTC - Enviorrnental	0.00	0.00	9,098.12	47,342.81	-47,342.81	0.00 %
45-52900-8820-003	IBTC - ROW	0.00	0.00	4,623.00	5,873.00	-5,873.00	0.00 %
45-52900-8841-000	LEGAL FEES	0.00	0.00	9,935.00	41,967.50	-41,967.50	0.00 %
	Expense Total:	0.00	0.00	60,170.91	424,041.42	-424,041.42	0.00 %
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):							
	Report Surplus (Deficit):	0.00	0.00	-20,169.62	44,965.22	44,965.22	0.00 %



Pharr, TX

Bank Statement Register

Pool Investment

Period 7/1/2021 - 7/31/2021

18/18/2021

Bank Statement

Beginning Balance	46,127.38
Plus Debits	40,001.29
Less Credits	60,170.91
Adjustments	0.00
Ending Balance	25,957.76

General Ledger

Account Balance	25,957.76
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	25,957.76

Statement Ending Balance	25,957.76
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
07/31/2021	<u>DFT0003953</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-8,760.00
07/31/2021	<u>DFT0003954</u>	Bank Draft	ESCOBEDO & CARDENAS, LLP	-1,175.00
07/31/2021	<u>DFT0003955</u>	Bank Draft	BLANTON & ASSOCIATES, INC.	-9,098.12
07/31/2021	<u>DFT0003956</u>	Bank Draft	HDR	-23,580.49
07/31/2021	<u>DFT0003957</u>	Bank Draft	HDR	-10,709.50
07/31/2021	<u>DFT0003958</u>	Bank Draft	HDR	-1,599.80
07/31/2021	<u>DFT0003959</u>	Bank Draft	SAMES	-3,180.00
07/31/2021	<u>DFT0003960</u>	Bank Draft	TOP CUT LAWN CARE, INC.	-648.00
07/31/2021	<u>DFT0003961</u>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-625.00
07/31/2021	<u>DFT0003962</u>	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-795.00
07/31/2021	<u>MISC 073121</u>	Miscellaneous	FUND 45- WILMINGTON TRUST	40,001.29
Total Cleared Other (11)				-20,169.62



Pharr, TX

Balance Sheet
Account Summary
As Of 07/31/2021

Account	Name	Balance
Fund: 46 - HCRMA- VRF SERIES 2020A		
Assets		
<u>46-1-1102-000</u>	INVESTMENTS	5,591,919.01
	Total Assets:	<u>5,591,919.01</u>
Liability		
	Total Liability:	<u>0.00</u>
Equity		
<u>46-3-3400-000</u>	FUND BALANCE	5,660,123.03
	Total Beginning Equity:	<u>5,660,123.03</u>
Total Revenue		2,050.48
Total Expense		70,254.50
Revenues Over/Under Expenses		<u>-68,204.02</u>
	Total Equity and Current Surplus (Deficit):	<u>5,591,919.01</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>5,591,919.01</u>



Pharr, TX

Budget Report
Account Summary
For Fiscal: 2021 Period Ending: 07/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A							
Revenue							
<u>46-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	246.05	2,050.48	2,050.48	0.00 %
	Revenue Total:	0.00	0.00	246.05	2,050.48	2,050.48	0.00 %
Expense							
<u>46-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	70,254.50	-70,254.50	0.00 %
	Expense Total:	0.00	0.00	0.00	70,254.50	-70,254.50	0.00 %
Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):							
	Report Surplus (Deficit):	0.00	0.00	246.05	-68,204.02	-68,204.02	0.00 %



Bank Statement Register

INVESTMENTS

Period 7/1/2021 - 7/31/2021

08/18/2021

Bank Statement

	General Ledger
Beginning Balance	5,591,672.96
Plus Debits	246.05
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,591,919.01

Account Balance	5,591,919.01
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,591,919.01

Statement Ending Balance	5,591,919.01
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
07/31/2021	<u>INTEREST 073121</u>	Interest	FUND 46- LOGIC	246.05
Total Cleared Other (1)				246.05

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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3A
08/11/2021
08/24/2021

1. Agenda Item: RESOLUTION 2021-32 – APPROVAL OF WORK AUTHORIZATION NUMBER 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. FOR A TRAFFIC AND REVENUE BRING-DOWN LETTER FOR THE 365 TOLLWAY PROJECT FINANCING.
2. Nature of Request: (Brief Overview) Attachments: Yes No
For Traffic & Revenue Bring-Down letter for the 365 Tollway Project financing.
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 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down Letter for the 365 Tollway Project Financing, as presented to the Board of Directors on August 24, 2021.
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



- CMT Services
- Environmental
- Engineering C&M Associates, Inc
- Geo-Technical
- Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2021-32

Work Authorization # 9 Supplemental # _____

Amount \$ 35,598.24

Approved Amendments:

Resolution No.	Description	Amount
2017-59	WA No. 1	\$ 18,173.08
2017-88	WA No. 2	\$ 10,096.16
2017-96	SA No. 1 to WA No. 2	\$ 18,375.00
2018-03	SA No. 2 to WA No. 2	\$ 18,375.00
2018-23	WA No. 3 T&R w/ Tx DOT PP Procedures	\$ 35,019.23
Subtotal from Cont. Page		<u>\$ 491,379.59</u>
Total Approved WA		\$ 591,418.06

Proposed Work Authorization and/or Supplemental

2021-32 WA No. 9 T&R Bring-Down Ltr-365 Toll \$ 35,598.24

Goal and Options:

To provide a Traffic and Revenue Bring Down letter for the 365 Tollway Project financing.

