HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **WEDNESDAY, SEPTEMBER 18, 2013**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd FLOOR, CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. Discussion regarding a proposed Interlocal Agreement with the City of Mission for advance project development of State Highway 365 Phase II from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).
2. Discussion regarding proposed Interlocal Agreements with the Cities of Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.
3. Discussion regarding a proposed Interlocal Agreement with the City of Pharr for the HCRMA to develop a local connector from the Pharr International Bridge to Interstate 2/69C.
4. Discussion regarding Matters related to 2013 Vehicle Registration Fee Revenue Bonds and Resolution:
    a. Selection of Trustee
    b. Selection of Underwriting Syndicate
    c. Preliminary Official Statement
    d. Financing Parameters / Pricing Committee
    e. Bond Documents (Resolution, Trust Indenture (Master & Supplemental), Bond Purchase Agreement, Paying Agent/Registrar Agreement)

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

A. Update on SH 365 Project – Louis Jones, Program Manager

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, 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 Meeting Act.)*

A. Approval of Minutes for Regular Meeting held August 21, 2013 and Special Meeting held September 4, 2013.
B. Approval of Project Expense Report for the period from August 14, 2013 to September 13, 2013.
C. Approval of Financial Report for July 2013.
D. Resolution 2013 – 39 – Annual Review of the Hidalgo County Regional Mobility Authority Investment Policy Adopted May 16, 2012.

3. REGULAR AGENDA

A. Resolution 2013-30 – Resolution Authorizing the issuance of one or more series of Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and refunding bonds in an amount not to exceed $63,000,000; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, form of bonds, redemption provisions and other matters pertaining to such series of bonds; approving the execution and delivery of an Indenture of Trust and other transaction documents; approving the Project and Pledge Agreement; ratifying the designation of bond counsel and approving other agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto.
B. Resolution 2013-31 – Approval of an Interlocal Agreement with the City of Mission for advance project development of State Highway 365 Phase II from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).
C. Resolution 2013-32 – Approval of an Interlocal Agreement with the City of Edinburg for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.
D. Resolution 2013-33 – Approval of an Interlocal Agreement with the City of Pharr for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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E. Resolution 2013-34 – Approval of an Interlocal Agreement with the City of San Juan for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.
F. Resolution 2013-35 – Approval of an Interlocal Agreement with the City of Alamo for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.
G. Resolution 2013-36 – Approval of an Interlocal Agreement with the City of Donna for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.
H. Resolution 2013-37 – Approval of an Interlocal Agreement with the City of Weslaco for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.
I. Resolution 2013-38 – Amending the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365, International Bridge Trade Corridor and State Highway 68 (Segment D) to revise the long term finance plan.

4. CHAIRMAN'S REPORT

A. Update on the Texas 83rd Legislative Session

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 Board Attorney on legal issues pertaining to financing options, including current HCRMA obligations (Section 551.071 T.G.C.).
B. Consultation with Board Attorney on legal issues pertaining to the issuance of Hidalgo Count Regional Mobility Authority Vehicle Registration Fee Revenue Bond (Section 551.071 T.G.C.).
C. Consultation with Board Attorney on legal issues pertaining to an Interlocal Agreements with the City of Mission for advance project development of State Highway 365 Phase II from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue) (Section 551.071 T.G.C.).
D. Consultation with Board Attorney on legal issues pertaining to Interlocal Agreements with the Cities of Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco for advance project development of State Highway 68 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
E. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.) .

ADJOURNMENT OF REGULAR 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. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. 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 (3 minutes) applies."

C E R T I F I C A T I O N

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 **12th** day of **September, 2013** at **12:00 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.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.

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Workshop Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP – DISCUSSION REGARDING A PROPOSED INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR ADVANCE PROJECT DEVELOPMENT OF STATE HIGHWAY 365 PHASE II FROM FM 396 (ANZALDUAS HIGHWAY) TO FM 1016 (CONWAY AVENUE)**

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

   Discussion regarding a proposed interlocal agreement with the City of Mission for advance project development of State Highway 365 from Anzalduas Highway to Conway Avenue.

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**: Discussion 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 Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

Norberto "Beto" Salinas, Mayor
Norie Gonzalez Garza, Mayor Pro Tem
Maria Elena Ramirez, Councilwoman

Ruben Plata, Councilman
Dr. Armando O'caña, Councilman
Martin Garza Jr., Interim City Manager

CITY OF MISSION

"Home of the Grapefruit"

COPY

July 17, 2013

Mr. Dennis Burleson
Chairman, HCRMA
Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez
118 S. Cage Boulevard, 4th Floor
Pharr, Texas 78577

RE: ***SH 365***
From: FM 396 (Anzalduas Highway)
To: FM 1016 (Conway Ave.)

Dear Mr. Burleson:

This correspondence is intended to express the concerns that the City of Mission has to the HCRMA Board of Directors regarding the development of SH 365 within the city limits mentioned above (see location map). It is our understanding that due to the shortage of available funds, the HCRMA has decided to delay the implementation of "shovel ready" status for this section of SH 365 (see attached Strategic Plan). Since this decision will certainly have a negative economic impact in this area of our city, I forward the following actions taken by HCRMA Board for the sake of clarifications and explanation to the citizen's of the City of Mission.

- TxDOT and the City of Mission have always understood that the Western termini of Trade Major Corridor Connector (TCC) (SH 365 Presently) has to be FM 1016 (Conway Ave.), since this major arterial within the City of Mission controls the economic growth within our city. Therefore, on April 29, 2010, the Texas Transportation Commission passed Minute Order #112250 designating FM 1016 as the logical termini of TCC (SH 365) with the other termini being FM 3072 (See attached).
- Subsequently the Texas Transportation Commission minute order #113199, dated July 26, 2012, extended the eastern termini of State Highway 365 from FM 3072 South to US 281 (Military Highway) and kept FM 1016 as the western termini of this project (see attached).
- Designation of this segment of the trade corridor as a state highway made it eligible to receive Federal and State financing.
- On March 28, 2012 the HCRMA Board of directors approved the 2012 – 2017 strategic Plan-Project Manager strategy No. 8 approving the limits of the project from FM 396 to FM 3072, effectively leaving out the section from FM 1016 to FM 396.
- TxDOT then requested that the HCRMA amend the 2012 – 2017 strategic plan to include the segment originally designated to FM 1016 as part of Minute Order 112250. Even though no financing has been identified for the construction of this segment (FM 1016 to FM 396), this action allowed the segment to be environmentally clear and begin preliminary engineering.
- Additionally, a public hearing was held at the August 15, 2012 where the HCRMA Board and the City of Mission spoke in favor of the proposed strategic plan amendment. No one spoke against the plan amendment and no written opposition was submitted.

- On October 18, 2012 the HCRMA Board passed the Board Resolution 2012-24 and the strategic plan 2012-2021 amendment, to comply with TxDOT's request and delineated the Western limit of the SH 365 Project up to FM 1016 (see attached).
- Due to the significance of this segment of SH 365, on September 12, 2012, your office approached the City of Mission in an effort to jointly work together and complete the environmental document and schematic for this segment of SH 365. The City of Mission, through the MRA, amended its project plan list to include that portion of SH 365 (from FM 1016 to FM 396) in the "Project list" and expanded the boundaries of the Tax Increment Reinvestment Zone (TIRZ) to include this area. All these actions were taken so the MRA could assist the HCRMA finance at least the development of the schematic and the environmental documents.
- On October 17, 2012, an inter local agreement was approved between HCRMA, City of Mission, and MRA which in effect acknowledged the development of the project segment between FM 1016 and FM 396 stating the project will promote new and expanded business enterprises that create or retain primary jobs within the city as well as improving mobility and quality of life in the city of mission and throughout the region.
- This Interlocal Agreement allowed the MRA to advance the funds required for the development of schematics and environmental studies, provided the HCRMA intends to reimburse the City of Mission and the MRA in full for their contribution.

All of the above efforts were made to develop the section between FM 1016 and FM 396.

It is my understanding that HCRMA has decided to concentrate its efforts and the allocated funds by TxDOT of approximately $120 Million dollars outside of this segment of SH 365 leaving this critical segment with no funds to complete the design and construction.

Therefore, since all efforts to develop this segment to the "shovel ready" status as well as Construction are on hold, I respectfully request your concurrence to allow the City of Mission to pursue securing other possible financing options for this segment of SH 365 and to also allow the City of Mission to act as the fiduciary agent in developing this Segment of SH365. Hidalgo County Pct. #3, Commissioner Joe M. Flores, will also be assisting the City of Mission to ensure we can properly drain this very important project for the city.

The City of Mission remains committed to a partnership with HCRMA to develop the SH 365.

If I can provide further information, please advice.

Sincerely,

Hon. Norberto "Beto" Salinas
Mayor, City of Mission

cc: Senator, Juan "Chuy" Hinojosa, District No. 20
Representative Armando Martinez, Vice Chairman of Transportation
Hon. Ramon Garcia, Judge, and Commissioners, Hidalgo County
Hon. Norberto Salinas, Mayor, City of Mission
HCRMA Board Members
Andrew Canon, Director, HCMPO
Mario Jorge, P.E., Pharr District Engineer, TxDOT

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



STRATEGIC PLAN 2012 – 2021 AMENDMENT

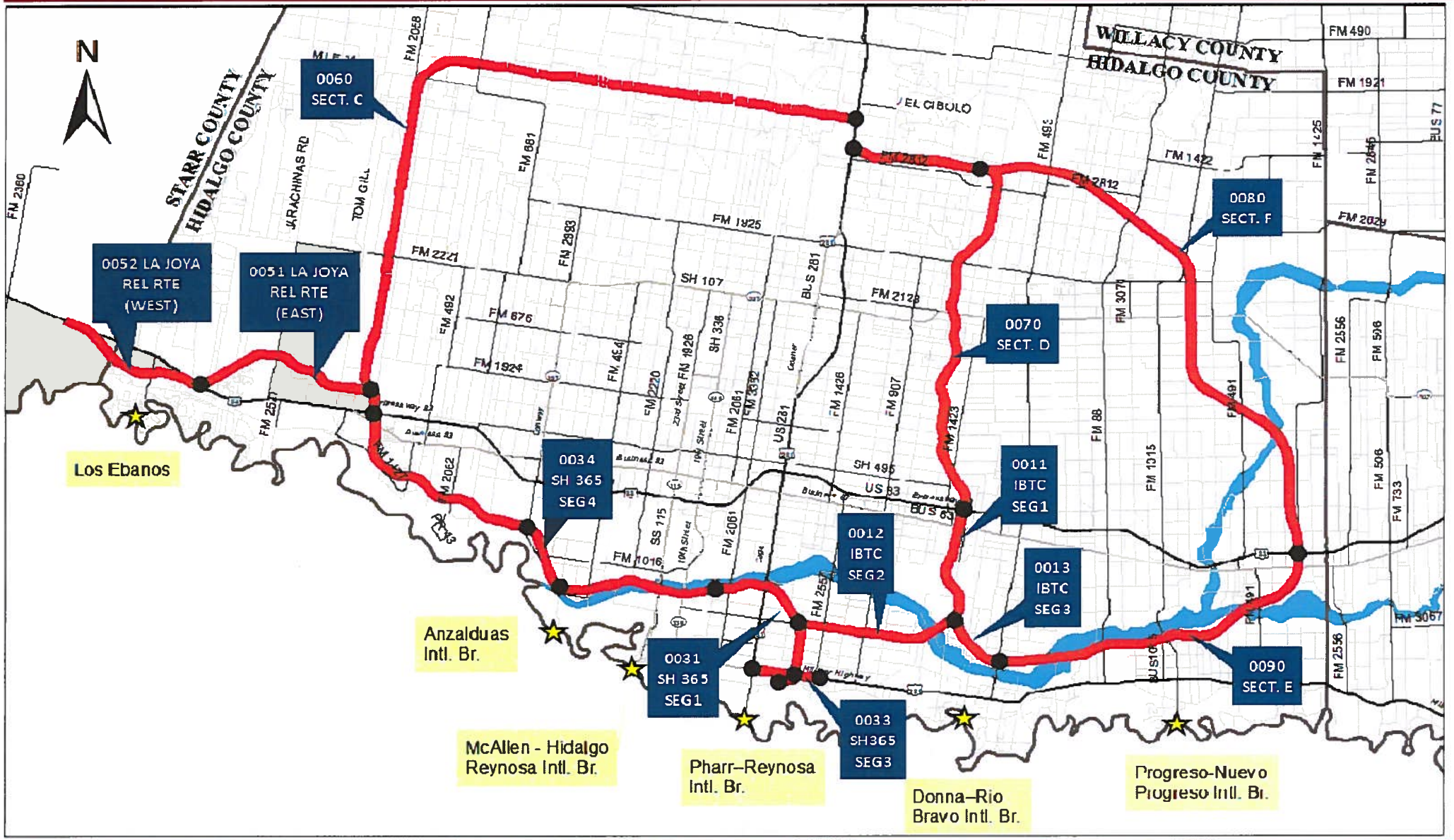
STRATEGY NO. 8 AMENDED 10/18/2012

DATED 07/26/2012

Long-term Loop Concept

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER


N
STARR COUNTY
HIDALGO COUNTY
WILLACY COUNTY
HIDALGO COUNTY
0060 SECT. C
0052 LA JOYA REL RTE (WEST)
0051 LA JOYA REL RTE (EAST)
0080 SECT. F
0070 SECT. D
0011 IBTC SEG1
0012 IBTC SEG2
0013 IBTC SEG3
0090 SECT. E
0034 SH 365 SEG4
0031 SH 365 SEG1
0033 SH365 SEG3
Los Ebanos
Anzalduas Intl. Br.
McAllen - Hidalgo Reynosa Intl. Br.
Pharr–Reynosa Intl. Br.
Donna–Rio Bravo Intl. Br.
Progreso-Nuevo Progreso Intl. Br.
EL CIBOLO
FM 2360
FM 2058
FM 881
FM 2221
FM 2893
FM 1925
FM 1922
FM 2812
FM 490
FM 1921
FM 1422
FM 1425
FM 2646
BUS 77
FM 2029
FM 492
FM 676
FM 1924
FM 2220
SH 107
SH 336
BUS 281
FM 2128
FM 3072
FM 2556
FM 506
FM 491
FM 88
FM 1015
FM 733
FM 3067
FM 1423
FM 1428
FM 907
FM 2061
FM 3392
US 281
SH 495
US 83
BUS 83
SS 115
FM 1016
FM 2062
FM 2557
FM 255
US 281
FM 1427
FM 1426
FM 2557
FM 2556
BUS 281
FM 2557
FM 2556
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FM 2556

Currently Available Funds

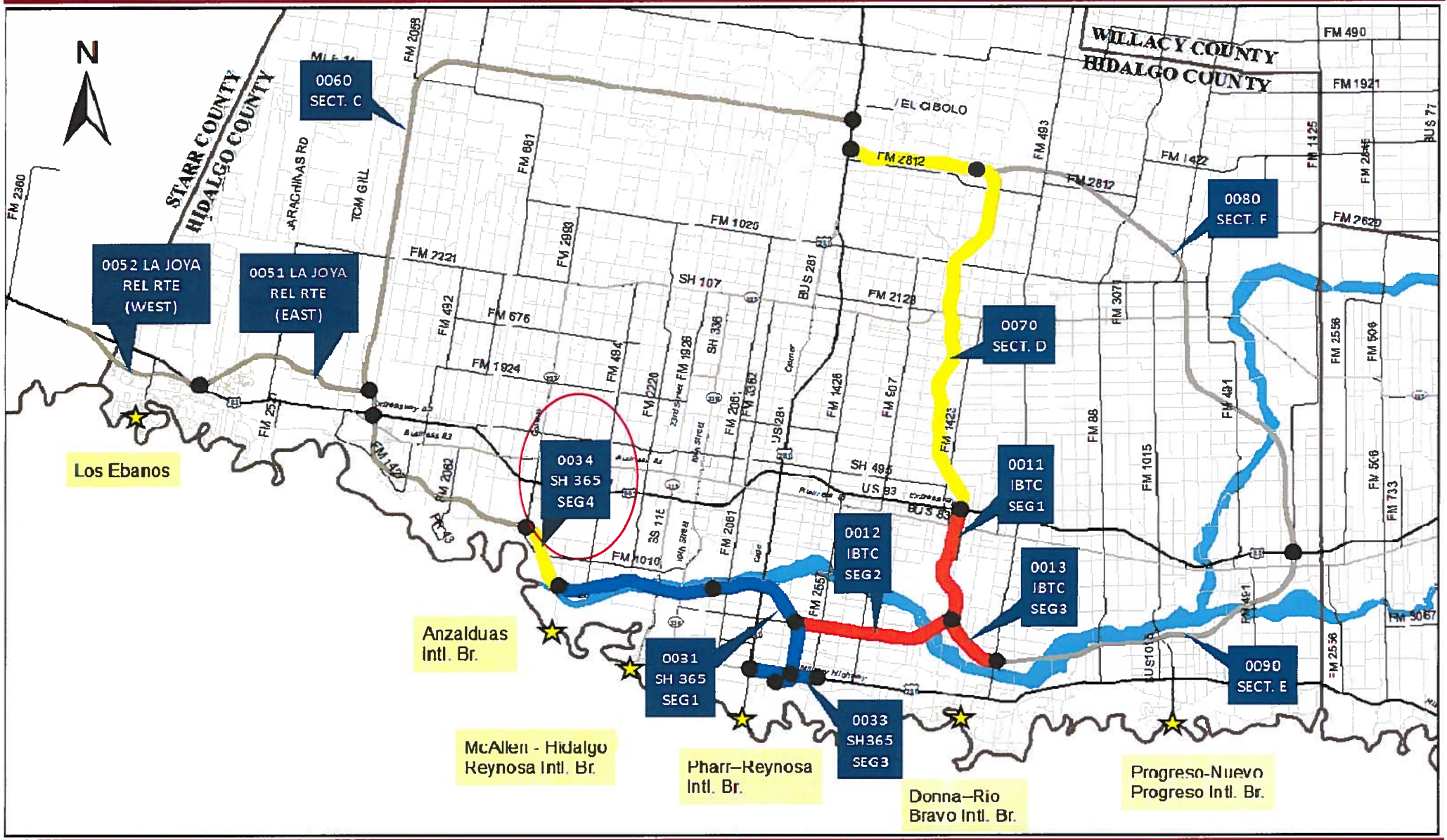
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM – PROGRAM MANAGER