Staff is recommending approval of this request in the amount of \$ 35,598.24
Proposed total approved WA and/or Supplementals \$ 627,016.30

E. Davila, Develop Eng
Requested By:

Work Authorizations Cont...**Resolution No.**

2021-32

Resolution No.	Description	Amount
2018-64	WA No. 4 Traffic & Revenue 2018 & Bringdown	\$ 49,223.08
2018-69	WA No. 5 T&R Analysis Scenario I - 365	\$ 18,375.00
2019-08	WA No. 6 T&R Analysis Scenarios J&K - 365	\$ 17,250.00
2019-22	WA No. 7 IBTC Traffic Projection Update	\$ 15,896.71
2019-35	WA No. 8 Investment Grade T&R Study 365 Toll	\$ 390,634.80

Subtotal \$ 491,379.59

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-32

APPROVAL OF WORK AUTHORIZATION NUMBER 9 THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES FOR A TRAFFIC AND REVENUE BRING-DOWN LETTER FOR THE 365 TOLLWAY PROJECT FINANCING

THIS RESOLUTION is adopted this 24th day of August 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of \$35,598.24.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization Number 9 to the Professional Services Agreement with C&M Associates, Inc., in the amount of \$35,598.24 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 9 to the Professional Services Agreement with C&M Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of August 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work
Authorization
Number 9
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

♦Contract♦

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**Investment Grade Traffic
and Revenue Projections for the
365 Tollway Project**

Work Authorization No. 9

August 24, 2021

C&M ASSOCIATES, INC.

**WORK AUTHORIZATION NO. 9
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

PART I. The Engineer will perform Engineering/Design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$35,598.24 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on May 31, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for HCRMA Systemwide Traffic and Revenue Services for HCRMA Systemwide Projects including the 0010 IBTC and 0030 365 TOLL."

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

THE ENGINEER

(Signature)

Carlos M. Contreras

(Printed Name)

President

(Title)

(Date)

THE AUTHORITY

(Signature)

Pilar Rodriguez

(Printed Name)

Executive Director

(Title)

(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The AUTHORITY will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY on a monthly basis.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B **SERVICES TO BE PROVIDED BY THE ENGINEER**

In January 2021, C&M completed an Investment Grade Traffic and Revenue (T&R) Study for 365 TOLL. The proposed work will confirm the validity of the assumptions and inputs used in the Investment Grade Study and the potential impacts of any changes to those assumptions as well as the economic and traffic recoveries from the COVID-19 pandemic. C&M will produce a Bring Down Letter to document the review and provide edits to the original study report as necessary for inclusion in bond documents and provide any traffic engineer certification as needed. C&M will also provide support to the 365 TOLL financing team.

Task 1: Review of Socioeconomic Assumptions Used in the 2020–21 Study

Due to the COVID-19 pandemic's impact on travel and other behaviors, C&M will review the socioeconomic data analysis that was part of its previous T&R study, including socioeconomic variables at the traffic analysis zone (TAZ) level for use in the adopted Lower Rio Grande Valley (LRGV) regional travel demand model (TDM). Due to continuing changes in the current situation regarding the pandemic, it is important for C&M to review its previous pandemic assumptions from half a year ago. It is important to have a clear understanding of the potential short- and long-term implications of the pandemic's impacts and its effects on future developments within the study area, particularly the potential growth of the maquiladora, warehousing, and distribution centers in Hidalgo and Cameron Counties.

Possible changes to forecasted variables like Consumer Price Index (CPI) and Gross Regional Product (GRP) of Texas or/and Hidalgo County will be documented to show potential changes in the estimated short- and long-term COVID-19 impacts on the economy for the study area, reflecting the changes that occurred in the last 6 month after finalizing the investment grade T&R study.

Task 2: Border Crossing Update

C&M will begin this task with a review of the previously provided border demand forecasts for 365 TOLL as part of the investment grade T&R study. In this process, C&M will review, analyze, and update the forecasts of the independent variables that changed due the impact of the COVID-19 pandemic.

These impacts include the extended border restrictions to essential border crossings for passenger vehicles and possible shifts in commodities for commercial vehicles that might impact the long- and short-term demand forecasts of the Hidalgo County international bridges that connect to 365 TOLL.

Task 3: T&R Forecast Review

After carefully reviewing the possible changes to the modeling data, C&M might estimate updated daily T&R projections by employing the adopted LRGV TDM for the corresponding project opening year and horizon model years. The resulting model year will be the base for forecasting updated annual T&R figures. C&M will review and, if necessary, update its T&R assumptions, including future regional growth of the warehousing/distribution centers, revenue days, ramp-up, ETC penetration, etc.

Task 4: Bring Down Letter Production

C&M deliverables will be electronically submitted to HCRMA. C&M's Bring Down Letter to support the investment grade T&R study will include, at a minimum, the following:

1. Documentation of the socioeconomic data review.
2. Existing travel conditions and border crossing trends within Hidalgo County and Reynosa, Tamaulipas that have changed in the last 6 month.
3. Discussion of the COVID-19 pandemic's impact to travel on Hidalgo County international bridges.
4. Documentation of any changes to T&R assumptions.
5. Updated T&R forecasts, if necessary.
6. Concluding remarks.

C&M will address any comments from HCRMA staff regarding the Draft Bring Down Letter and submit a final version reflecting any necessary changes.

Task 5: Support for Financing

During the financing of the project, C&M will be available to conduct the following:

- Presentations of C&M's T&R Study and Bring Down Letter to Boards of Directors, policy makers and elected officials.
- Presentations to financial advisor, underwriters, and bond counsel
- Responses to peer reviews of the T&R Study and Bring Down Letter by audit consultants and lender's advisors.
- Modifications and excerpts of the T&R Study and/or Bring Down Letter for inclusion in official statements.
- Preparation, due-diligence practice sessions, and coordination meetings with underwriters.
- Face-to-face presentations, teleconferences, written Q&A sessions, and stress scenario development with ratings agencies Moody's, S&P, Fitch Rating, and/or DBRS.
- Investor presentations in Hidalgo County and on-site to pension funds and other institutional investors.
- Providing a guided tour of the proposed location of the facility and competing facilities for investors.
- Scripting and recording of virtual roadshow presentations.
- One-on-one sessions with investors to answer questions.

This task will be limited to three (3) in-person meetings and five (5) on-call meetings attended by two C&M personnel.

EXHIBIT C
WORK SCHEDULE

This update will be finalized no later than four (4) weeks after receiving the Notice to Proceed (NTP), tentatively requested for August 25th with Bring Down Letter delivery four (4) weeks later.

EXHIBIT 'D'

Fee Schedule/Budget for

Hidalgo County Regional Mobility Authority (HCRMA)
Traffic and Revenue Consultant

Professional Engineering Services for the HCRMA

Consultant: C&M ASSOCIATES, INC.

Work Authorization No.9

Schedule Duration: 4 Weeks after NTP

365 T&R Bring-Down Letter

CONSULTANT SERVICES DESCRIPTION	Principal/Project Director	Project Manager	Senior Transportation Modeler	Transportation Modeler			Total Labor Hrs.	Remarks	Task Cost
Task 1. Review of socioeconomic assumptions	4	8	24	24			60		\$ 6,847.68
Task 2. Border crossing update	4	4	8				16		\$ 2,420.04
Task 3. T&R forecast review		12	24						\$ 4,207.56
Task 4. Bring-down letter production	8	16	24	16			64		\$ 8,195.20
Task 5. Support for financing	24	24	8	4			60		\$ 10,477.76
<i>Subtotal</i>	<i>40</i>	<i>64</i>	<i>88</i>	<i>44</i>			<i>200</i>	<i>0</i>	<i>\$ 32,148.24</i>
HOURS TOTAL	40	64	88	44			200		
LABOR RATE PER HOUR	\$254.38	\$130.63	\$110.00	\$89.38					
TOTAL DIRECT LABOR COSTS	\$ 10,175.20	\$ 8,360.32	\$ 9,680.00	\$ 3,932.72			\$ 32,148.24		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	31.65%	26.01%	30.11%	12.23%			100.00%	CHECK	
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON HOURS)	20.00%	32.00%	44.00%	22.00%			100.00%	\$ 32,148.24	
TOTAL DIRECT LABOR COST	Unit	Unit Price	QTY						\$ 32,148.24
Socioeconomic data purchase	Set	\$ 2,000.00	1.00						\$ 2,000.00
Air Ticket	Round Trip/Per	\$ 500.00	2.00						\$ 1,000.00
Transportation	Per ride	\$ 50.00	1.00						\$ 50.00
Lodging	Per Day	\$ 100.00	2.00						\$ 200.00
Food	Per day	\$ 50.00	4.00						\$ 200.00
TOTAL DIRECT EXPENSE COST									\$ 3,450.00
GRAND TOTAL									\$ 35,598.24

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 02-TR32-17-02 Assigned Goal: 12.2% Prime Provider C&M Associates, Inc.

Work Authorization (WA)#: 9 WA Amount: \$35,598.24 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Investment Grade T&R Projections 365 Tollway (Bringdown Letter)	\$35,598.24
	\$0
Total Commitment Amount (Including all additional pages.)	\$0

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

Provider Name: <u>C&M Associates, Inc.</u> Address: <u>15770 Dallas Parkway,</u> VID Number: <u>20-1113510</u> PH: <u>214-245-5300 & FAX:</u> Email: <u>cmcontreras@candm-associates.com</u>	Name: <u>Carlos M. Contreras</u> <i>(Please Print)</i> Title: <u>President</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

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

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Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>3B</u>
PLANNING COMMITTEE	_____	DATE SUBMITTED	<u>8/11/2021</u>
FINANCE COMMITTEE	_____	MEETING DATE	<u>8/24/2021</u>
TECHNICAL COMMITTEE	_____		

1. Agenda Item: **RESOLUTION 2021-33 – APPROVAL OF CONTRACT AMENDMENT 10 WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
For the CA 10 for the 365 Toll Project Financing.
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 2021-33 of Contract Amendment 10 to the Professional Services Agreement with C&M Associates to increase the maximum payable amount for Work Authorization Number 9, as presented to the Board of Directors on August 24, 2021.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



- CMT Services
- Environmental
- Engineering C&M Associates, Inc.
- Geo-Technical
- Surveying

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2021-33

Original Contract Amount **\$ 18,173**

Amendment # **10**

Amount **\$ 35,598.24**

Approved Amendments:

Resolution No.	Description	Amount
2017-58	Original Contract	\$ 18,173.08
2017-89	Contract Amendment 1	\$ 10,096.16
2017-97	Contract Amendment 2	\$ 18,375.00
2018-04	Contract Amendment 3	\$ 18,375.00
2018-24	Contract Amendment 4	\$ 35,019.23
Subtotal from Cont. Page		<u>\$ 491,379.59</u>
Contract Amount		\$ 591,418.06

Proposed Amendment

2021-33	Contract Amendment 10	\$ 35,598.24
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Goal and Options:

To increase the maximum payable amount for Work Authorization 9.