Funding Description	IBTC (All Segments)	SH 365 (All Segments)	Total
TxDOT Category 10 (Earmark)	$ -	$ 1,293,144	$ 1,293,144
TxDOT Category 10 (CBI - On System)	$ -	$ 2,000,000	$ 2,000,000
TxDOT Category 10 (CBI - Off System)	$ -	$ 3,600,000	$ 3,600,000
Total VFR Bonds	*$60M projected Net*		$ 60,000,000
Availability Funds (in lieu of Passthrough Funds)	$ -	$112,055,735	$112,055,735

Selected Strategy 8 – 4 Lane

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Strategy 8 – Highlights

- SH 365: (Segments 1 - 3) (4 Lane) is fully constructed with tolls starting December 2017 (which includes development and construction of the US 281 overpass project whose environmental document would be consolidated into the EA for SH 365).
- SH 365: (Segment 4) (4 Lane) Taken through preliminary engineering with environmental clearance (assuming EA) in April 2014.
- IBTC: (Segments 1 - 3) (4 Lane) is fully constructed with tolls starting October 2019.
- La Joya: Handed back to TxDOT so they can build frontage roads, and at such time as it is toll-viable the HCRMA may develop mainlanes, bridges and toll facilities.
- Section D: Taken through environmental clearance with preliminary engineering with activity ending June 2020.

TEXAS TRANSPORTATION COMMISSION

HIDALGO County

MINUTE ORDER

PHARR District

In HIDALGO COUNTY, local officials have requested the designation of the proposed Trade Corridor Connector Project as STATE HIGHWAY 365 along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557, a distance of approximately 12.73 miles. The new route will enhance mobility in the area by providing a new east-west corridor.

Pursuant to Texas Transportation Code, §§201.103 and 221.001, the executive director recommends designating the proposed Trade Corridor Connector Project as SH 365 along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557.

The Texas Transportation Commission (commission) finds that the designation of SH 365 will facilitate the flow of traffic, promote public safety, and maintain continuity of the state highway system and is necessary for the proper development and operation of the system.

IT IS THEREFORE ORDERED by the commission that SH 365 be designated along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557, a distance of approximately 12.73 miles. In the event construction of the Trade Corridor Connector Project (SH 365) does not begin within 36 months of the date of this order, the order shall become null and void.

IT IS FURTHER ORDERED that if the project is developed by an entity other than the Texas Department of Transportation (department), the maintenance, control, and jurisdiction of the project will remain with the developing entity until the highway is opened to traffic as approved by the department.

Submitted and reviewed by:

Director, Transportation Planning
and Programming Division

Recommended by:

Executive Director

112250 APR 29 10

Minute Number | Date Passed

TEXAS TRANSPORTATION COMMISSION

HIDALGO County

MINUTE ORDER

PHARR District

The Texas Transportation Commission (commission), by Minute Order 112250, dated April 29, 2010, designated the proposed Trade Corridor Connector Project as STATE HIGHWAY 365 in HIDALGO COUNTY along a new location from Farm to Market 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557, a distance of approximately 12.73 miles. The minute order also provided that the designation shall become null and void if construction of the Trade Corridor Connector Project does not begin within 36 months of the date of the minute order.

Subsequent to the April 29, 2010 minute order, the Hidalgo County Regional Mobility Authority (HCRMA) procured the services of a general engineering consultant, conducted traffic and revenue studies, and procured services for environmental studies, surveying and preliminary engineering for development of the Trade Corridor Connector Project. Although HCRMA is committed to expediting and completing development of the project, it is a complex endeavor and will not likely be ready to receive construction bids until fiscal year 2016. HCRMA's strategic plan for development of its overall system of projects also seeks to extend the limits of the project southward to US 281 (Military Highway). Accordingly, HCRMA and the department are recommending that Minute Order 112250 be amended.

The commission finds that amendment of Minute Order 112250 to extend the project limits and the deadline for beginning construction will facilitate the Trade Corridor Connector project, serves the public interest and is in the best interest of the state, is compatible with existing and planned transportation facilities, and serves to further state, regional and local transportation plans and goals.

IT IS THEREFORE ORDERED by the commission that SH 365 be designated along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, approximately 0.9 mile west of FM 2557, and then southward to US 281 (Military Highway), a distance of approximately 14.31 miles. In the event construction of the Trade Corridor Connector Project (SH365) does not begin by August 31, 2016, the order shall become null and void.

IT IS FURTHER ORDERED that if the project is developed by an entity other than the Texas Department of Transportation (department), the maintenance, control, and jurisdiction of the project will remain with the developing entity until the highway is opened to traffic as approved by the department.

Submitted and reviewed by:

James L. Randall

Director, Transportation Planning and Programming Division

Recommended by:

Executive Director

113199 JUL 26 12

Minute Number | Date Passed

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 24

AMENDING 2012-2017 STRATEGIC PLAN – PROJECT MANAGER STRATEGY NO. 8 TO INCLUDE ENVIRONMENTAL CLEARANCE AND PRELIMINARY ENGINEERING OF SH 365 FROM FM 396 TO FM 1016 AND RELATED ACTION

THIS RESOLUTION is adopted this 18th day of October, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396;

WHEREAS, the Texas Department of Transportation has requested that the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 be amended to coincide with Minute Order No. 112250, which delineates the western limit of the SH 365 project up to FM 1016;

WHEREAS, the amendment to the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adds approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016;

WHEREAS, the Authority will also environmentally clear and perform preliminary engineering on the segment of SH 365 from FM 396 to FM 1016 as part of the approved project limit;

WHEREAS, on August 15, 2012, the Authority held a public hearing on the proposed Strategic Plan amendment and received favorable comments and no opposition;

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

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

Section 2. The Board hereby approves the amendment to the 2012-2017 Strategic Plan –

Project Manager Strategy No. 8 to include the segment of SH 365 from FM 396 to FM 1016 attached hereto as Exhibit A to coincide with Texas Department of Transportation Minute Order No. 112250 attached hereto as Exhibit B.

Section 3. The Board authorizes the Executive Director to amend existing professional service contracts to environmentally clear and conduct preliminary engineering on the segment of SH 365 from FM 396 to FM 1016.

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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 18th day of October, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

PROPOSED HIDALGO COUNTY LOOP

BEGIN PROJECT

SH 365 FROM FM 1016
TO ANZALDUAS GSA FACILITY
MISSION REQUESTING $60,000,000.00
FROM GOVERNORS OFFICE FOR CONSTRUCTION
MISSION CONTRIBUTING $2,500,000.00 &
REQUESTING HCRMA TO CONTRIBUTE $2,500,000.00
WITH MISSION AS FIDUCIARY AGENT
FONSI ANTICIPATED APRIL FY 2014

END PROJECT

SH 365 BY HCRMA

GSA

REPUBLIC OF MEXICO

City of Mission

City of McAllen

City of Granjeno

Inspiration Rd
Military Rd
Roadway St
FM 1016
ANZALDUAS HWY
Trinity St
SHARY ROAD
FM 494
S 29th St
S Taylor Rd
Bryan Rd
Stewart Rd
Old Military Hwy
S FM 494
Glasscock Rd
El Camino Real
S Bentsen Rd
ANZALDUAS INTERNATIONAL BRIDGE
2220
2

VICINTY MAP

STATE OF TEXAS

HIDALGO COUNTY

HIDALGO COUNTY

PROPOSED HIDALGO COUNTY LOOP

US 83 RELIEF ROUTE
APPROX. $85,000,000.00
FUNDS ALLOCATED BY TXDOT
FONSI ANTICIPATED
FY 2014

SH 68
FONSI ANTICIPATED
APPROX. $85,000,000.00
FUNDS ALLOCATED BY TXDOT
FY 2015

SH 365 BY HCRMA
APPROX. $120,000,000.00
FUNDS ALLOCATED BY TXDOT
FONSI ANTICIPATED
FY 2014

PROPOSED HIDALGO COUNTY LOOP

PROJECT SITE LOCATION

INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC)

US 83
City of Mission
US 281
40
Anzalduas Bridge
Hidalgo Bridge
Pharr-Reynosa Bridge
Donna-Rio Bravo Bridge
Progresso Int'l Bridge
REPUBLIC OF MEXICO

Legend

- INTERNATIONAL BRIDGES
- ROADS
- GSA FACILITY
- STATE ROADS
- SH 365 FROM FM 1016 TO ANZALDUAS GSA FACILITY
- SH 365, SH 68 & US 83 RELIEF ROUTE CURRENTLY UNDER DESIGN
- PROPOSED HIDALGO COUNTY LOOP (MINIMAL DESIGN BEING COMPLETED)
- CITY OF MISSION
- CITY LIMITS
- WATER
- MEXICO

SH 365 LOCATION MAP FROM FM 1016 TO GSA FACILITY MISSION, TEXAS

3,000 0 3,000 Feet

1 inch = 3,000 feet

PROPOSED HIDALGO COUNTY LOOP LOCATION MAP

CITY OF MISSION, TEXAS · FOUNDED IN 1908 ·

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

July 16, 2013

Mr. Dennis Burleson
Chairman, HCRMA
Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez
118 S. Cage Boulevard, 4th Floor
Pharr, Texas 78577

RE: $10 Vehicle Registration Fee Pledge

Dear Mr. Burleson:

First of all, I would like to thank you for updating the Commissioner's Court on the progress made by the Hidalgo County Regional Mobility Authority (HCRMA) regarding the development of the TCC Project - which will link a Toll Highway between our International Bridges. We are very proud of the HCRMA's achievements and commend you and your present and past board members on all your accomplishments which include the following:

(1) The widely accepted Hidalgo Loop Alignment,
(2) The designation of the TCC corridor by the Texas Department of Transportation (TxDOT) as State Highway 365,
(3) Successful funding by TxDOT to receive approximately $120 million towards the construction of SH 365,
(4) Acceptance of TxDOT's request to allow them to take the lead and construct, with TXDOT funds (approx. $160 million), for the US 83 Relief Route in Western Hidalgo County and SH 68.

Having stated the above, I believe the key to your continued success is finding more partners for this loop. I am in full support of continuing to help the HCRMA and I would like to clarify, in writing, our brief discussions, at the commissioners court, in an effort to mutually understand the statements made during your presentation.

First, I want to clarify my statement(s) in regards to the HCRMA working with the City of Mission on the section of SH 365 from the Anzalduas Int'l Bridge to FM1016. The City of Mission has expressed to me that they would like to see this section of the loop constructed along with your proposed SH 365 project. It is also my understanding, that ***the HCRMA does not have the funds to construct this section of SH 365 and does not plan to construct this section of SH 365 in the near future*** (see the HCRMA Strategic Plan 2012-2014 and location map attached).

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Therefore, I am respectfully requesting that you allow the City of Mission to act as fiduciary agent and take the lead in constructing this section of SH 365. The City of Mission is confident they can obtain the construction funding and finalize all aspects of design, right-of-way acquisition and construction in the same manner as they constructed the Anzalduas Highway. The City of Mission is willing to spend $2.5 million and act as fiduciary agent on the project and is requesting a $2.5 million dollar ***match*** from Hidalgo County which I believe the HCRMA should fund - once the HCRMA borrows against the $10 vehicle registration fee. I am therefore requesting, you meet with Mayor Salinas to discuss the City of Mission's proposal so that we may capitalize on their willingness to contribute towards this project and upon their completion the HCRMA can continue to toll and take over this constructed section of SH 365.

Secondly, I agree that the HCRMA ***should not*** work on other sections of the loop ***until*** a Finding of No Significant Impact (FONSI) on the US 83 Relief Route, SH 365 and SH 68 is received from TXDOT - in an effort to minimize the risk of designating these partially funded Highway Sections as Environmental Impact Statements (EIS) by TXDOT/FHWA. Therefore, in anticipation of receiving a FONSI, for both the US 83 Relief Route and the SH 365 projects, in 10 to 14 months (FY 2014), I am respectfully requesting you initiate finalizing the schematic and Environmental Assessment (EA) for the Loop Section A as soon as you obtain EA clearance on both projects. The Hidalgo Loop Section A does not affect the SH 68 Environmental Clearance and my office is ready to assist the HCRMA on drainage outfalls for the Loop Section A as we are currently assisting TXDOT on the US 83 Relief Route. I fully understand the lack of construction dollars for Section A, but as the Hidalgo County MPO Policy representative, I am confident that projects that shovel ready projects will get funded.

Should you have any questions, please feel free to contact me at my office so we may further discuss how we can mutually continue to work together on this very important project.

Sincerely,



Joe Flores
County Commissioner Pct. #3, Hidalgo County

cc: Senator, Juan "Chuy" Hinojosa, District No. 20
Representative Armando Martinez, Vice Chairman of Transportation
Hon. Ramon Garcia, Judge, and Commissioners, Hidalgo County
Hon. Norberto Salinas, Mayor, City of Mission
HCRMA Board Members
Andrew Canon, Director, HCMPO
Mario Jorge, P.E., Pharr District Engineer, TxDOT

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



STRATEGIC PLAN 2012 – 2021 AMENDMENT

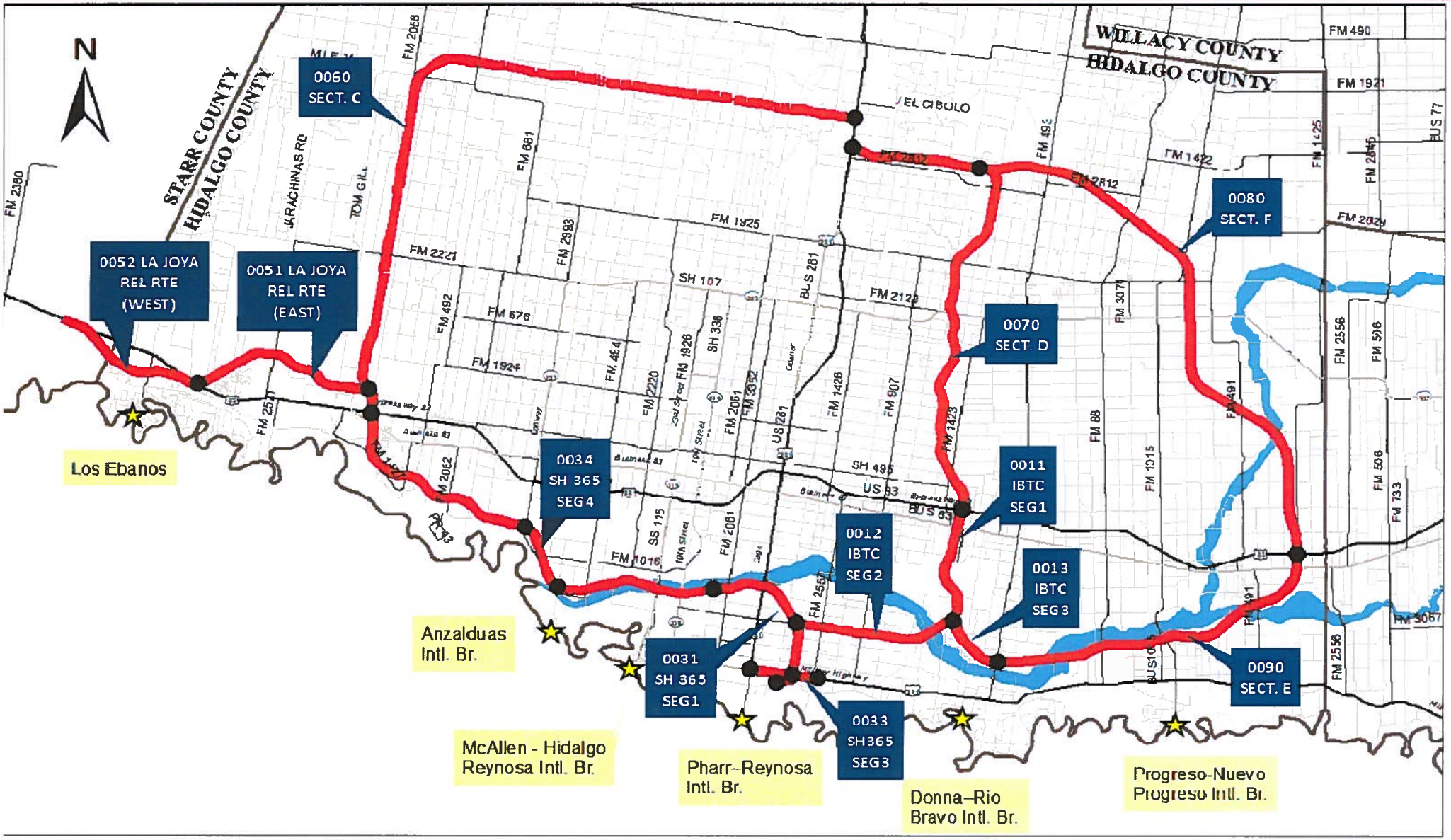
STRATEGY NO. 8 AMENDED 10/18/2012

DATED 07/26/2012

Long-term Loop Concept

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Currently Available Funds

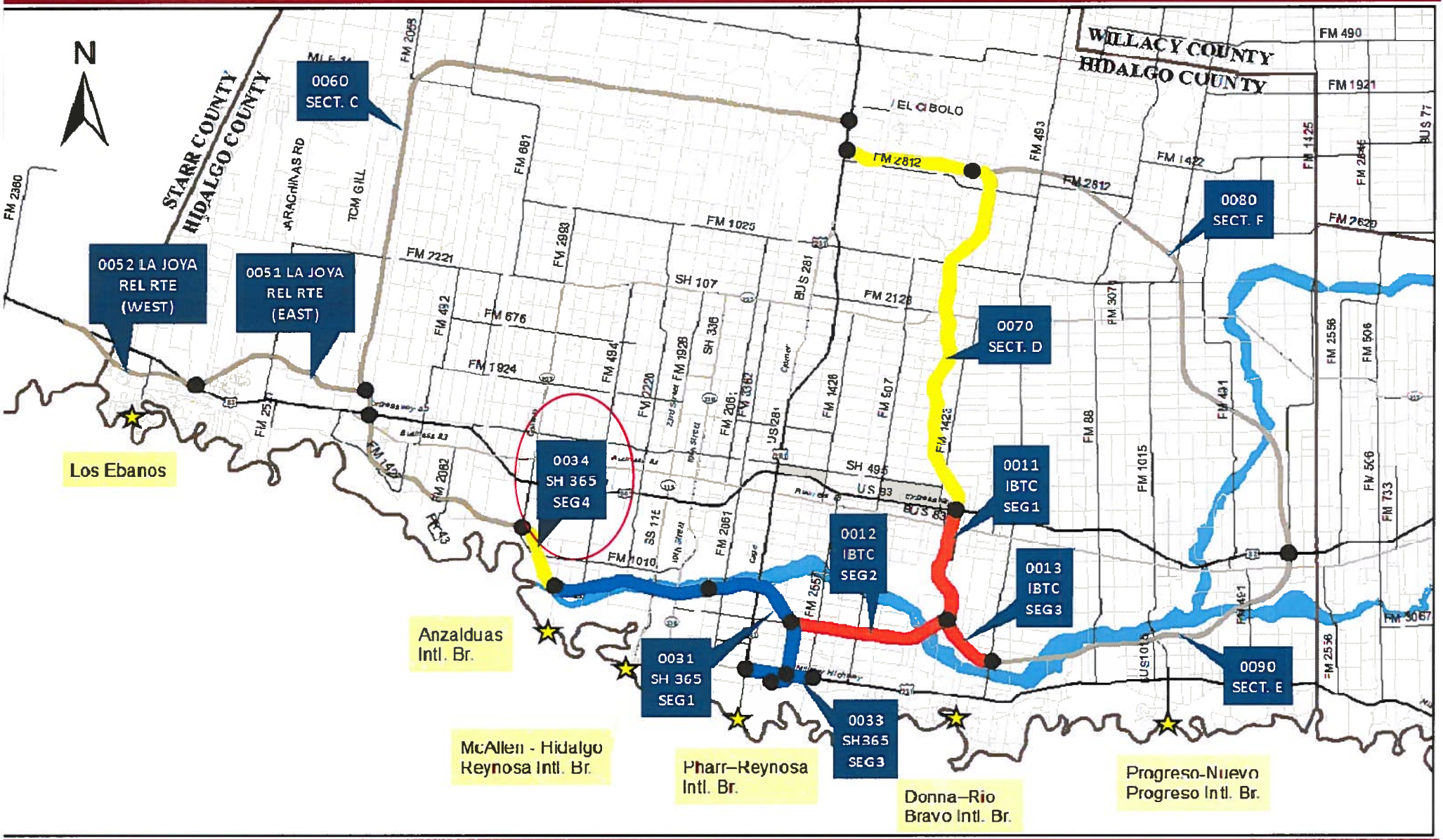
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Funding Description	IBTC (All Segments)	SH 365 (All Segments)	Total
TxDOT Category 10 (Earmark)	$ -	$ 1,293,144	$ 1,293,144
TxDOT Category 10 (CBI - On System)	$ -	$ 2,000,000	$ 2,000,000
TxDOT Category 10 (CBI - Off System)	$ -	$ 3,600,000	$ 3,600,000
Total VFR Bonds	*$60M projected Net*		$ 60,000,000
Availability Funds (in lieu of Passthrough Funds)	$ -	$112,055,735	$112,055,735

Selected Strategy 8 – 4 Lane

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Strategy 8 – Highlights

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER

- SH 365: (Segments 1 - 3) (4 Lane) is fully constructed with tolls starting December 2017 (which includes development and construction of the US 281 overpass project whose environmental document would be consolidated into the EA for SH 365).
- SH 365: (Segment 4) (4 Lane) Taken through preliminary engineering with environmental clearance (assuming EA) in April 2014.
- IBTC: (Segments 1 - 3) (4 Lane) is fully constructed with tolls starting October 2019.
- La Joya: Handed back to TxDOT so they can build frontage roads, and at such time as it is toll-viable the HCRMA may develop mainlanes, bridges and toll facilities.
- Section D: Taken through environmental clearance with preliminary engineering with activity ending June 2020.



PROPOSED HIDALGO COUNTY LOOP SYSTEM

HIDALGO COUNTY

INNER LOOP

OUTER LOOP

LOOP SECTION "C"

End Section C

End Section F

LOOP SECTION "F"

US 83 RELIEF ROUTE
APPROX. $85,000,000.00
FUNDS ALLOCATED BY TXDOT
FONSI ANTICIPATED
FY 2014

LOOP SECTION "A"
EA AND SCHEMATIC CAN BEGIN
AT END OF FY 2014

MISSION REQUESTING $60,000,000.00
FROM GOVERNORS OFFICE FOR CONSTRUCTION
MISSION CONTRIBUTING $2,500,000.00 &
REQUESTING HCRMA TO CONTRIBUTE $2,500,000.00
WITH MISSION AS FIDUCIARY AGENT
FONSI ANTICIPATED FY APRIL 2014

SH 365
APPROX. $120,000,000.00
FUND ALLOCATED BY TXDOT
FONSI ANTICIPATED
FY APRIL 2014

SH 68
APPROX. $85,000,000.00
FUNDS ALLOCATED BY TXDOT
FONSI ANTICIPATED
FY 2015

INTERNATIONAL BRIDGE
TRADE CORRIDOR (IBTC)

LOOP SECTION "E"

Begin Section C
End Section A

Begin Section A

Begin Section E

Begin Section F
End Section E

Hargill
Monte Alto
WILLACY
Edinburg
Palmhurst
Palmview
Mission
Alamo
San Juan
Pharr
Donna
Weslaco
Mercedes
La Feria
Edcouch
La Villa
CAMERON
La Joya
Penitas
Granjeno
Hidalgo
Progreso
Republic of Mexico
State of Tamaulipas

Legend

- STATE ROADS
- SH365 FROM FM 1016 TO ANZALDUAS GSA FACILITY
- SH 365 , SH 68 & US 83 RELIEF ROUTE CURRENTLY UNDER DESIGN
- FUTURE HIDALGO COUNTY LOOP
- HIDALGO COUNTY LOOP (NOT UNDER DESIGN)
- CITY LIMITS

THE COUNTY OF HIDALGO TEXAS

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Workshop Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

2. Agenda Item: **WORKSHOP – DISCUSSION REGARDING PROPOSED INTERLOCAL AGREEMENTS WITH THE CITIES OF EDINBURG, PHARR, SAN JUAN, ALAMO, DONNA AND WESLACO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS**

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

Discussion regarding a proposed interlocal agreement with Cities of Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

4. Budgeted: ___ Yes ___ No X N/A

5. Staff Recommendation**: Disscussion 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 Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

Workshop Item 3

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP – DISCUSSION REGARDING A PROPOSED INTERLOCAL AGREEMENT WITH THE CITY OF PHARR FOR THE HCRMA TO DEVELOP A LOCAL CONNECTOR FROM THE PHARR INTERNATIONAL BRIDGE TO INTERSTATE 2/69C**

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

   Discussion regarding a proposed interlocal agreement with the City of Pharr for the HCRMA to develop a local connector from the Pharr International Bridge to Interstate 2/69C.

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**: Discussion 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 Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

Workshop
Item 4

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**4**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP – DISCUSSION REGARDING MATTERS RELATED TO 2013 VEHICLE REGISTRATION FEE REVENUE BONDS AND RESOLUTION**

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

   Discussion regarding 2013 Vehicle Registration Fee Revenue Bonds and Resolution, including selection of trustee, selection of underwriting syndicate, preliminary official statement, financing parameters/pricing committee and bond documents.

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**: Discussion 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 Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

2. Agenda Item: **PROGRAM MANAGER UPDATE ON SH 365 PROJECT**

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

   Report from Program Manager on progess with SH 365 Project

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

4. Budgeted: ___ Yes ___ No X N/A

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

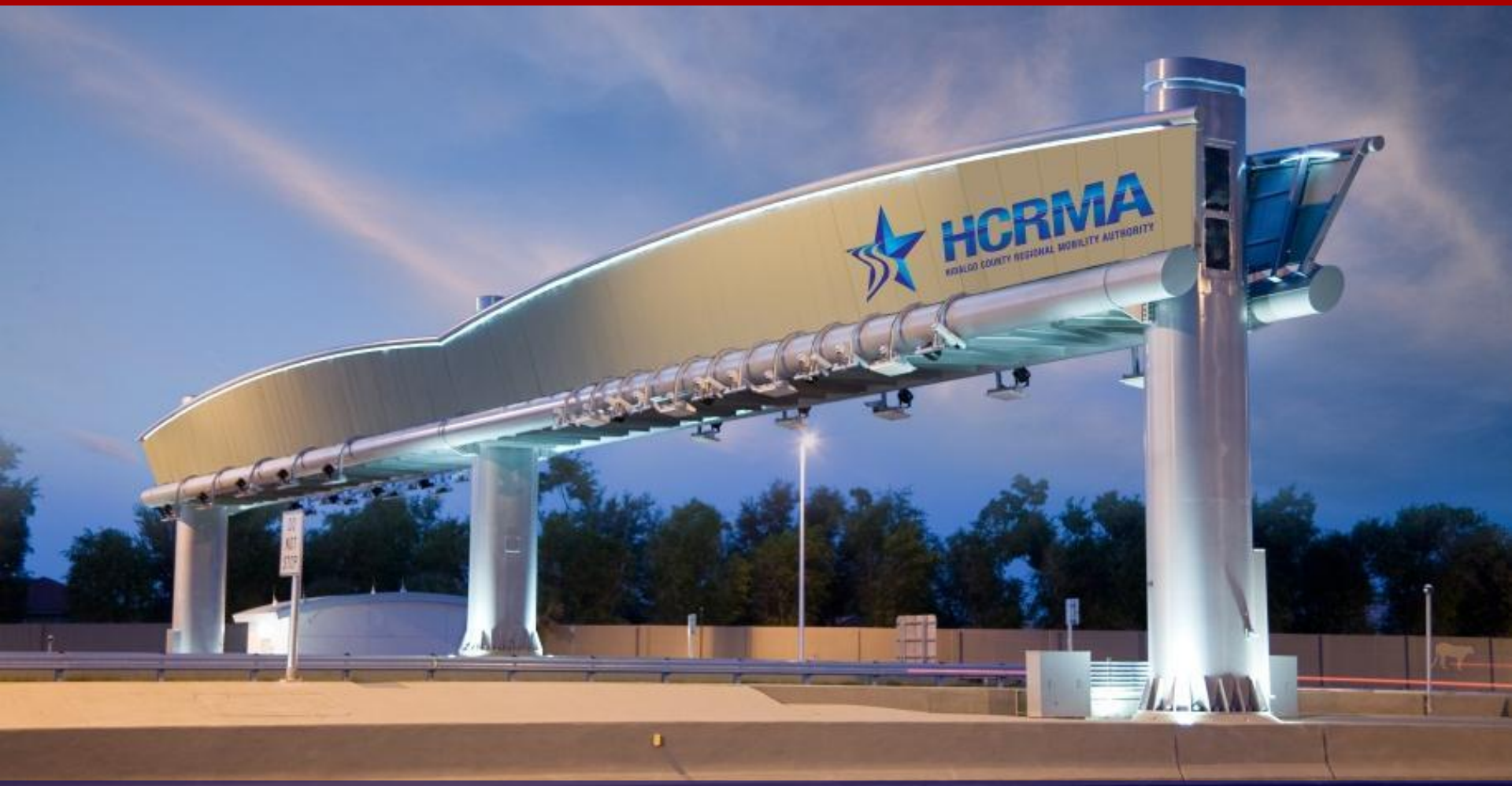
6. Program Manager's Recommendation: ___ Approved ___ Disapproved **X** None