Staff is recommending approval of this request in the amount of \$ 35,598.24 for a revised Maximum Payable Amount of \$ 627,016.30

E. Davila, Develop Eng

Requested by:

Approved Amendments Cont...**Resolution No.**

2021-33

Resolution No.	Description	Amount
2018-65	Contract Amendment 5	\$ 49,223.08
2018-70	Contract Amendment 6	\$ 18,375.00
2019-09	Contract Amendment 7	\$ 17,250.00
2019-23	Contract Amendment 8	\$ 15,896.71
2019-36	Contract Amendment 9	\$ 390,634.80

Subtotal \$ 491,379.59

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-33

APPROVAL OF CONTRACT AMENDMENT 10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9

THIS RESOLUTION is adopted this 24th day of August 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Services Agreement with C&M Associates for a Traffic and Revenue Bring-Down letter for the 365 Tollway Project financing in the amount of \$35,598.24; and

WHEREAS, the Authority finds it necessary to approve Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of \$35,598.24 for a revised maximum payable amount of \$627,016.30.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Contract Amendment Number 10 to the Professional Services Agreement with C&M Associates, Inc., for a revised maximum amount payable of \$627,016.30 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 10 to the Professional Services Agreement with C&M Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of August 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract
Amendment 10
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
365 TOLL
Project

♦Contract♦

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**Investment Grade Traffic
and Revenue Projections for the
365 Tollway Project**

Contract Amendment No. 10

August 24, 2021

C&M ASSOCIATES, INC.

SUPPLEMENTAL AGREEMENT NO. 10

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 10 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2022.

Article III Compensation

Article III Compensation shall be amended to increase the maximum amount payable under this contract from \$591,418.06 to \$627,016.30 for a total increase of \$35,598.24 due to additional scope and effort outlined in Work Authorization No. 9 for the “Bringdown Letter for the 365 Tollway Project T&R Report”.

This Supplemental Agreement No. 10 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER

THE AUTHORITY

(Signature)

Carlos Contreras

(Printed Name)

President

(Title)

(Date)

(Signature)

Pilar Rodriguez, P.E.

(Printed Name)

Executive Director

(Title)

(Date)

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Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<input checked="" type="checkbox"/>	AGENDA ITEM	3C
PLANNING COMMITTEE	<input type="checkbox"/>	DATE SUBMITTED	08/12/2021
FINANCE COMMITTEE	<input type="checkbox"/>	MEETING DATE	08/24/2021
TECHNICAL COMMITTEE	<input type="checkbox"/>		

1. Agenda Item: **RESOLUTION 2021-34 APPROVAL OF THE 365 TOLLWAY WETLAND MITIGATION CONSERVATION EASEMENT IN FAVOR OF THE VALLEY LAND FUND.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Approval of the 365 Tollway Wetland Mitigation Conservation Easement in favor of the Valley Land Fund.
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 2021-34 – Approval of the 365 Tollway Wetland Mitigation Conservation Easement in favor of the Valley Land Fund.**
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2021- 34

APPROVING THE 365 TOLLWAY WETLAND MITIGATION CONSERVATION
EASEMENT IN FAVOR OF THE VALLEY LAND FUND

THIS RESOLUTION is adopted this 24th day of August, 2021 by the Board of Directors
of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in
and around Hidalgo County, including the development of the 365 Toll project (the
"Project");

WHEREAS, the Project was environmentally cleared in 2015;

WHEREAS, the U.S. Army Corps of Engineers issued Individual Permit No.
SWG-2013-00175 (the "Permit") for the Project;

WHEREAS, the Permit requires the Authority to conduct a compensatory
wetland mitigation (the "Mitigation Plan");

WHEREAS, the Permit additionally requires that the area on which the
Mitigation Plan is to be conducted be covered by a conservation easement held by an
approved wildlife conservation organization in perpetuity, which easement is to be
recorded in the real property records of Hidalgo County, Texas (the "Conservation
Easement");

WHEREAS, the Valley Land Fund Inc., a Texas non-profit corporation, is a
wildlife conservation organization established to preserve, enhance, and expand the
native wildlife habitat of the Rio Grande Valley;

WHEREAS, the governing body of the Valley Land Fund Inc. has or will
approve its acceptance of the Conservation Easement; and

WHEREAS, the Board now finds it to be in the best interest of the Authority
to provide the open space and environmental values described in the Conservation
Easement;

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

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

Section 2. The Board hereby authorizes the Executive Director, upon notice of the Valley Land Fund Inc.'s authorization to accept the Conservation Easement, to execute the Conservation Easement, attached hereto in substantially final form as Exhibit A, and have the same recorded in the real property records of Hidalgo County, Texas.

* * *

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 24th day of August, 2021 at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary / Treasurer

Exhibit A

CONSERVATION EASEMENT

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

CONSERVATION EASEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

THIS CONSERVATION EASEMENT (the "Easement") is made this _____ day of _____, 2021, by **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a **governmental body empowered to hold an interest in real property under the laws of the state of Texas, acting by and through its Board of Directors (the "Board")**, is a **regional mobility authority created pursuant to Chapter 370 of the Texas Transportation Code**, qualified to do business in the State of Texas ("Grantor" and/or Owner"), and its successors and assigns in favor of **VALLEY LAND FUND, INC., a Texas non-profit corporation**, qualified to do business in the State of Texas ("Grantee and/or Conservator"), and its successors and assigns.

RECITALS

WHEREAS, Grantor is the owner in fee simple of the surface estate of certain real property located in Hidalgo County, Texas, being a tract of land more particularly described on **Exhibit "A"**, attached to and incorporated herein by reference (the "Easement Area") and as shown on the diagram attached hereto at **Exhibit "A-1"**;

WHEREAS, Grantor desires to construct a shared, multi-modal road, namely the 365 Tollway (formerly SH 365) on Grantor's other property, (the "Project");

WHEREAS, the U.S. Army Corps of Engineers ("USACE") issued Permit No. SWG-2013-00175 (collectively, the "Permit") in March 2012 to allow Grantor to carry out the Project;

WHEREAS, USACE, via the Permit, required Grantor to conduct compensatory mitigation (the "Mitigation Plan") as a result of the Project to: (1) open farm land to wetlands; and (2) to preserve a portion of the natural environmental habitat on Grantor's property;

WHEREAS, the Permit required the area on which the Mitigation Plan is to be conducted to be covered by a conservation easement held by an approved wildlife conservation organization, which is easement is to be recorded in the real property records of Hidalgo County, Texas, and which easement is to protect the area on which the Mitigation is to be conducted in perpetuity;

WHEREAS, the Grantor has designated the Easement Area as the site of the Mitigation Plan;

WHEREAS, the purpose of this Conservation Easement includes, without limitation, one or more of the following:

- (a) retaining or protecting natural, scenic, or open-space aspects of real property;

- (b) ensuring the availability of real property for recreational, educational, or open-space use;
- (c) protecting natural resources;
- (d) maintaining or enhancing air and water quality;
- (e) preserving the historical, architectural, archaeological, or cultural aspects of real property;

WHEREAS, Grantee is a wildlife conservation organization that is qualified to hold conservation easements;

WHEREAS, the purpose of the Grantor in entering into this easement is to ensure compliance with the terms and conditions of the USACE permit;

WHEREAS, Grantor will not seek federal income or estate tax benefits as a result of this conveyance other than the deduction of costs and expenses;

WHEREAS, the Easement Area possesses open space and environmental values (collectively, "Conservation Values") of great importance to Grantor, Grantee, the people of the South Texas area and the people of the State of Texas;

WHEREAS, Grantor intends that the Conservation Values of the Easement Area be preserved, improved, and maintained in perpetuity by permitting only those land uses on the Easement Area that are permitted by USACE and the Permit and that do not significantly interfere with the Conservation Values of the Easement Area;

WHEREAS, the specific Conservation Values of the Easement Area are documented in an inventory of relevant features of the Easement Area, dated _____, and incorporated herein as **Exhibit "B"** (the "Baseline Inventory Report"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Easement Area at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant;

WHEREAS, Grantor further intends, as owner of the Easement Area, to convey to Grantee the right to preserve and protect the Conservation Values of the Easement Area in perpetuity;

WHEREAS, the terms of the Permit required Grantor to protect the Conservation Values of the Easement Area by entering into this Easement within six (6) months following the date of the Permit;

WHEREAS, Grantor desires to convey a formal conservation easement covering the Easement Area in order to formally comply with the terms of the Permit;

WHEREAS, Grantee is a publicly supported organization pursuant to Section 509(a)(2) of the Internal Revenue Code and is a tax-exempt, nonprofit organization qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to preserve, enhance and expand the native wildlife habitat of the Rio Grande Valley through education, land ownership and the creation of economic incentives for preservation;

WHEREAS, the approval for the Easement was granted by the Board of the Valley Land Fund on _____; and

WHEREAS, Grantee agrees, by accepting the grant of this Easement, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Easement Area for the benefit of this generation and the generations to come.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Texas and, in particular, Chapter 183 of the Texas Natural Resources Code, Grantor hereby voluntarily grants and conveys to Grantee a perpetual and assignable conservation easement, said Easement being on, over and across all of a certain parcel of land known as the Easement Area of the nature and character and to the extent hereinafter set forth.

1. Purpose.

(a) It is the purpose of this Easement to comply with the terms and provisions of the Permit, to protect the Conservation Values of the Easement Area, and to ensure that the Easement Area will remain undeveloped and will be perpetually preserved in its predominately natural, scenic, wetland, and open space condition. The Conservation Values protected by this Easement include the natural resource and watershed values, biodiversity, and relatively natural and high-quality habitat for native plants and animals documented in **Exhibit “B”**. In establishing this Easement, Grantor and Grantee will prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area or violate the terms of the Permit. Use of the Easement Area will be confined to those activities described and limited in Section 4 and that are consistent with the purpose of this Easement.

(b) Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Easement Area that is inconsistent with the purposes of this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Easement Area after any act of God or other event over which Grantor has no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Easement Area imposed by law.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are hereby conveyed to Grantee and with respect to the Easement Area;

(a) To preserve and protect the Conservation Values of the Easement Area;

(b) To enter upon the Easement Area at reasonable times in order to advance its mission through controlled educational site visits, and to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, the Mitigation Plan, and the Permit. Such entry shall be upon prior written (including facsimile) and reasonable notice to Grantor, except when immediate entry is necessary or desirable in order to prevent, terminate, or mitigate a violation of this Easement, in which case Grantee will notify Grantor as soon as practicable, and Grantee shall not unreasonably interfere with Grantor's permitted use of the Easement Area;

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Easement and to require, pursuant to Section 6, the restoration

of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use;

(d) To erect signs on the Easement Area, as reasonably necessary, that prohibit trespassing, enhance educational uses, or that identify the Easement Area as protected by this Easement; and

(e) To inspect, plant, sample, test and survey the Easement Area to ensure compliance with the Easement, the Mitigation Plan, and the Permit.