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

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

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

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None



PMC/GEC Report: HCRMA Project Status

Overview

1. Progress on SH 365

2. Progress on IBTC

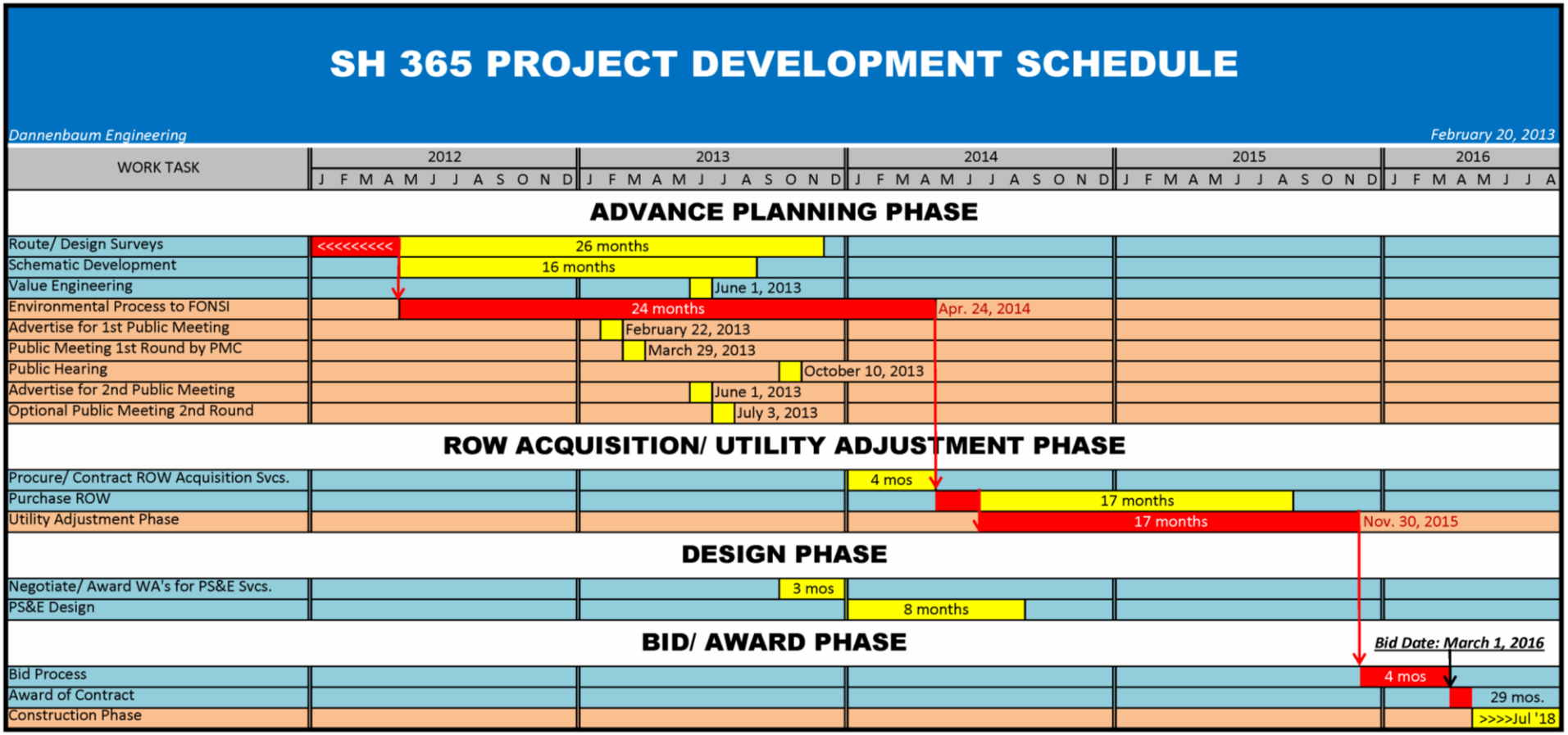
3. Construction Cost Trends

Progress on SH 365

1. Overweight corridor
   - A. Met with TxDOT Pharr District to review sketch level report by C&M and discuss logistics for the overweight route system.
   - B. Met with Port of Brownville to learn how they operate their overweight corridor including their online permitting system and system of certified scales to assure northbound and southbound compliance.
   - C. Implementation plan in development and online permitting system to be online .
2. Environmental
   - A. Draft EA submitted to Pharr District 8/14 and followed up to comments received on the archeological section of the Draft EA and are awaiting approval of TxDOT requested fieldwork.
3. Survey
   - A. Boundary maps are complete. ROW takings will be coordinated in conjunction with HCRMA Staff and PMC.
4. Engineering
   - A. Conducting coordination with utilities requesting payment on utility exposures/identification.
   - B. Finalizing drainage and utility studies, and once VE items and Stakeholder Coordination have been provided and in process of receiving final instructions to wrap up the schematic.

Progress on SH 365

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



Progress on IBTC

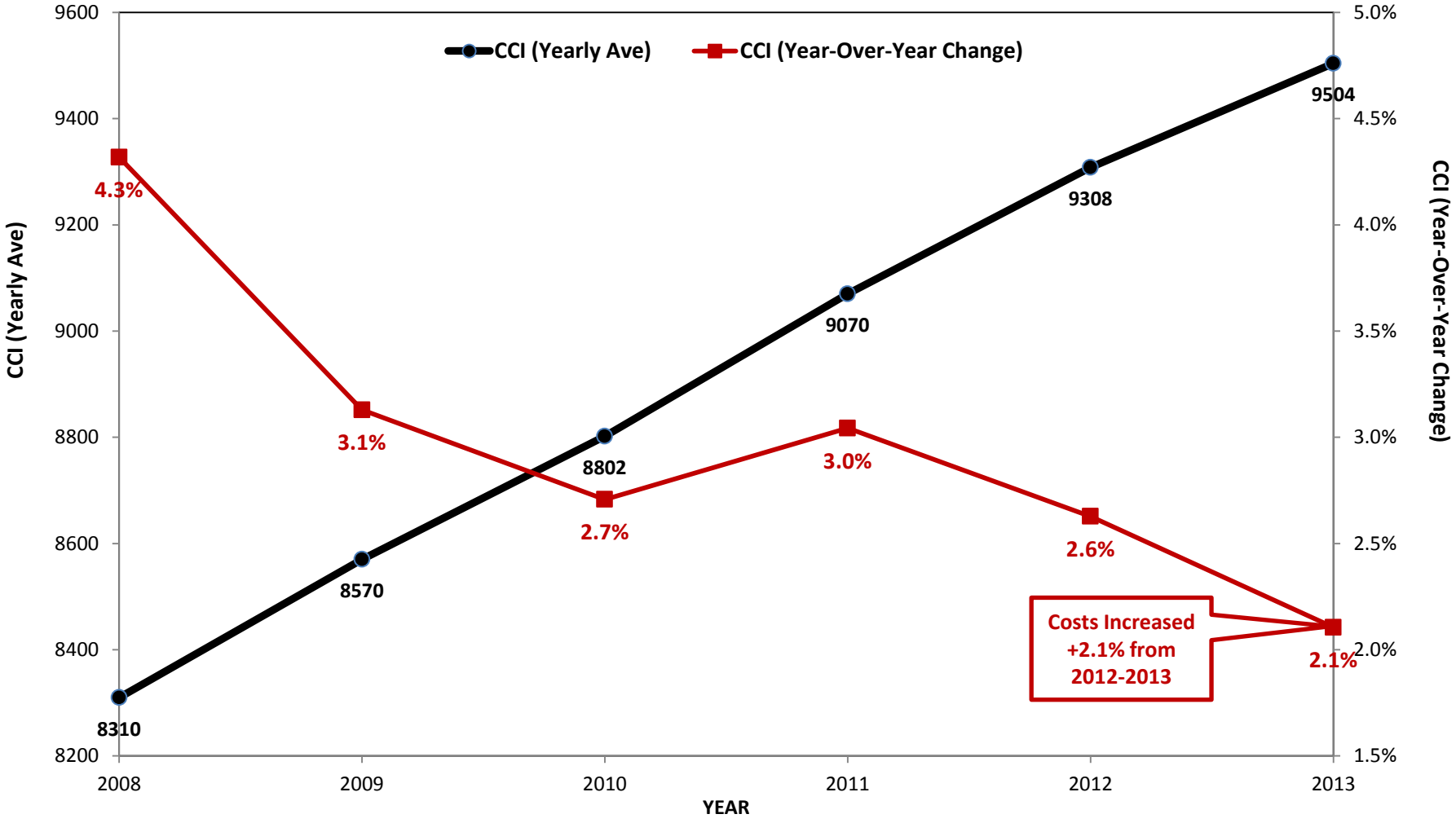
1. Field Survey and Photogrammetry (completed)
   - A. Right of Entry complete.
   - B. Primary control and secondary control has been set.
   - C. Setting of aerial targets and low level flight has been competed.
   - D. Aerial company has completed aerotriangulation and will move onto planimetric data collection, DTM development, contours, and digital orthophotos.
   - E. Boundary survey is complete.

2. Engineering (completion anticipated end of September)
   - A. With boundary established and low level flight complete, the GEC can finalize the schematic.

Construction Cost Index

Source: ENR.com Construction Cost Index for September 2013

Construction Cost Index (2008-2013) (as of September 2013)



Construction Cost Trends: Asphalt Paving Prices

1. The 20-city average price for liquid asphalt has changed in 2013:
   a. +0.3% Jan
   b. -0.3% Feb
   c. +0.1% in Mar
   d. +0.1% in Apr
   e. +1.1% in May
   f. +0.7% in June
   g. +0.6% in July
   h. +0.5% in August
   i. +0.6% in Sept
2. Asphalt paving costs increased 0.6% this month after climbing 2.9% during the previous four months, leaving ENR's 20-city average price for PG-58 liquid asphalt 4.1% above a year ago.

Source: ENR.com Material Trends for September 9, 2013
(Cement/Concrete/Aggregate)

20-City Average

ITEM	UNIT	PRICE	% CHG. MO.	% CHG. YEAR
ASPHALT PAVING				
PG 58	ton	395.13	+0.6	+4.1
Cutback, MC800	ton	375.19	–0.1	+1.6
Emulsion, RAPID SET	ton	356.04	–0.2	+1.5
SLOW SET	ton	361.02	–0.2	+1.6
PORTLAND CEMENT				
Type one	ton	110.88	–0.2	+2.0
MASONRY CEMENT				
70-lb bag	bag	8.16	–1.7	–0.3
GRAVEL				
1 1/2" down to 3/4"	ton	10.46	0.0	–3.4
3/4" down to 3/8"	ton	10.98	0.0	+1.1
CRUSHED STONE				
Base course	ton	10.42	0.0	+0.5
Concrete course	ton	10.88	0.0	+0.8
Asphalt course	ton	11.12	0.0	–0.1
SAND				
Concrete	ton	9.22	0.0	+0.5
Masonry	ton	10.32	0.0	–0.5
CONCRETE READY-MIX				
3,000 psi	cy	102.78	–0.3	+1.3
4,000 psi	cy	108.49	–0.5	+0.8
5,000 psi	cy	116.27	–0.3	+0.5
STANDARD MODULAR BRICK	M	353.80	0.0	+0.8
CONCRETE BLOCK				
Normal-weight: 8" x 8" x 16"	C	138.43	0.0	+1.6
Lightweight: 8" x 8" x 16"	C	161.52	0.0	+4.3
12" x 8" x 16"	C	175.43	0.0	+1.3
MASON'S LIME	ton	236.64	+0.2	+5.0

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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD AUGUST 21, 2013 AND SPECIAL MEETING HELD SEPTEMBER 4, 2013**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of minutes for the Hidalgo Count Regional Mobility Authority Board of Directors Regular Meeting held August 21, 2013 and Special Meeting held September 4, 2013.

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 August 21, 2013 and Special Meeting held September 4, 2013 as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: **X** Approved ___Disapproved ___None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. 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 a Regular Meeting on **Wednesday, August 21, 2013**, at 5:32 pm at the Pharr City Hall, City Commission Chamber, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	David Guerra, Director	HCRMA
	Josue Reyes, Director	HCRMA
Absent:	Alonzo Cantu, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Jerry Dale, Chief Financial Officer	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR WORKSHOP

Chairman Burleson called the workshop to order.

1. Discussion regarding an Interlocal Agreement with the City of Mission for advance project development of State Highway 365 from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).
   Pilar Rodriguez, Executive Director, discussed the proposal from the City of Mission to partner for the advance project development for SH 365 from Anzalduas Highway to Conway Avenue. Martin Garza, Mission City Manager, indicated that the City of Mission would commit $2.5 Million toward the design of this segment of roadway. No action taken.

2. Discussion regarding and Interlocal Agreement with Hidalgo County Precinct No. 2 for Right of Way Acquisition Services and Hidalgo County Drainage District No. 1 to develop drainage outfalls for the SH 365 and IBTC Projects.
   Pilar Rodriguez, Executive Director, discussed a proposal from County Commissioner "Tito" Palacios to assist with the acquisition of right of way for the SH 365 Project. The Commissioner's Office has capacity of assist with acquisition and offered to undertake a portion of the work for the HCRMA under a formal interlocal agreement. No action taken.
   Pilar Rodriguez, Executive Director, discussed a proposal by HCRMA staff to request that Hidalgo County Drainage District No. 1 develop the drainage outfalls that are necessary for the SH 365 Project, with the HCRMA funding the pro-rata share of the work. Godfrey Garza, Drainage District Manager, discussed the Drainage District's ability and willingness to partner with the HCRMA to develop the outfalls. No action taken.

3. Presentation of Sketch Level Traffic & Revenue Study for the Overweight Truck Corridor and SH 365.
   Louis Jones, Program Manager – HCRMA, reviewed the sketch level Traffic & Revenue Study for the Overweight Truck Corridor. Mr. Jones reviewed the number of overweight trucks that are project to cross from Mexico into Hidalgo County and the potential revenue that would be generated through an overweight corridor permit. No action taken.

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4. Discussion regarding Depository Service Agreement with First National Bank.
   Pilar Rodriguez, Executive Director, deferred discussion of this item to Executive Session in order to consult with the Board Attorney on a legal matter related to the depository service agreement. No action taken.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

Chairman Burleson called the regular meeting to order.

PUBLIC COMMENT

None.

1. REPORTS

A. Update of SH 365 Project – Louis Jones, Program Manager
   Louis Jones, Program Manager, provided a summary update on the progress for the SH 365 Project. No action taken.

2. CONSENT AGENDA (All matters listed under the 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, 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 Meetings Act.)

Motion by David Guerra, with a second by Forrest Runnels, to approve the Consent Agenda with the exception of Item 2B, which will be considered separately. Motion carried unanimously.

A. Approval of Minutes for Regular Meeting held June 19, 2013.
   Approved the Minutes for Regular Meeting held June 19, 2013 as presented.

B. Approval of Project Expense Report for the Period from June 12, 2013 to July 15, 2013.
   Motion by Michael Cano, with a second by David Guerra, to approved the Project Expense Report for the Period from June 12, 2013 to July 15, 2013 in the revised amount of $388,409.17. Motion carried unanimously.

C. Approval of Financial Report for May 2013.
   Approved the Financial Report for May 2013 as presented.

3. REGULAR AGENDA

A. Resolution 2013-24 – Approval of the Transportation Project and Pledge Agreement.
   Motion by Josue Reyes, with a second by Ricardo Perez, to approve Resolution 2013-24 – Approval of the Transportation Project and Pledge Agreement as presented. Motion carried unanimously.

`

B. Resolution 2013-25 – Approval of Extension of Financial Advisory Service Agreement with First Southwest Company.
Motion by Ricardo Perez, with a second by Forrest Runnels, to approve Resolution 2013-25 – Approval of Extension of Financial Advisory Service Agreement with First Southwest Company for a period of one year. Motion carried unanimously.

C. Resolution 2013-26 – Authorizing Intervention in the Joint Application of Electric Transmission of Texas, LLC and Sharyland Utilities, LP, to amend their Certificate of Convenience and Necessity and Authorizing the addition of Special Counsel to the Authority's Legal Team.
Motion by Michael Cano, with a second by David Guerra, to approve Resolution 2013-26 – Authorizing Intervention in the Joint Application of Electric Transmission of Texas, LLC and Sharyland Utilities, LP, to amend their Certificate of Convenience and Necessity and Authorizing the addition of Special Counsel to the Authority's Legal Team. Motion carried unanimously.

4. CHAIRMAN'S REPORT

A. Update on the Texas 83rd Legislative Session – Rene Ramirez, Pathfinders.
Chairman Burleson reported that Governor Perry had called a third Special Session for the Legislature. A report, which will include any action from the Special Session, will be given at the September 2013 meeting. No action taken.

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)

Motion by Michael Cano, with a second by Ricardo Perez, to enter into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 – Consultation with Attorney regarding items 6A, 6B, 6C, 6D & 6E. Motion carried unanimously.

Chairman Burleson recessed the meeting at 6:24 pm to go into Executive Session. Chairman Burleson reconvened the meeting at 6:49 pm with the following action taken on the Executive Session items:

A. Consultation with Board Attorney on legal issues pertaining to financing options, including current obligations (Section 551.071 T.G.C.). **No action taken.**

B. Consultation with Board Attorney on legal issues pertaining to the Transportation Project and Pledge Agreement (Section 551.071 T.G.C.). **No action taken.**

C. Consultation with Board Attorney on legal issues pertaining to the sale of Hidalgo Count Regional Mobility Authority Vehicle Registration Fee Revenue Bonds (Section 551.071 T.G.C.). **No action taken.**

D. Consultation with Board Attorney on legal issues pertaining to the Intervention in PUC Docket 41606 - Cross Valley Project (Section 551.071 T.G.C). **No action taken.**

E. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.). **No action taken.**

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ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:54 pm.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

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STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Special Meeting on **Wednesday, September 4, 2013**, at 5:30 pm at the Pharr City Hall, City Commission Chambers, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	David Guerra, Director	HCRMA
	Josue Reyes, Director	HCRMA
Absent:	Dennis Burleson, Chairman	HCRMA
	Alonzo Cantu, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Jerry Dale, Chief Financial Officer	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR WORKSHOP

Vice Chairman Cano called the workshop to order.

1. Presentation on local government investment service provided by TexSTAR.
Mica Owens, Regional Account Representative TexSTAR/First Southwest, provided a presentation on the investment services offered to local governments by TexSTAR. Ms. Owens noted that all services provided are in conformance with the Public Fund Investment Act and the program is governed by a board comprised of local government representatives. Ms. Owens also noted that over 700 local governments utilize TexSTAR's services. No action taken.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR SPECIAL MEETING

Vice Chairman Cano called the special meeting to order.

PUBLIC COMMENT

1. REPORTS

A. State Highway 365 Project – Louis Jones, Program Manager
The report for the State Highway 365 Project was deferred and will be given at the Regular Board of Directors Meeting on September 18, 2013. No action taken.

B. International Bridge Trade Corridor – Pilar Rodriguez, Executive Director
Pilar Rodriguez, Executive Director, reported that Statements of Qualifications were solicited for Engineering, Geotechnical and Right of Way Surveying. The Statements of Qualifications are all due on September 20, 2013. Mr. Rodriguez also reported that staff will be rating and ranking the firms that submit statements and will recommend a short list to the Board of Directors for further consideration. No action taken.

2. RESOLUTIONS

A. Resolution 2013-27 – Approval of proposed schedule for issuance of Hidalgo County Regional Mobility Authority 2013 Vehicle Registration Fee Revenue Bond for SH 365 and IBTC Projects.
Motion by Josue Reyes, with a second by David Guerra, to approve Resolution 2013-27 – Approval of proposed schedule for issuance of Hidalgo County Regional Mobility Authority 2013 Vehicle Registration Fee Revenue Bond for SH 365 and IBTC Projects. Motion carried unanimously.

B. Resolution 2013-28 – Authorization to establish a local government fund investment pool account with TexSTAR.
Motion by Ricardo Perez, with a second by Forrest Runnels, to approve Resolution 2013-28 – Authorization to establish a local government fund investment pool account with TexSTAR. Motion carried unanimously.

C. Resolution 2013-29 – Authorizing the addition of Jerry Dale and Pilar Rodriguez as signatories on all First National Bank Accounts.
Motion by Ricardo Perez, with a second by David Guerra, to approve Resolution 2013-29 – Authorizing the addition of Jerry Dale and Pilar Rodriguez as signatories on all First National Bank Accounts. Motion carried unanimously.

3. 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)

The Board of Directors did not enter into Executive Session on any item(s).

A. Consultation with Board Attorney on legal issues pertaining to financing options, including current obligations (Section 551.071 T.G.C.). ***No action taken.***
B. Consultation with Board Attorney on legal issues pertaining to the issuance of Hidalgo County Regional Mobility Authority Vehicle Registration Fee Revenue Bond for SH 365 and IBTC Projects (Section 551.071 T.G.C.). ***No action taken.***
C. Consultation with Board Attorney on legal issues pertaining to the establishment of a local government fund investment pool account with TexSTAR (Section 551.071 T.G.C.). ***No action taken.***

ADJOURNMENT OF SPECIAL MEETING

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:04 pm.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

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Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF PROJECT EXPENSE REPORT FROM AUGUST 14, 2013 THROUGH SEPTEMBER 13, 2013**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of project expense report for the period from August 14, 2013 to September 13, 2013.

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

4. Budgeted: X Yes ___No ___N/A

   Funding Source: Vehicle Registration Fund Balance after Expenses $3,701,000.00

General Account	$ 46,152.95
Loop Account	$344,703.68
Debt Service Account	$148,347.02
Total Project Expenses for Reporting Period	**$539,203.65**

5. Staff Recommendation**: Motion to approve the project expense report for the period from August 14, 2013 to September 13, 2013 as presented.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Expense Report for the Period from August 14, 2013 to September 13, 2013**

Attached is the expense report for the period commencing on August 14, 2013 and ending on September 13, 2013.

Expenses for the General Account total $46,152.95, Loop Account total $344,703.68, and for the Debt Service Account total $148,347.02. The aggregate expense for the reporting period is $539,203.65.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of $539,203.65**.

This leaves a balance in the Vehicle Registration Fund after expenses of $3,701,000.

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXPENSE REPORT

August 21, 2013

General Account - 280003536

		Make Check Payable to	Date	Memo:		Amount	Ck #
Salaries & Wages							
	16200.000	City of McAllen	8/21/2013	Payroll 17 08/05/13-08/18/13	$	10,904.48	
	16200.000	City of McAllen	9/4/2013	Payroll 18 08/19/13-09/01/13	$	9,680.16	
	16200.000	City of McAllen	8/15/2013	26334	$	119.00	
Supplies							
	11220.000	CDW-G	8/19/2013	FG18235 (2 Laptops)	$	2,878.71	
	11220.000	CDW-G	8/20/2013	FG69288 (Software)	$	753.51	
	11220.000	CDW-G	8/21/2013	FG99012 (Software)	$	786.07	
	17140.000	Office Depot	8/20/2013	671557554-001	$	159.80	
Travel & Training							
	16600.000	A Fast Delivery	8/16/2013	2013002981	$	109.75	
	16600.000	A Fast Delivery	9/3/2013	2013003178	$	111.25	
	16600.000	Pilar Rodriguez	8/23/2013	Travel to El Paso	$	252.83	
Rental Contractual							
	17150.000	City of Pharr	8/28/2013	HC082813	$	1,000.00	
	17150.000	Wells Fargo	8/29/2013	5000440892	$	330.02	
Professional Services							
	16070.000	Celia Gaona	9/10/2013	10006	$	2,520.00	
	17120.000	Jerry Dale	9/3/2013	Aug-13	$	4,750.00	ACH
	17050.000	Long Chilton	7/31/2013	Indepentent Auditor's Report	$	6,000.00	
	17210.000	Pena Designs	9/2/2013	Invoice 15	$	150.00	
	17050.000	Salinas Allen Schmitt	9/3/2013	102931	$	850.00	
	17100.000	Tuggey Fernandez	9/10/2013	11420	$	129.12	ACH
	17310.000	First National Bank	9/3/2013	Visa Closing 8/30/13	$	4,668.25	
					$	**46,152.95**	

Loop Account - 280003609

Administrative Svc							
	26400.000	Advance Publishing Company		4216 SOQ IBTC Geotechnical Svcs	$	240.00	
	26400.000	Advance Publishing Company		4217 SOQ IBTC ROW Surveying Svc	$	240.00	
	26400.000	Advance Publishing Company		4218 SOQ IBTC Engineering Services	$	240.00	
	26400.000	Advance Publishing Company		4251 RFP HCRMA Title Report Svcs	$	216.00	
	26400.000	Advance Publishing Company		4252 SOQ HCRMA Appraisal Svcs	$	240.00	
	26400.000	Advance Publishing Company		4253 SOQ HCRMA ROW Agents	$	240.00	
Engineering Services							
	28000.000	L&G Engineering					
	28000.000	S&B Infrastructure	8/16/2013	U1695.100-08	$	5,505.39	ACH
	28000.000	Tedsi	8/22/2013	20131643	$	82,874.44	
Surveying Services							
	28000.000						
	28000.000	Quintanilla, Headly & Assoc					
Environmental							
	28000.000	Atkins	9/9/2013	1176076 SH365	$	15,804.16	ACH
	28000.000	Atkins					
Legal Services							
	27100.000	Dan Rios	9/11/2013	10537	$	7,425.00	
	27100.000	Tuggey Fernandez	9/11/2013	11421	$	2,810.00	
Program Management							
	28000.000	Dannenbaum	9/9/2013	4652-01/22/XV (WA 6, Supp 1,3&4)	$	228,868.69	ACH
Acquisition Services							
Financial Services							
	28000.000	First Southwest					
					$	**344,703.68**	

Debt Service - 280003862

	47320.000	First National Bank		Loan # 1286007585	$	148,347.02	
					Total	**$ 539,203.65**	

TRANSFERS

Loop	280003609	23000.000	Hidalgo County RMA		Reimbursement to General Acct	$	44,772.31
Vehicle	280003617	33000.000	Hidalgo County RMA		Transfer to Debt Service Acct	$	148,347.02

Recommend Approval/Pilar Rodriguez, E.D.

Date Approved

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman

City of McAllen

PAYROLL 17 (2013)

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Interim Payroll Manager

Date: August 21, 2013

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of $ 10,904.48 to the Finance Department. This is to cover the following: payroll from 8/5/2013 through 8/18/2013

The following is a breakdown:

RA	Salary	9,346.67
RB	Overtime	0.00
RC		
RD	FICA	632.87
RE	TMRS	336.10
RF	TWC	0.00
RG	Group Term Life Ins	0.00
RH	Health Insurance Emp plus Fam	588.84
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 10,904.48

If you should have any questions, please feel free to contact me at 956-681-1041.

Thank you.

City of McAllen

Payroll 18 (2013)

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Interim Payroll Manager

Date: September 4, 2013

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of $ 9,680.16 to the Finance Department. This is to cover the following: payroll from 8/19/2013 through 9/1/2013

The following is a breakdown:

RA	Salary	8,421.68
RB	Overtime	132.41
RC		
RD	FICA	246.64
RE	TMRS	538.90
RF	TWC	0.00
RG	Group Term Life Ins	4.85
RH	Health Insurance Emp plus Fam	335.68
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 9,680.16

If you should have any questions, please feel free to contact me at 956-681-1041.

Thank you.

Regional Mobility Authority PRE-BILL AGENCYACCOUNT											
EMPLOYEE NAME	STATUS	HEALTH	DENTAL		VISION	BASIC	SUPP LIFE	LTD	STD	ADMIN FEES (38883)	
Rodriguez, Pilar	FT	Family	PAYROLL DEDUCTED							$	59.50
Koll, Flor	FT	Self	PAYROLL DEDUCTED							$	59.50
TOTALS			$ -		$ -	$ -	$ -	$ -		$	119.00

STATEMENT

City of McAllen
P O BOX 220
MCALLEN TX 78505-0220

(956) 681-1400 Ext. 0000

Account:	38883
Date:	8/15/2013

Amount Paid:

Customer No.: 38883
TYPE: AGENCY ADMIN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FLOR KOLL
ATTN: FLOR KOLL
118 S CAGE BLVD 4TH FLOOR
PHARR TX 78577

Document No.	Date	Code	Description	Amount	Balance
000026334	8/15/2013	SLS	Sales / Invoices	$119.00	$119.00

Current	31 - 60 Days	61 - 90 Days	91 and Over
$119.00	$0.00	$0.00	$0.00

Amount Due:	$119.00

Codes: SLS = Sales / Invoices FIN = Finance Charges CR = Credit Memos
DR = Debit Memos PMT = Payments RTN = Returns
BBF = Beginning Balance

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/15/2013
CUSTOMER NO: 38883

NAME: HIDALGO COUNTY REGIONAL MOBILITY A
TYPE: AGENCY ADMIN

REMIT AND MAKE CHECK PAYABLE TO:
City of McAllen
P O BOX 220
MCALLEN TX 78505-0220

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ATTN: FLOR KOLL
118 S CAGE BLVD 4TH FLOOR
PHARR TX 78577
TOTAL DUE: $119.00

REMIT PAYMENT TO:

CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
FG18235	08/19/13	12084369
SUBTOTAL	**SHIPPING**	**SALES TAX**
$2,659.32	$0.00	$219.39
DUE DATE		**AMOUNT DUE**
09/18/13		**$2,878.71**

607 1 MB 0.405 E0219X I0369 D759239943 P1574383 0001:0001

HCRMA
ACCTS PAYABLE
PO BOX 1766
PHARR TX 78577-1633

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
08/19/13	FG18235	Net 30 Days	09/18/13
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
08/14/13	UPS Ground	2013-001	12084369

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2842933	HP SB 8570 I7-3520 500GB 8GB W7P/W8P Manufacturer Part Number: C6Z55UT#ABA Serial No: 5CB31035N1 Serial No: 5CB310367F	2	2	0	1,329.66	2,659.32

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:
JAN CAMARGO 12-705-6272 ancam@cdwg.com	HIDALGO COUNTY REGIONAL MOBILITY AU FLOR KOLL 118 S CAGE BLVD FL 4 PHARR TX 78577-4810
SALES ORDER NUMBER	
M579192	

SUBTOTAL	$2,659.32
SHIPPING	$0.00
SALES TAX	$219.39
AMOUNT DUE	$2,878.71

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

01:0001

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
FG69288	08/20/13	12084369
SUBTOTAL	**SHIPPING**	**SALES TAX**
$696.08	$0.00	$57.43
DUE DATE		**AMOUNT DUE**
09/19/13		**$753.51**

608 1 MB 0.405 E0220X I0370 D759880336 P1574383 0001:0001

HCRMA
ACCTS PAYABLE
PO BOX 1766
PHARR TX 78577-1633

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
08/20/13	FG69288	Net 30 Days	09/19/13
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
08/14/13	ELECTRONIC DISTRIBUTION	2013-001	12084369

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2894917	MS GSA OFFICE PRO PLUS 2013 Manufacturer Part Number: 79P-04712 Electronic distribution - NO MEDIA	2	2	0	348.04	696.08

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CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:
JAN CAMARGO 12-705-6272 ancam@cdwg.com	HIDALGO COUNTY REGIONAL MOBILITY AU FLOR KOLL 118 S CAGE BLVD FL 4 PHARR TX 78577-4810
SALES ORDER NUMBER	
M579367	

SUBTOTAL	$696.08
SHIPPING	$0.00
SALES TAX	$57.43
AMOUNT DUE	$753.51

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

01:0001

REMIT PAYMENT TO:

CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
FG99012	08/21/13	12084369
SUBTOTAL	**SHIPPING**	**SALES TAX**
$726.16	$0.00	$59.91
DUE DATE		**AMOUNT DUE**
09/20/13		**$786.07**

585 1 MB 0.405 E0209X I0335 D760357657 P1575698 0001:0001

HCRMA
ACCTS PAYABLE
PO BOX 1766
PHARR TX 78577-1633

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

VOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
08/21/13	FG99012	Net 30 Days	09/20/13
RDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
08/14/13	UPS Ground	2013-001	12084369

EM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2827613	AVL ACROBAT PRO 11 LIC 1+ Manufacturer Part Number: 65195512AF01A00 Electronic distribution - NO MEDIA	2	2	0	363.08	726.16

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Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
CAMARGO 05-6272 m@cdwg.com	HIDALGO COUNTY REGIONAL MOBILITY AU FLOR KOLL 118 S CAGE BLVD FL 4 PHARR TX 78577-4810	SUBTOTAL	$726.16
		SHIPPING	$0.00
		SALES TAX	$59.91
SALES ORDER NUMBER		**AMOUNT DUE**	**$786.07**
M579192			

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

01

Thank you for shopping with Office Depot.

Order Number:	671557554-001	Status:	In Process
Order Date:	08/20/2013	Tracking:	N/A
Ordered By:	FKOLL@HCRMA.ORG	Delivery Method:	Standard Shipping
Last Modified By:	FKOLL@HCRMA.ORG	Delivery Type:	Delivery
Customer Name:	HIDALGO COUNTY REGIONAL MOBILI	Shipping to:	PHARR CITY HALL
Customer number:	52659110		118 S CAGE BLVD FL 4
Payment info:	Account Billing		
			PHARR, TX 78577-4810
PO Number:			
Contact:	FLOR KOLL		

ITEM DESCRIPTION	ENTERED ITEM #	QTY	SHIPPING	B/O Qty	UNIT PRICE	UM	EXTENDED PRICE
Office Depot® Brand Copy Paper, 8 1/2" x 11", 20 Lb, 500 Sheets Per Ream, Case Of 10 Reams (0348037)	348037	2	2	0	35.690	case	$71.38
Paper Mate® Flair® Porous-Point Pens, 1.0 mm, Medium Point, Blue Barrel, Blue Ink, Pack Of 12 (0182725)	182725	1	1	0	16.290	dozen	$16.29
Quality Park® Redi-Strip™ Catalog Envelopes, 11 1/2" x 14 1/2", White, Box Of 100 (0690799)	690799	1	1	0	27.390	box	$27.39
Office Depot® Brand Clean Seal™ Catalog Envelopes, 9" x 12", White With Security Tint, Pack Of 100 (0680049)	680049	1	1	0	26.890	box	$26.89
Kleenex® BOUTIQUE™ Facial Tissues, 95 Tissues Per Box, Pack Of 3 Boxes (0823184)	823184	1	1	0	5.670	pack	$5.67

LEGEND

ENTERED ITEM #:	Entered Item Number
QTY:	Original Quantity Ordered
SHIPPING:	Ordered Quantity - Backorder Quantity
B/O Qty:	Backorder Quantity
UNIT PRICE:	Price per Individual Unit
UM:	Unit of Measure
EXTENDED PRICE:	Ordered Quantity x Unit Price

Subtotal:	$147.62
Tax:	12.18
Delivery Charge:	0.00
Misc.:	0.00
Total:	**$159.80**

Inv #2013002981 INVOICE 8/16/2013

A-FAST DELIVERY, LLC
P.O. Box 530402
Harlingen, TX 78553
Phone: (956) 425-7333
Fax: (956) 425-3075
Tax I.D. 27-1584703

A FAST DELIVERY HAS NOW BECOME A FAST DELIVERY LLC AND OUR NEW FEDERAL IDENTIFICATION NUMBER IS 27-1584703 AS OF 01/01/10 .