Furthermore, Grantor grants to Grantee the right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the Conservation Values of the Easement Area. In exercising this right, Grantee will consult with Grantor prior to implementing management activities and will comply with all the terms of this Easement and all applicable governmental laws and requirements including, without limitation, the Permit.

3. Prohibited Uses. The Easement Area shall be used in a manner consistent with the terms and conditions of this Easement. Any activity on or use of the Easement Area inconsistent with the purpose of this Easement is prohibited. Grantor reserves all rights accruing from Landowner's ownership of the Easement Area, including Grantor's Reserved Rights and the right to engage in, or to permit or invite others to engage in, all uses of the Easement Area that are permitted herein or are neither expressly prohibited herein nor inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or limited as set forth.

(a) No subdivision. The Easement Area may not be further partitioned, divided or subdivided. The division, subdivision, de facto subdivision, or partition of the Easement Area, whether by physical, legal, or any other process, is prohibited. Grantor shall not grant any easements or rights of way in the Easement Area without first obtaining the written consent of the Grantee.

(b) No hunting. The Easement Area serves or may serve as a refuge to various species of game birds and other wildlife. Commercial hunting is expressly prohibited. Other than the permitted removal of invasive feral species, there shall be no ongoing predator control programs. The limited removal of non-native or invasive species is permitted when performed for the benefit of native species on the Easement Area.

(c) No industrial or manufacturing activities. Any industrial, commercial, or manufacturing activities or uses of the Easement Area, other than those specifically related to recreation, as permitted herein, are expressly prohibited.

(d) No excavation. Except for those rights specifically reserved by Grantor herein and specifically in Grantor's Reserved Rights, there shall be no alteration of the surface of the land, including, without limitation, ditching, draining, filling, excavating, dredging, mining or drilling of sand, gravel, caliche or other materials. Surface mining is expressly prohibited.

(e) No destruction of habitat. Except as required to maintain, restore, replace or improve native vegetation on the Easement Area, and as reserved in Grantor's Reserved Rights, there shall be no substantial removal, harvesting, destruction or cutting

of trees and shrubs, or disturbance or change in the natural habitat. Grantor retains the right to remove dead or diseased vegetation and to maintain or remove any vegetation that is dangerous for the health or safety of the wildlife or the Grantor.

(f) No construction. Subject to the limited provisions under Reserved Rights, no permanent structures may be constructed, located, placed or installed on the Easement Area without the prior written consent of the Grantee. However, Grantor may construct photography blinds so as to view, enjoy and practice low impact camping, thereby allowing accessibility to the interpretation of wildlife and the habitat on the Easement Area.

(g) No trash or dumping. There shall be no storage, burning or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Easement Area. There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Easement Area or on any adjacent property owned by Grantor that could cause erosion or siltation on the Easement Area.

(h) No soil disturbance. Any use or activity that causes or is likely to cause significant soil degradation or erosion, soil compaction, or the pollution, degradation, or depletion of any surface or subsurface waters, or the degradation of native vegetation communities or any other native habitats on the Easement Area is prohibited. No geothermal exploration or development is permitted.

(j) No surface mining. The removal and extraction of soil, sand, gravel, rock, uranium or any other mineral substance by surface mining or any similar method requiring destruction or excavation of the surface of the land, is prohibited.

(k) Inconsistent Activities. All other activities or uses which are inconsistent with the protection and enhancement of the Easement Area's conservation values and not permitted in Grantor's Reserved Rights are prohibited, including but not limited to, any activity that may operate to conflict with or invalidate USACE's permit requirements

4. Reserved Rights. Grantor reserves to itself, and its successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in, all uses of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Ownership rights include the right to sell, lease, or otherwise transfer the Easement Area to anyone Grantor chooses, as well as the right to privacy and the right to exclude any member of the public from trespassing on the Easement Area. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) The right to maintain, enhance, expand and improve any existing roadways, paths, fences, and such manmade structures currently located on the Easement Area (including the right to replace with substantially similar structures used for the same or similar purposes with written permission of the Grantee). Fences may be relocated or built in order to facilitate other uses permitted hereunder or to mark property boundary lines. In consultation with the Grantee, Grantor may open and close any existing roads and paths as needed.

(b) The right to build minor structures and/or install infrastructure as well as for other permitted uses on the Easement Area, including but not limited to water pumps facilities, pipes, utilities, berms, and/or other minor building structures in order to ensure compliance with the requirements of USACE and the Permit, and to ensure the maintenance, operation, ingress/egress, safety, security and/or emergency management of the Easement Area consistent with the purpose of this Easement. Grantor also reserves the right to dismantle or remove existing structures without replacing same, provided, however, that any improvements permitted do not materially adversely impact the Easement Area's Conservation Values. The location of such structures and infrastructure improvements shall be shown and/or described on Exhibit "A-2".

(c) The right to manage, enhance and alter the vegetation and plant life on the Easement Area; including planting trees, shrubs, grasses and removing noxious or diseased or non-native invasive species, provided, however, that such activities are done with the intention of and the purpose of promoting and enhancing the Easement Area's Conservation Values. Grantor may also remove natural vegetation in areas deemed by Grantor as non-sensitive habitat.