HCRMA
118 S CAGE
PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 8/15/2013.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013019808	**REGULAR**		**8/1/2013**	**TS/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 495 BENTSEN RD - MISSION, TX					
Released:	8/1/2013 1:20 pm	Dropped Off: 8/1/2013 3:00 pm				
2013020038	**REGULAR**		**8/5/2013**	**TS/BERNICE**		**$7.50**
From:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	8/5/2013 11:35 am	Dropped Off: 8/5/2013 2:53 pm				
2013021054	**REGULAR**		**8/15/2013**	**TS/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF MCALLEN - 1300 HOUSTON - MCALLEN, TX 78501					
Released:	8/15/2013 11:46 am	Dropped Off: 8/15/2013 12:58 pm				
2013021055	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	8/15/2013 11:47 am	Dropped Off: 8/15/2013 1:20 pm				
2013021056	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 302 W UNIVERSITY - EDINBURG, TX 78539					
Released:	8/15/2013 11:47 am	Dropped Off: 8/15/2013 2:00 pm				
2013021057	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	8/15/2013 11:48 am	Dropped Off: 8/15/2013 2:09 pm				
2013021058	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	8/15/2013 11:48 am	Dropped Off: 8/15/2013 1:50 pm				
2013021059	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	8/15/2013 11:48 am	Dropped Off: 8/15/2013 1:22 pm				
2013021060	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	8/15/2013 11:49 am	Dropped Off: 8/15/2013 12:49 pm				

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013021061	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	8/15/2013 11:49 am	Dropped Off: 8/15/2013 1:13 pm				
2013021062	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	8/15/2013 11:49 am	Dropped Off: 8/15/2013 1:16 pm				
2013021063	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	8/15/2013 11:49 am	Dropped Off: 8/15/2013 12:38 pm				
2013021064	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	8/15/2013 11:50 am	Dropped Off: 8/15/2013 12:26 pm				
2013021065	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	8/15/2013 11:50 am	Dropped Off: 8/15/2013 2:30 pm				
2013021067	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 495 BENTSEN RD - MISSION, TX					
Released:	8/15/2013 11:50 am	Dropped Off: 8/15/2013 2:25 pm				
2013021069	**REGULAR**		**8/15/2013**	**SG/FLOR**		**$8.25**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT 1 - 1902 JOE STEPHENS - A C CUELLAR - WESLACO, TX 78596					
Released:	8/15/2013 11:51 am	Dropped Off: 8/15/2013 2:08 pm				

Number of Jobs: 16

Total Charges:	**$109.75**
Total Credits:	**$0.00**
Amount Due:	**$109.75**

Inv #2013003178 INVOICE 9/3/2013

A-FAST DELIVERY, LLC
P.O. Box 530402
Harlingen, TX 78553
Phone: (956) 425-7333
Fax: (956) 425-3075
Tax I.D. 27-1584703

A FAST DELIVERY HAS NOW BECOME A FAST DELIVERY LLC AND OUR NEW FEDERAL IDENTIFICATION NUMBER IS 27-1584703 AS OF 01/01/10 .

HCRMA
118 S CAGE
PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 8/31/2013.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013021317	**REGULAR**		**8/19/2013**	**TS/RACHEL**		**$8.25**
From:	SALINAS ALLEN & SCHMITT - 2300 W.PIKE BLVD STE 201 - WESLACO, TX 78596					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	8/19/2013 10:18 am Dropped Off: 8/19/2013 1:35 pm					
2013021548	**REGULAR**		**8/21/2013**	**TS/RACHEL**		**$8.25**
From:	SALINAS ALLEN & SCHMITT - 2300 W.PIKE BLVD STE 201 - WESLACO, TX 78596					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	8/21/2013 9:50 am Dropped Off: 8/21/2013 11:49 am					
2013022214	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 8:46 am					
2013022215	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 302 W UNIVERSITY - EDINBURG, TX 78539					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 9:10 am					
2013022216	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 8:50 am					
2013022217	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBERGER,GOGGAN,BLAIR & SEMP - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 9:20 am					
2013022218	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 9:30 am					
2013022219	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 10:10 am					
2013022220	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CITY OF MCALLEN - 1300 HOUSTON - MCALLEN, TX 78501					
Released:	8/29/2013 8:00 am Dropped Off: 8/29/2013 10:05 am					

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013022221	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 9:45 am				
2013022222	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 9:40 am				
2013022223	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 8:30 am				
2013022224	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 8:15 am				
2013022225	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 10:05 am				
2013022227	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 495 BENTSEN RD - MISSION, TX					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 10:00 am				
2013022228	**REGULAR**		**8/29/2013**	**SG/FLOR**		**$8.25**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT 1 - 1902 JOE STEPHENS - A C CUELLAR - WESLACO, TX 78596					
Released:	8/29/2013 8:00 am	Dropped Off: 8/29/2013 9:08 am				

Number of Jobs: 16

Total Charges:	**$111.25**
Total Credits:	**$0.00**
Amount Due:	**$111.25**

Hidalgo County Regional Mobility Authority

Travel Expense Report

Note: Form must be typed

NAME: Pilar Rodriguez **ID#:** 4745 **Period Beginning:** 08/22/13 **Period Ending** 08/23/13

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER Before	ODOMETER After	MILES @ .55 cents	TAXI	HOTEL	AIRLINE HOTEL TAX/ OTHER	Meal PER DIEM	TOTAL
08/22/13	From Pharr to El Paso	16600.000							25.50	$25.50
08/23/13	Return from El Paso to Edinburg	16600.000					175.08	14.00	38.25	$227.33
										$0.00
Sub-Totals									TOTAL	$252.83

Depart : Trip #1		Return: Trip #1		Depart : Trip #1			Return: Trip #1	
Date	Time	Date	Time	Date	Time		Date	Time
8/22/13	2:00 PM	8/23/13	6:00 PM					

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

DATE	SIGNATURE OF TRAVELER	DATE	APPROVED BY DEPARTMENT HEAD
	P.R.	9-6-13 P.R.	

Rev. 07/01/2008

LODGING COMPUTATIONS

PILAR RODRIGUEZ – EL PASO

IN-STATE

Date of Lodging	Actual Lodging Rate	Reimbursable Lodging Rate
TOTAL LODGING RATE (EXCL. TAXES)		
$		

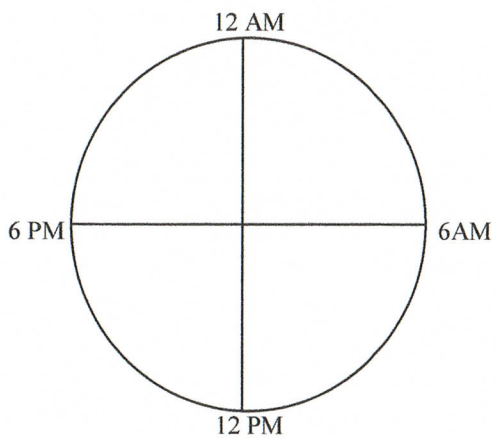
OUT-OF-STATE

Date of Lodging	Actual Lodging Rate	Reimbursable Lodging Rate (based on out-of state federal computations)
TOTAL LODGING RATE (EXCL. TAXES)		
LODGING TAXES		

IN-STATE MEALS PER DIEM

DATE	# OF QUARTERS
8/22/13	2
8/23/13	3
TOTAL QUARTERS	

5 QUARTERS X 12.75 = 63.75 PER DIEM



DATE	# OF QUARTERS

OUT-OF-STATE MEALS PER DIEM

DATE	# OF QUARTERS
TOTAL QUARTERS	

QUARTERS X $ = $ PER DIEM

$ = Allowable Rate to be computed by use of the "Out-of-State Meal and Lodging Rates for Current Fiscal Year." from the Texas Comptroller of Public Accounts.

WYNDHAM
El Paso Airport

Wyndham El Paso Airport
2027 Airway Boulevard
El Paso, TX 79925
Tel: (915) 778-4241 Fax: (915) 772-6871

INFORMATION INVOICE

Arrival : 08-22-13
Departure : 08-23-13
Company Name :

Pilar Rodriguez
United States

Folio / Invoice # : 184259 /
Reference # : 81801172
Room No. : 2108
Page No. : 1 of 1
Membership No. :
Conf. No. : 3442779
Cashier No. : 1
A/R Number :

Date	Description	Reference	Charges	Credits
08-22-13	Room Charge	upgrade DD	10.00	
08-22-13	State Occ. Tax		0.60	
08-22-13	City Occ. Tax		1.15	
08-22-13	Room Charge		139.00	
08-22-13	State Occ. Tax		8.34	
08-22-13	City Occ. Tax		15.99	
08-23-13	MasterCard	XXXXXXXXXXXX0646 XX/XX		175.08
	Total		**175.08**	**175.08**
	Balance			**0.00**

Please contact the Hotel Manager about any issues with your stay. Wyndham Hotels and Resorts or affiliates may contact you about goods and services unless you call 888-946-4283 or write to Wyndham Worldwide Hotels, Inc. 1 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Wyndham Hotels and Resorts website about privacy.



Republic Parking VIA
3030 Rebel Drive
Harlingen, TX 78550

(956) 430-8694

Rcpt# 32262
08/23/13 22:12 L# 1 A# 3 Txn# 99095
08/22/13 15:43 In 08/23/13 22:12 Out
Tkt# 065983

08 Close-in	$ 14.00
Total Fee	$ 14.00
CASH PAID	$ 14.00-
Cash Tender	$ 20.00
Change Due	$ 6.00

Thank You

Pilar Rodriguez

INVOICE

City of Pharr, Texas
Attn: Lizette Gomez, Treasury Coordinator

P.O. Box 1729
Pharr, Texas 78577
Phone 956-402-4150 ext. 1908
Fax 956-702-5318

DATE: AUGUST 28, 2013

TO HCRMA
Attn: Pilar Rodriguez, Executive Director
118 S. Cage Blvd., 4th Floor
Pharr, TX 78577
(956)607-8330

CONTACT PERSON	PAST DUE	CURRENT	AMOUNT TO PAY	DUE DATE	INVOICE NUMBER
Lizette Gomez		$ 1,000.00	$ 1,000.00	9/15/13	HC082813

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Rent for Office and Public Meeting Space-SEPTEMBER 2013	$ 1,000.00		$ 1,000.00
			TOTAL DISCOUNT	0.00	0.00
				SUBTOTAL	$ 1,000.00
				SALES TAX	0.00
				TOTAL	$ 1,000.00

Make all checks payable to: City of Pharr

THANK YOU!

WELLS FARGO

FLOR KOLL
HIDALGO COUNTY OF
PO BOX 1766
PHARR TX 78577-1633

Customer Service

Hours of operation
M - F, 7am - 6pm Central Time

Telephone
866-497-6661

Payments
PO Box 6434
Carol Stream, IL 60197-6434

Fax
888-241-4382

Correspondence
Leasing Customer Service
MAC N0005-055
800 Walnut Street
Des Moines, IA 50309-3605

Federal Tax ID#
42-1074725

Please have your Federal Tax ID available when contacting us.

Invoice

Summary

Account number	603-0115570-001
Invoice number	5000440892
Due date	09/25/13
Invoice date	08/29/13
Current period covered	08/25/13 - 09/24/13
Total due	**$330.02**

Last payment $330.02
posted on 08/26/13.

Account number	Asset description	Item description	Amount	Tax	Item total	Due date	Subtotal
603-0115570-001	XEROX COPIER Model WC7545P SN XKP540379	Lease Payment	330.02		330.02	09/25/13	$330.02
					Total: 603-0115570-001		$330.02

001499/001580 ACQNW8 S1-ET-M1-C001 1

Detach and return the bottom remittance portion with your payment in the enclosed envelope. Include invoice number on check. WFF14CF

Account number 603-0115570-001
Invoice number 5000440892

Due date 09/25/13
Invoice date 08/29/13

Total due $330.02

Wells Fargo Financial Leasing
PO Box 6434
Carol Stream, IL 60197-6434

Amount enclosed $.

☐ Check here and see reverse side for billing address and/or asset address change.

Please make check payable to Wells Fargo Financial Leasing

1MB 01499/001499/001580 0006 1 ACQNW8

FLOR KOLL
HIDALGO COUNTY OF
PO BOX 1766
PHARR TX 78577-1633

WELLS FARGO FINANCIAL LEASING
PO BOX 6434
CAROL STREAM IL 60197-6434

027350 100 N 0021P

00118588298206035000440892320130925000000330020

INVOICE

FROM Celia Gaona
1307 N. Glasscock
Mission, TX 78572
(210) 771-3775

TO Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Rd, Pharr, TEXAS 78577
(956) 402-4762

Invoice No. 10006
Invoice Date 09/10/2013

Description	Unit Price	Quantity	Amount
HCRMA Employee Handbook	$35.00	48	$1,680.00
Preparation of Records Retention Forms for Texas State Library and Archives Commission	$35.00	24	$840.00

Total $2,520.00

Billed in accordance with the proposal agreement dated June 12, 2013.

Jerry W. Dale, CFO
INVOICE
Consulting Agreement - Chief Financial Officer
July 25, 2013 - July 24, 2014

August 2013	$4,750.00

Remit to:

Jerry Dale
6510 N. 28th Lane
McAllen, Texas 78504

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS

LONG CHILTON, LLP

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS AND INDIVIDUALS

4100 N. 23RD McALLEN, TEXAS 78504 (956) 686-3701 FAX (956) 686-6830

STATEMENT

HIDALGO COUNTY RMA
P.O. BOX 1766

STATEMENT DATE: 07/31/13

PHARR TX 78577 USA
CONTACT: VICTOR MOR

DATE	REFERENCE	DESCRIPTION	CHARGE	CREDIT	BALANCE
		BALANCE FORWARD			6,000.00

TOTAL: 6,000.00

PLEASE DETACH AND RETURN WITH PAYMENT.

CLIENT CODE: 0562174

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE DUE
0.00	0.00	0.00	6,000.00	0.00	6,000.00

PLEASE REMIT ALL PAST DUE AMOUNTS TODAY. IF THERE IS A BILLING PROBLEM, PLEASE CALL OUR OFFICE.

Peña Designs
P.O. Box 9572
Huntsville, TX 77340
Phone (956) 655-9790
penadesigns@gmail.com

INVOICE

Invoice #15
Date: September 2, 2013

TO:
Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, TX 78577

FOR:
Website Maintenance

SERVICES	AMOUNT
August 1-31, 2013 10 hours total for website maintenance – 10 hours at $15.00 per hour	$150.00
TOTAL DUE	$150.00

Make all checks payable to **Peña Designs**
Payment is due within 30 days.
If you have any questions concerning this invoice, contact
Eric Peña
(956)655-9790
penadesigns@gmail.com

Thank you for your business!

SALINAS, ALLEN & SCHMITT, LLP

Certified Public Accountants ◆ Business and Tax Consultants

ID: 108066

Invoice: 102931

Date: 09/03/2013

Due Date: 09/10/2013

Hidalgo County Regional Mobility Authority

P. O. Box 1766

Pharr, TX 78577

For professional service rendered as follows:

Monthly bookkeeping in August, 2013.	850.00
Billed Time & Expenses	$850.00
Invoice Total	$850.00

Please include your Client ID with your payment. Thank you.

It has been said that the highest compliment you can pay any business is through client referrals. As our client, the trust you place in us is emphasized when you call us with a client referral. We welcome your referrals and treat them with extra care knowing they come directly from you. Be assured that all accounts are maintained in strict confidence. We look forward to serving your referrals.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2013 PAYMENT SUMMARY

First National Bank - Visa
Authorized cardholder - Flor E. Koll
Account #### #### #### 8954

Credit Card Statement

									Total Paid to Date
Closing Date	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/30/2013	$16,197.87
Monthly Billing	$328.93	$3,452.82	$1,688.83	$1,277.52	$1,317.98	$3,080.71	$382.13	$4,668.95	
								$4,668.95	

Amount Approved for Payment

Approved for Payment
Pilar Rodriguez
Executive Director

9/9/2013
Date

FLOR E KOLL
H C R M A

FIRST NATIONAL BANK Member FDIC

Account Number: #### #### #### 8954
Closing Date: 08/30/13
Credit Limit: $5,000.00
Available Credit: $331.05
Cash Advance Limit: $2,500.00
Cash Advance Available: $331.05

Account Inquiries

Customer Service: (866) 809-8409
Lost or Stolen Card: (866) 809-8412

Please Direct Written Inquiries to:
CUSTOMER SERVICE
PO BOX 30495
TAMPA , FL 33630-3495

To pay on-line:
www.webfnb.com

Account Summary

Previous Balance	$	382.13
Purchases	+	4,650.15
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	382.13 -
Other Debits	+	0.00
Finance Charges	+	18.80
NEW BALANCE	$	4,668.95

Pay Only

Card
Bonus Points Available 22,183

Payment Information

Total Minimum Payment Due $159.80
Payment Due Date 09/25/13

Minimum Payment	$	141.00
Over limit / Fees	$	18.80

Mail Payments to: FIRST NATIONAL BANK PO BOX 31021 TAMPA FL 33631-3021

Important News

YOU COULD WIN A TRIP TO CHICAGO AND AN $8,000 GRAND PRIZE WAREHOUSE DASH! OR ONE OF TWO TRIPS TO HAWAII OR ORLANDO/DISNEY FOR TWO...OR ONE OF 30 OTHER PRIZES. YOU'RE AUTOMATICALLY ENTERED IN THE SCOREBIG SWEEPSTAKES. FOR EACH QUALIFYING PURCHASE MADE BETWEEN AUG 1 AND OCT 31, YOU'LL RECEIVE AN ADDITIONAL ENTRY! VISIT WWW.SCORECARDREWARDS.COM FOR DETAILS.

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/06	08/07	BUS003	24692163218000473257613	VZWRLSS*PRPAY AUTOPAY 888-294-6804 CA	$ 20.00
08/16	08/18	BUS003	24692163229000635622370	UNITED 0167299862845 800-932-2732 TX RODRIGUEZ/PILAR 082213 HRL / IAH UA E O IAH / ELP UA E O ELP / IAH UA Y X IAH / HRL AU Y	1,088.60
08/16	08/18	BUS003	24692163229000635622388	UNITED 0167299862846 800-932-2732 TX BURLESON/DENNIS A 082213 HRL / IAH UA E O IAH / ELP UA E O ELP / IAH UA Y X IAH / HRL AU Y	1,088.60
08/16	08/18	BUS003	24692163229000699005264	UNITED 0162377005208 800-932-2732 TX	1,110.60

1-1-2 9/9/2013

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY 5002

FIRST NATIONAL BANK
PO BOX 2049
EDINBURG TX 78540-2049

FIRST NATIONAL BANK Member FDIC

Account Number
8954

Check box to indicate name/address change on back of this coupon ☐

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/30/13	$4,668.95	$159.80	09/25/13

AMOUNT OF PAYMENT ENCLOSED
$.

FLOR E KOLL
H C R M A
PO BOX 1766
PHARR TX 78577-1633

16748

MAKE CHECK PAYABLE TO:
FIRST NATIONAL BANK
PO BOX 31021
TAMPA FL 33631-3021

21 4447 3600 0000 8954 00015980 00466895 5

Account Activity Since Your Last Statement... Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
				PALACIOS/HECTORMR 082213 MFE / IAH UA B X IAH / ELP UA B X ELP / IAH UA M O IAH / MFE UA M X	
08/15	08/18	BUS003	24445743228100383988542	OFFICE DEPOT #161 MCALLEN TX	1,179.02
08/24	08/25	BUS003	24431053236207037635849	WYNDHAM EL PASO AIRPORT EL PASO TX	163.33
				Payments, Adjustments and Others	
08/28	08/28		74447363240001270013655	PAYMENT - THANK YOU	382.13 -

ScoreCard Bonus Points Information as of 08/29/2013

ScoreCard	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	17,532	4,651	0	0	22,183

Plan Level Information

Plan Name	Plan Description	FCM *	Previous Balance	Average Daily Balance	Periodic Rate **	Corresponding APR	Finance Charges	Fees/Finance Charge	Effective APR	Ending Balance
Purchases										
BUS003 001	PURCHASE - BUSINESS	G	$382.13	$2,289.71	0.02737% (D)	9.9900% (V)	$18.80	$0.00	9.9896%	$4,668.95
Cash										
BUSCAS 001	CASH - BUSINESS	A	$0.00	$0.00	0.04931% (D)	18.0000%	$0.00	$0.00	0.0000%	$0.00
	Total		$382.13	$2,289.71			$18.80	$0.00	9.8528%	$4,668.95

Days In Billing Cycle: 30

APR = Annual Percentage Rate

*See last page for explanation of Finance Charge Method (FCM)

** Periodic Rate (M)=Monthly (D)=Daily

(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

NAME CHANGE

Please use blue or black ink to complete form

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone ( ) -

Business Phone ( ) -

SIGNATURE REQUIRED TO AUTHORIZE CHANGES Signature _____

ADVANCE PUBLISHING COMPANY

08-28-13

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

INVOICE: 4216

Description	Amount
LEGAL NOTICE	
SOQ - Geotechnical Services - IBTC - 2013	**$240.00**

Published on Aug. 21 & Aug. 28, 2013

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

ADVANCE PUBLISHING COMPANY

08-28-13

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

INVOICE: 4217

Description	Amount
LEGAL NOTICE	
SOQ - ROW Surveying Services - IBTC - 2013	**$240.00**

Published on Aug. 21 & Aug. 28, 2013

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

ADVANCE PUBLISHING COMPANY

08-28-13

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

INVOICE: 4218

Description	Amount
LEGAL NOTICE	
SOQ - Engineering Services - IBTC - 2013	**$240.00**

Published on Aug. 21 & Aug. 28, 2013

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

ADVANCE PUBLISHING COMPANY

09-04-13

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

INVOICE: 4251

Description	Amount
LEGAL NOTICE	
RFP - Title Report Services - HCRMA - 2013	**$216.00**

Published on Aug. 28 & Sept. 4, 2013

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

ADVANCE PUBLISHING COMPANY

09-04-13

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

INVOICE: 4252

Description	Amount

LEGAL NOTICE

SOQ - Appraisal Services - HCRMA - 2013 **$240.00**

Published on Aug. 28 & Sept. 4, 2013

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

ADVANCE PUBLISHING COMPANY

09-04-13

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

INVOICE: 4253

Description	Amount

LEGAL NOTICE

SOQ - Right of Way Agents - HCRMA - 2013 **$240.00**

Published on Aug. 28 & Sept. 4, 2013

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

S&B Infrastructure - SH 365 Segment 2 - McColl Road to US 281/Military Highway
$4,363,952.51 Maximum payable fee

Maximum fee minus approved WA $3,476,665.00

		Invoice Date								WA	WA
	Approved WA Amount	8/29/2012	10/3/2012	12/6/2012	1/29/2013	3/19/2013	5/15/2013	6/27/2013	8/16/2013	Total Billed	Balance
WA#1	$887,287.51	$167,442.06	$74,917.69	$108,098.03	$88,228.68	$47,434.99	$173,602.23	$35,770.27	$5,505.39	$700,999.34	$186,288.17
									$5,505.39		

Amount Approved for Payment

P. R

Approved for Payment

9/11/2013

Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
9/11/2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AUG 2013
DANNENBAUM ENGINEERING

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	06/23/13-8/10/13
Contractor	S&B Infrastructure, LTD
Project/WA	SH365/TCC Modified Segment 2
Invoice #	U1695.100-08
Amount	$5,505.39
Date Sent	08/30/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval

Comments (if any):

Approved for Payment

P P

9/11/2013

Louis Jones, HCRMA Program Manager

Date 9/5/13

Please return this form via email to fkoll@hcrma.net

S&B INFRASTRUCTURE, LTD.

INVOICE

August 16, 2013

Regional Mobility Authority
Hidalgo County RMA
PO Box 1766
Pharr, TX 78577

Attention: Flor E. Koll

Project Description: SH365/TCC Modified Segment 2

WORK AUTHORIZATION NO. 1 AMOUNT: $887,287.51 TYPE: LS

Invoice No.: **U1695.100-08**

Invoice Period: 06/23/13 through 08/10/13

WORK AUTHORIZATION NO. 1 AMOUNT: $887,287.51 TYPE: LS

FUNCTION CODE	AUTHORIZED LIMIT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
PS&E					
110	251,248.08	87.37%	219,522.13	219,522.13	-
120	25,675.44	100.00%	25,675.44	25,675.44	-
130	133,030.69	78.63%	104,602.45	99,097.06	5,505.39
161	377,193.88	75.67%	285,415.86	285,415.86	-
162	10,260.43	90.00%	9,234.39	9,234.39	-
163	17,419.93	64.00%	11,148.34	11,148.34	-
164	72,459.06	62.66%	45,400.73	45,400.73	-
	887,287.51 ✓		700,999.34 ✓	695,493.95 ✓	5,505.39 ✓

AMOUNT DUE THIS INVOICE: **$ 5,505.39**

Pay Only

9/11/2013

Loop Account #
280003609

3535 Sage Road • Houston, Texas 77056 • 713.845.5401 • Fax 713.993.9301

S&B INFRASTRUCTURE, LTD.

I hereby certify that the attached invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.



Daniel O. Rios, P.E., Senior Vice President
Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$5,505.39**

S & B INFRASTRUCTURE, LTD.
JP MORGAN CHASE BANK
ABA/ROUTING NUMBER 111000614
BANK ACCOUNT # 22900007104

Payment Due: September 15, 2013

PROJECT: SH 365 PS&E
CLIENT: Hidalgo County RMA
CONTRACT:
CSJ:
COUNTY: Hidalgo County
S & B JOB NO.: U1695

BILL THRU: 8/10/2013
WORK AUTHORIZATION # 1

FUNCTION CODE	DESCRIPTION from Exhibit "B"	FIRM	PERCENT COMPLETE	ESTIMATED FEE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	LABOR						
110	ROUTE AND DESIGN STUDIES						
	Route Location Studies (Dicker Road to US 281)	S&BI	100%	$34,273.84	$34,273.84	$34,273.84	$0.00
	Develop Roadway Design Criteria	S&BI	100%	$464.72	$464.72	$464.72	$0.00
	Preliminary Cost Estimates	S&BI	95%	$7,203.04	$6,842.89	$6,842.89	$0.00
	Design Schematic (Mcoll Road to US 281)	S&BI	90%	$133,319.20	$119,987.28	$119,987.28	$0.00
	Preliminary ROW Requirements based on Cross Sections	S&BI	80%	$27,447.44	$21,957.95	$21,957.95	$0.00
	Design Concept Conference	S&BI	100%	$5,403.80	$5,403.80	$5,403.80	$0.00
	Assist in preparation and review Design Concept Conference Meeting Notes & DSR	S&BI	100%	$1,731.08	$1,731.08	$1,731.08	$0.00
	Value Engineering Study						
	Development of project drivers, constraints, decisions and commitments	S&BI	100%	$3,921.10	$3,921.10	$3,921.10	$0.00
	Development of functional areas, brain storming of ideas to be considered	S&BI	100%	$3,921.10	$3,921.10	$3,921.10	$0.00
	Development of advantages and disadvantages for each functional area	S&BI	100%	$3,921.10	$3,921.10	$3,921.10	$0.00
	Presentation of findings and development of report	S&BI	100%	$3,921.10	$3,921.10	$3,921.10	$0.00
	Attendance of study	UCE	100%	$7,800.00	$7,800.00	$7,800.00	$0.00
	Relocation of Floodway Levee Analysis	S&BI	30%	$17,920.56	$5,376.17	$5,376.17	$0.00
	Sub Total (F.C. 110-Route and Design Studies)			$251,248.08	$219,522.13	$219,522.13	$0.00
120	SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT						
	General FC 120 Categories						
	Assist PM for 2 Public Meetings	S&BI	100%	$13,592.88	$13,592.88	$13,592.88	$0.00
	Attend 2 Public Meetings	S&BI	100%	$3,020.64	$3,020.64	$3,020.64	$0.00
	Attend and Assist at stakeholders meetings	S&BI	100%	$9,061.92	$9,061.92	$9,061.92	$0.00
	Sub Total (F.C. 120) Labor			$25,675.44	$25,675.44	$25,675.44	$0.00
130	RIGHT-OF-WAY DATA						
	3						
	Oversight of Subcontractor	S&BI	95%	$20,679.84	$19,645.85	$18,611.86	$1,033.99
	Special Utility Details (Water & Sanitary Sewer)	SEA		$22,922.85	$0.00	$0.00	$0.00
	Utility Adjustments-Evaluate Conflicts & preliminary drawings for Agreements (See DOS man-hours for breakdown	DOS	95%	$89,428.00	$84,956.60	$80,485.20	$4,471.40
	Sub Total (F.C. 130) Labor			$133,030.69	$104,602.45	$99,097.06	$5,505.39
161	DRAINAGE						
	Drainage Area Maps - determine and calculate Overall and Individual Maps	S&BI	100%	$15,626.48	$15,626.48	$15,626.48	$0.00
	Hydrologic data/discharge determination Existing and Proposed (WITHOUT HCDD1 FULLY DEVELOPED REQUEST)	S&BI	100%	$16,613.44	$16,613.44	$16,613.44	$0.00
	Hydraulic Computations - Storm sewers/inlets/culverts—Sizing Existing and Proposed (WITHOUT HCDD1 FULLY DEVELOPED REQUEST)	S&BI	100%	$64,958.04	$64,958.04	$64,958.04	$0.00
	Hydraulic Reports (Roadway Improvements) Existing and Proposed (WITHOUT HCDD1 FULLY DEVELOPED REQUEST)	S&BI	90%	$13,697.40	$12,327.66	$12,327.66	$0.00
	FEMA floodway requirements	S&BI	90%	$9,642.64	$8,678.38	$8,678.38	$0.00
	Outfall channel(s) outside ROW - analyze exist. or prop.	S&BI	90%	$33,779.52	$30,401.57	$30,401.57	$0.00
	Levee Relocations	S&BI	60%	$60,006.56	$36,003.94	$36,003.94	$0.00
	Levee Mitigation	S&BI	60%	$33,517.92	$20,110.75	$20,110.75	$0.00
	Scour Calculation at pilot channel	S&BI	75%	$10,920.72	$8,190.54	$8,190.54	$0.00
	Bridge Modeling within Floodway	S&BI	75%	$85,508.68	$64,131.51	$64,131.51	$0.00
	Hydraulic Reports (Floodway and Levee Relocation)	S&BI	60%	$13,955.92	$8,373.55	$8,373.55	$0.00

S & B JOB NO.: U1695

FUNCTION CODE	DESCRIPTION from Exhibit "B"	FIRM	PERCENT COMPLETE	ESTIMATED FEE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	IBWC Coordination	S&BI	0%	$18,966.56	$0.00	$0.00	$0.00
	Sub Total (F.C. 161) Labor			$377,193.88	$285,415.86	$285,415.86	$0.00
162	SIGNING, MARKINGS AND SIGNALIZATION						
	Signing Layouts	S&BI	90%	$10,260.43	$9,234.39	$9,234.39	$0.00
	Sub Total (F.C. 162) Labor			$10,260.43	$9,234.39	$9,234.39	$0.00
163	MISCELLANEOUS ROADWAY						
	Traffic Control Plan	S&BI	90%	$6,095.93	$5,486.34	$5,486.34	$0.00
	Estimates for Utilities	S&BI	50%	$11,324.00	$5,662.00	$5,662.00	$0.00
	Sub Total (F.C. 163) Labor			$17,419.93	$11,148.34	$11,148.34	$0.00
164	GENERAL COORDINATION						
	Project Manager (Proj Coord)(3 HRS/WK)	S&BI	75%	$10,688.56	$8,016.42	$8,016.42	$0.00
	Project Manager Weekly Meeting (Prog. Rpts)	S&BI	75%	$3,485.40	$2,614.05	$2,614.05	$0.00
	Proj. Meetings (30% & 100% Submittals)	S&BI	40%	$1,887.90	$755.16	$755.16	$0.00
	Project Meetings and Monthly Coordination	S&BI	75%	$10,486.00	$7,864.50	$7,864.50	$0.00
	Prepare Proj. Meetings Notes	S&BI	75%	$1,463.92	$1,097.94	$1,097.94	$0.00
	Project Secretary/CLERICAL (2 hrs/week)	S&BI	75%	$11,316.08	$8,487.06	$8,487.06	$0.00
	Sub Total (F.C. 164) Labor			$39,327.86	$28,835.13	$28,835.13	$0.00
	Total (F.C. 110-170) Labor			$854,156.31	$684,433.74	$678,928.35	$5,505.39
	NON LABOR						
	FedEx Courier	S & B (nl)	80%	$660.00			
	Schematic Plots for Submittal	S & B (nl)	80%	$3,000.00			
	Reimbursable Expenses	DOS	50%	$9,000.00			
	Reimbursable Expenses	UCE	100%	$1,300.00			
	Schematic for Public Meeting	S & B (nl)	100%	$5,000.00			
	Outside Reproduction Reports	S & B (nl)	50%	$2,500.00			
	Newspaper Advertisements for Bidding	S & B (nl)		$0.00			
	Posting of Bidding Documents on Website	S & B (nl)		$0.00			
	Paper Copies of 30% and 100% Submittals	S & B (nl)		$0.00			
	Mylar Plots Outside reproduction (Plan Sets)	S & B (nl)		$0.00			
	Travel-Mileage	S & B (nl)	75%	$408.00			
	Travel to District & RMA Office-Mileage	S & B (nl)	75%	$163.20			
	Travel-Lodging	S & B (nl)		$1,200.00			
	Travel-Meals	S & B (nl)		$0.00			
	Travel -Airfare 4 trips to El Paso	S & B (nl)		$9,000.00			
	Travel-Rental Vehicle	S & B (nl)		$900.00			
	Sub Total (F.C. 164) Non-Labor		50%	$33,131.20	$16,565.60	$16,565.60	$0.00
	PROJECT TOTAL			$887,287.51	$700,999.34	$695,493.95	$5,505.39