(d) The right to conduct recreational activities, commercial or otherwise, on the Easement Area which are consistent with the purposes of this Easement and are in compliance with all applicable federal, state and local statutes and regulations, including, but not limited to: nature photography, wildlife viewing, bird watching, and other such similar activities, including the right to construct and maintain associated improvements sufficient to support these allowed uses on the Easement Area, including settings, driving and walking trails, sanitation facilities, parking, water features, feeding stations and blinds.

(e) The right to control, destroy, or trap problem feral animals, such as feral cats, dogs or hogs, which pose a material threat to native wildlife found on the Easement Area, humans, and/or the Conservation Values, provided, however, such activities do not materially adversely impact the Conservation Values and provided further, that such activities are done in a manner which is consistent with accepted and recognized wildlife management practices for the South Texas area.

(f) The right to retain any financial remuneration derived from any of the retained rights enumerated.

5. Notice and Approval.

(a) Notice of Intention to Undertake Certain Permitted Actions. In order to ensure that a proposed action is authorized in accordance with Section 4 of this Easement and to enable Grantee to ensure that any such activities are designed and will be carried out in a manner not inconsistent with the purposes of this Easement, the Grantor shall receive prior written approval from USACE and provide advanced notice to the Grantee whenever the Grantor proposes to adversely impact a Conservation Value in order to advance another Conservation Value, to perform restoration and enhancement activities outside the scope of the Permit and Mitigation Plan, to alter perimeter fencing outside the scope of the Permit and Mitigation Plan, or to remove wildlife from the Easement Area. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the proposed activity's consistency with the purpose of this Easement. In

addition, the Grantor shall notify Grantee and USACE in writing within no less than thirty (30) days prior to the closing of the sale or gift of the Easement Area to any other party.

(b) It shall be the responsibility of the Grantor (i) to notify in writing not less than thirty (30) days after any owner or authorized lessee of mineral rights has begun any on-site exploration for or extraction from the Easement Area of any type of subsurface mineral and (ii) to also notify Grantee in writing not less than thirty (30) days after Grantor receives any notice of cessation of any such activity. To the extent the Grantor is legally able to control the activities of mineral interest owners, it shall act to incorporate into any lease providing access to the surface of the Easement Area a requirement for the lessee to reclaim any surface damage that may have resulted from any exploration for or extraction of subsurface minerals such that the vegetative cover of the reclaimed area is consistent with the purposes of this Easement.

6. Grantee's Remedies.

(a) Notice of Violation: Corrective Action. If either party hereto (a "Notifying Party") determines that a violation of the terms of this Easement has occurred or is threatened, such Notifying Party shall give written notice to the non-complying party of such violation and request corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Easement Area so injured to its prior condition in accordance with a plan approved by USACE.

(b) Injunctive Relief. If the non-complying party fails to cure the violation within thirty (30) days after receipt of notice thereof from the Notifying Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Notifying Party may, in its discretion but at the non-complying party's expense, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections; and may recover the reasonable cost of such correction, including attorney's fees.

(c) Damages. To the extent permitted by Texas law, Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, as well as all costs and expenses, including court costs and reasonable attorney's fees, incurred in the enforcement of this Easement. Grantee must apply any damages recovered toward habitat protection or restoration of the Easement Area.

(d) Scope of Relief. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the competent jurisdiction of the courts to enforce this Easement. Grantor also acknowledges that Grantee's right to monetary relief may not be adequate for all types of violations and that Grantee is entitled to injunctive relief described in Section 6(b) in addition to such other relief and remedies now or hereafter existing at law or in equity. Further, Grantee's remedies described in this Section 6 shall be cumulative.

(e) Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach

of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. Grantor hereby waives any defense of laches (i.e., undue delay), estoppel (i.e., prior statement or act that is deceptively inconsistent with the claim being asserted), or prescription (i.e., adverse possession) with respect to Grantee's rights to enforce the terms of this Easement. Grantor acknowledges Grantee's requirement for this provision due to the Grantee's limited presence on the Easement Area.

(g) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement, except acts caused by Grantor's lessees or invitees.

(h) Third Party Enforcement. Grantor and Grantee may execute an addendum to this Easement by mutual consent, which consent shall not be unreasonably withheld, after its creation to authorize an appropriate third party under Federal and Texas law to enforce the terms of this Easement. Any such addendum shall not diminish the enforcement rights of the Grantee.

7. Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Easement.

8. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities related to the ownership, operation, upkeep, and maintenance of the Easement Area. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations, and requirements. Grantor shall carry commercial general liability insurance on the Easement Area.. Grantor shall keep the Easement Area free of any liens. Grantee and its members, directors, officers, employees, agents and contractors entering the Easement Area shall maintain a general liability insurance policy with a minimum limit of \$1,000,000.00, as well as evidence of workers' compensation and a waiver of subrogation in favor of Grantor

9. Taxes. Grantor represents that no taxes, assessments, fees, or charges of any kind are currently due and owing against the Easement Area. Grantor shall pay before delinquency all taxes, assessments, fee and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Representations and Warranties. Grantor represents and warrants that, to the best of its knowledge, information and belief.

(a) There are not now any underground storage tanks located on the Easement Area, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Area in a

manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(b) There is no pending or threatened litigation directly related to the Easement Area; and

(c) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of; or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Area or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

11. Remediation. If, at any time, there occurs a release in, on, or about the Easement Area of any substance which would present an imminent or substantial endangerment to human health or the environment, and for which Grantor is a responsible party under applicable state or federal law, Grantor agrees to take all steps necessary to assure its containment and remediation.

12. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Easement Area, or any of Grantor's activities on the Easement Area, or otherwise to become an operator with respect to the Easement Area within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Texas Solid Waste Disposal Act (Texas Health and Safety Code Annotated, Section 361); or any other federal, state or local law or regulation.

13. Extinguishment and Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(b) Condemnation. If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly using their best reasonable efforts to realize the action most favored by the Grantee to the extent practicable according to the following hierarchy;

1. Avoiding the property and preserving it in its present condition; both parties shall jointly take actions to formally request that the intended proceeding completely avoid the taking of this Easement Area;

2. Minimizing and supplementing the loss to the property; if the Easement Area cannot be wholly preserved as a result of the intended proceeding, both parties shall jointly take actions to formally request the intended proceeding minimize its taking of this Easement Area and supplement, on at least a 1:1 acreage basis of nearby land possessing equivalent conservation values, the loss

of the Easement Area with a supplemental conservation easement conveyed to the Grantee within one year of notice of the intended proceeding;

3. Mitigating the loss of the property; if options (1) and (2) are not acceptable to the Grantee, both parties shall jointly take actions to formally request that the intended proceeding mitigate its taking of this Easement Area, on at least a 1:1 acreage basis of nearby land possessing equivalent conservation values, by conveying a replacement conservation easement to the Grantee within two years of the intended proceedings; or

4. Recover full value; if options (1) through (3) are not acceptable to the Grantee, both parties shall jointly take actions to recover full value of the interest in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom.

5. In any joint action under this section, Grantee and Grantor shall each be responsible for their own legal costs incurred in realizing the outcome.

(c) Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Section 14 in a manner consistent with its conservation purposes, which are exemplified by this Easement.

14. Amendments. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and the Grantee are free to jointly agree to amend this Easement provided that the express written consent of USACE shall be required before any such amendment becomes effective. Furthermore, no amendment shall be allowed that will affect the qualification of this Easement or the status of the Conservancy under any applicable laws, including Chapter 183 of the Texas Natural Resources Code or Section 170(h) of the Internal Revenue Code. Further, any amendment shall be consistent with the Purpose of this Easement, shall not diminish the Conservation Values of the Property, and shall not affect the perpetual duration of this Conservation Easement. Any such amendment together with the required USACE consent shall be recorded in the Official Records of Hidalgo County, Texas, and at the expense of the party initiating the amendment.

15. Assignment. Grantee may assign its rights and obligations under this Easement to any organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable) and any applicable laws of the United States. As a condition of such transfer, Grantee shall (a) provide advance written notice to Grantor in accordance with Section 5 of this Easement, (b) require that the conservation purposes for which this grant is intended to advance continue to be carried out, and (c) transfer to the assignee the balance of easement stewardship funds allocated to this Easement. Notwithstanding any other provision of this Easement, Grantee covenants and agrees that it will not assign this Easement without the express written consent of Grantor and USACE, which consent shall not be unreasonably withheld.

16. Subsequent Transfers. After the effective date of this Easement, Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and USACE of the

transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not affect the validity of this Easement or limit its enforceability in any way.

17. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, sent by overnight delivery, sent by facsimile, or sent by certified first class mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
ATTN: Pilar Rodriguez, PE, Executive Director
203 W. Newcombe Avenue
Pharr, Texas 78577

To Grantee: **Valley Land Fund**
ATTN: Debralee Rodriguez
2400 North 10th Street, Suite A
McAllen, Texas 78501

or to such other address as either party from time to time shall designate by written notice to the other.

18. **Recordation.** Grantor shall record, at Grantor's expense, within fifteen (15) days of the execution of this Easement by all parties hereto, this instrument in the Official Records of Hidalgo County, Texas. Pursuant to Section 15, any amendment to this Easement shall be recorded in the Official Records of Hidalgo County, Texas, and at the expense of the party initiating the amendment. Grantee shall receive within thirty (30) days of recording the original signed and recorded instrument.

19. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Texas.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purposes of this Easement and the policy and purposes or Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of the Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) **Entire Agreement.** This instrument, including Exhibits, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of

which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 15.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Easement Area. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns the above-named Grantee and its personal representatives, staff people, board members, successors and assigns.

(g) Termination of Rights and Obligations. Unless provided otherwise in the transfer agreement, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement of Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of his instrument ad shall have no effect upon construction or interpretation.

(i) Counterparts. The parties will execute this instrument in three counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

EXECUTED by Grantor and Grantee on the day and year first above written.

GRANTOR:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:

Its: PILAR RODRIGUEZ, PE,
Executive Director

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2021,
by **PILAR RODRIGUEZ**, in his capacity as Executive Director of **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**.

Notary Public, State of Texas

GRANTEE:

VALLEY LAND FUND, INC., a Texas non-profit corporation

By:

DEBRALEE RODRIGUEZ, Executive Director

STATE OF TEXAS
COUNTY OF HIDALGO

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§

This instrument was acknowledged before me on the _____ day of _____, 2021,
by **DEBRALEE RODRIGUEZ**, in her capacity as Executive Director of **VALLEY LAND FUND,
INC., a Texas non-profit corporation**.

Notary Public, State of Texas

PREPARED BY:

AFTER RECORDING RETURN TO:

VALLEY LAND FUND, INC.
Attn: Debralee Rodriguez
2400 North 10th Street, Suite A
McAllen, Texas 78501

Exhibit "A"
The Easement Area

**Exhibit “A-1”
Diagram of the Easement Area**

Exhibit "B"
Baseline Inventory Report