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

TEDSI - SH 365 Segment 3
$1,430,733.00 Maximum payable fee

Maximum fee minus approved WA $541,258.80

		Invoice Date												
	Approved WA Amount	8/23/2012	9/28/2012	10/19/2012	11/20/2012	12/13/2012	1/22/2013	2/27/2013	4/29/2013	5/14/2013	5/21/2013	6/24/2013	WA Total Billed	WA Balance
WA#1	$142,735.06	$28,547.01	$28,547.01	$14,273.51	$14,273.51	$21,516.26	$14,273.50	$14,167.51	$3,621.37		$3,515.38		$142,735.06	$0.00
WA#2	$746,739.14									$25,928.27		$100,378.38	$126,306.65	$620,432.49
	$889,474.20													

		Invoice Date												
	Approved WA Amount	7/16/2013	8/22/2013											
WA#1	$142,735.06												$142,735.06	$0.00
WA#2	$746,739.14	$49,490.95	$82,874.44										$258,672.04	$488,067.10
	$889,474.20		$82,874.44											

Amount Approved for Payment

P. R.

Approved for Payment

9/11/2013

Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
9/11/2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SEP 2013
DANNENBAUM ENGINEERING

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	July 2013
Contractor	TEDSI
Project/WA	SH365 Seg3/WA2
Invoice #	20131643
Amount	$82,874.44
Date Sent	09/05/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval

Comments (if any):

Approved for Payment

P P

9/11/2013

Louis Jones, HCRMA Program Manager

9/9/13
Date

Please return this form via email to fkoll@hcrma.net

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

August 22, 2013
Project No: 2012-1115-02
Invoice No: 20131643

Ms. Pilar Rodriguez
Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577

Project 2012-1115-02 HCRMA SH 365 Segment 3 at US 281 Military Highway - W.A. No. 2

Work Authorization No. 2 to Professional Engineering Services Agreement
SH 365 Segment 0033 at US 281 Military Highway

Professional Services from July 01, 2013 to July 31, 2013

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
FC 110 Route & Design Studies (TEDSI)	152,759.93	60.00	91,655.96	61,103.97	30,551.99	
FC 120 Env and Public Involv (TEDSI)	25,167.82	5.00	1,258.39	1,258.39	0.00	
FC 130 ROW and Utility (TEDSI)	55,749.12	20.00	11,149.82	11,149.82	0.00	
FC 150 Design Survey (TEDSI)	7,179.56	37.21	2,671.87	2,153.87	518.00	
FC 161 H & H (TEDSI)	4,536.48	50.00	2,268.24	1,360.94	907.30	
FC 162 Signing and Pavement Marking	14,671.34	60.00	8,803.54	5,868.54	2,935.00	
FC 162 Traffic Signal Warrants (TEDSI)	130,303.70	30.00	39,090.72	26,060.74	13,029.98	
FC 163 Miscellaneous Roadway (TEDSI)	24,410.24	60.00	14,646.14	9,764.10	4,882.04	
FC 163 Illumination Warrants (TEDSI)	103,786.94	50.00	51,893.78	41,514.78	10,379.00	
FC 170 Bridge (TEDSI)	1,512.16	40.00	604.86	604.86	0.00	
FC 110 Route and Design Studies (L&G)	49,835.40	0.00	0.00	0.00	0.00	
FC 130 ROW and Utility (G&M)	40,766.88	0.00	0.00	0.00	0.00	
FC 150 Design Survey (G&M)	65,355.86	7.21	4,713.53	0.00	4,713.53	
FC 161 H & H (Cortran)	59,830.37	50.00	29,915.19	14,957.59	14,957.60	
FC 170 Bridge (Unintech)	10,873.34	0.00	0.00	0.00	0.00	
Total Fee	746,739.14		258,672.04	175,797.60	82,874.44	
		Total Fee				**82,874.44**

Project	2012-1115-02	SH 365 Segment 3 @ US 281	Invoice	20131643

Billing Summary	Current	Prior	To-Date
Total Billings	82,874.44	175,797.60	258,672.04
Total Fee			746,739.14
Remaining Fee			488,067.10

Amount due

Total this Invoice $82,874.44

Pay Only

Outstanding Invoices

Number	Date	Balance	
20131607	7/25/2013	49,490.95	pd w/ck #10489
Total		49,490.95	

Total Now Due $132,365.39

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: _____ Date: 8/22/13
Craig F. Stong, P.E.
Project Manager

P.P
9/11/2013
Loop Account #
28000360 9

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO: Hidalgo County Regional Mobility Authority	DATE: August 22, 2013
FROM: Mr. Craig F. Stong, P.E., Project Manager	TEDSI PROJECT NO.: 2012-1115-02
REFERENCE: SH 365 Segment 3 at US 281 Military Highway	

Progress Report for Invoice No. 20131643, July 1 to July 31, 2013

1. Development of preliminary schematic
2. Review of existing utility and right of way information and management of survey subconsutlant
3. Review of existing survey information and management of survey subconsultant
4. Development of preliminary drainage information and management of drainage subconsutlant
5. Development of preliminary signing and pavement markings
6. Development of preliminary traffic signal warrants
7. Development of preliminary illumination warrants
8. Development of preliminary bridge layouts and management of subconsutlant.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SEP 2013
DANNENBAUM ENGINEERING

REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering
Attn: Louis Jones, HCRMA Project Manager
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Month and Year	July 1, 2013 - September 1, 2013
Contractor	ATKINS
Project/WA	SH365
Invoice #	1176076
Amount	$15,804.16
Date Sent	09/09/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval

Comments (if any):

Approved for Payment

9/11/2013

Louis Jones, HCRMA Program Manager

Date 9/9/13

Please return this form via email to fkoll@hcrma.net

ATKINS

Atkins North America, Inc.
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

Telephone: +1.512.327.6840
Fax: +1.512.327.2453

www.atkinsglobal.com/northamerica

September 9, 2013

Ms. Flor Koll
Hidalgo County Regional Mobility Authority (HCRMA)
P.O. Box 1766
Pharr, Texas 78577
VIA EMAIL: fkoll@hcrma.net

RE: **August 2013 Invoice**
State Highway 365 (SH 365) (Project No. 100020726)

Dear Ms. Koll:

Enclosed please find the invoice and progress report for work completed for the period 07/01/2013 through 09/01/2013. The total amount due for this period is $15,804.16.

If you have any questions or need additional information, please contact me directly at (512) 342-3332.

Sincerely,

Sharon Becca
Project Manager

Enclosures

cc: Larry Cox (Cox McLain)
Project File

ATKINS

PROGRESS REPORT

To	Flor Koll (HCRMA)
From	Sharon Becca
Date	September 9, 2013
Project	State Highway 365 (SH 365) [Atkins Project No: 100020726]
Reference	Environmental Progress Report (For Period: 7/1/2013 – 9/1/2013)

Task	Description	Progress Report
1.0	Project Management & Administration	• Coordination with HCRMA PMC and TxDOT • Project coordination (biweekly telecons) • Monthly invoicing • Coordination related to 04/04/2013 Request for Information (RFI) Memo
2.0	Agency Coordination & Public Involvement	• No action
3.0	Right of Entry	• No action
4.0	Environmental Classification Letter	Task complete
5.0	Environmental Document	• Draft EA update per PMC responses provided on 04/04/2013 RFI Memo • Alignment modification coordination
6.0	Section 404 Delineation	• USACE jurisdictional determination coordination • Section 404 coordination related to 7/31/13 revised alignment
7.0	Cultural Resources	
7.01	Archaeology	• Archaeological EA section update
7.02	Historic Resources	• Historic Resources EA section • Historic Resources coordination related to 7/31/13 revised alignment
8.0	IBWC Permit	No associated budget
9.0	Section 4(f) Evaluation	• No action
10.0	Archaeology Survey Reports	• Response to Archaeological survey report comments • Archaeological survey coordination related to 7/31/13 revised alignment
15.0	Expenses	• No charges this period
16.0	Subconsultant (CMEC)	• No action

6504 Bridge Point Parkway, Suite 200 • Austin, Texas 78730 • Telephone: 512.342.3332 • Fax: 512.327.2453 • www.pbsj.com

ATKINS

Hidalgo County RMA
Attn: Flor Koll
P.O. Box 1766
Pharr, TX 78577

Invoice Date: September 09, 2013
Project #: 100020726
Invoice #: 1176076

Project Description : HCRMA SH 365
Invoice Comments:
Invoicing Period : July 01, 2013 to September 01, 2013

Basic Services	Current
Lump Sum	15,804.16

Total Invoice **15,804.16**

Total Due this Invoice **USD 15,804.16**

Contract Amount :	534,092.60
Previous Billed:	389,670.74
Billed to Date	405,474.90
Contract Balance :	128,617.70

Pay Only

1 - 1

9/11/2013

Loop Account #
280003609

Remit to:
Atkins North America, Inc
PO Box 848176
Dallas, TX 75284-8176
Tax ID: 59-0896138
Wire Payments: Routing No. 026009593, Acct No 005481516927
ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

Hidalgo County RMA
SH 365/ENV Services726

Project Number 100020726
Invoice Number 1176076
Date 09-SEP-13

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
01	Project Management &	101,393.62	80.78	81,905.77	77,870.30	4,035.47
02	Agency Coord & Publi	23,955.30	36.31	8,698.17	8,698.17	
03	Right of Entry	14,219.16	62.83	8,934.34	8,934.34	
04	ENV Classification	15,235.64	100	15,235.64	15,235.64	
05	ENV Document	109,437.76	86.05	94,173.30	87,308.03	6,865.27
06	Section 404 Delineat	34,707.03	90.84	31,527.27	30,490.30	1,036.97
07	Cultural Resources	132,962.29	76.89	102,230.68	100,681.39	1,549.29
08	IBWC Permit					
09	Section 4(f) Evaluat	14,696.53	42.99	6,317.32	6,317.32	
10	Archaeology Survey R	21,186.91	76.2	16,145.23	13,828.07	2,317.16
15	Expenses	38,233.22	39.36	15,048.60	15,048.60	
16	Subconsultant	28,065.14	90	25,258.58	25,258.58	
TOTAL		534,092.60		405,474.90	389,670.74	15,804.16

Law Office of Daniel G. Rios

Invoice submitted to:

Hidalgo County Regional Mobility Authority
c/o Dennis Burleson
510 S. Pleasantview Dr.
Weslaco, TX 78596

September 11, 2013

In Reference To: HCRMA PROJECT
Invoice #10537

Professional Services	Hrs/Rate	Amount
For professional services rendered	29.70	$7,425.00
Previous balance		$2,250.00
Accounts receivable transactions		
7/25/2013 Payment - Thank You No. 10483		($2,250.00)
Total payments and adjustments		($2,250.00)
Balance due		**$7,425.00**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management
$5,000,000 Maximum payable fee

Maximum fee minus approved WA $2,490,563.59

		Invoice Date											Pg 1 WA
	Approved WA Amount	12/12/2011	1/13/2012	2/14/2012	3/9/2012	4/9/2012	5/8/2012	6/7/2012	7/7/2012	8/6/2012	9/7/2012	10/8/2012	Billed to Date
WA#1	$909,960.63	$255,645.93	$226,404.86	$155,211.93	$145,740.60	$81,955.77	$45,001.54						$909,960.63
WA#2	$0.00												
WA#3	$57,750.00						$5,775.00						$5,775.00
WA#4	$694,355.85						$51,286.99	$147,460.94	$190,229.04	$163,719.99	$141,658.89		$694,355.85
WA#5	$847,369.93											$168,865.92	$168,865.92
	$2,509,436.41												$1,778,957.40

* Note: WA #2 for the La Joya Relief Route was not necessary and cancelled.
May 8, 2012 billing for WA#1 reduced by $5,459.01 to meet approved amount.
August 6, 2012 billing for WA#4 credited $70.00 due to overpayment on July 7, 2012 invoice.
Balance for WA#4 was deducted from approved amount of $891,814.61 by Supplemental 1 in the amount of $197,458.76 and closed out
WA#5 amended and restated to add $45,000 for public outreach for a revised WA#5 amount of $847,369.93
Balance for WA#5 was deducted from approved amount of $847,369.93 by supplemental 1 in the amount $78,132.97 and closed out
Supplemental No. 1 to WA#6 added a T&R Study for Overweight Trucks on SH 365 in the amount of $81,309.04
Supplemental No. 2 to WA#6 added a Value Engineering Study for SH 365 in the amount of $149,120.30
Supplemental No. 3 to WA#6 added a low level aerial flight and topographic survey for IBTC in the amount of $346,720.31
Supplemental No. 4 to WA#6 continued program management for SH 365 and IBTC in the amount of $1,437,465.41. Professional Service Agreement to be amended prior to exceeding $5,000,000 maximum payable amount.

Approved for Payment

9/10/2013
Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
9/10/2013

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management
$5,000,000 Maximum payable fee

Maximum fee minus approved WA -$135,752.83

													Pg 2 WA Total Billed	WA Balance
						Invoice Date								
	Approved WA Amount	11/7/2012	12/3/2012	1/2/2013	1/5/2013	3/11/2013	4/2/2013	5/6/2013	6/5/2013	7/8/2013	8/8/2013	9/9/2013		
WA#1	$909,960.63												$909,960.63	$0.00
WA#2	$0.00													
WA#3	$57,750.00	$13,282.50	$38,692.50										$57,750.00	$0.00
WA#4 *	$694,355.85												$694,355.85	$0.00
WA#5 *	$769,236.96	$192,547.60	$204,374.94	$203,448.50									$769,236.96	$0.00
WA#6	$689,834.33				$97,110.61	$132,811.94	$114,994.62	$114,995.38	$114,926.42	$114,995.36			$689,834.33	$0.00
S#1 to WA#6	$81,309.04								$32,523.62	$40,654.52	$5,691.62	$2,439.28	$81,309.04	$0.00
S#2 to WA#6	$149,120.30								$106,700.09	$26,307.78	$16,112.43		$149,120.30	$0.00
S#3 to WA#6	$346,720.31								$112,359.20	$105,240.87	$40,683.69	$34,407.06	$292,690.82	$54,029.49
S#4 to WA#6	$1,437,465.41										$94,124.62	$192,022.35	$286,146.97	$1,151,318.44
	$5,135,752.83											**$228,868.69**	$3,930,404.90	$1,205,347.93
												Amount Approved for Payment		

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
9/10/2013

DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

ENGINEERING EXCELLENCE SINCE 1945

September 9, 2013

Dennis Burleson, Chairman
HCRMA
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Hidalgo County Regional Mobility Authority (HCRMA) – Invoice for Work Authorization No. 1 (4652-01/22/XV)

Dear Mr. Burleson,

Enclosed please find Invoice 465201/22/XV for W.A. No. 6 totaling $ 228,868.69 which includes:

- $ 2,439.28 for S.W.A. No. 1 to W.A. No. 6
- $ 0.00 for S.W.A. No. 2 to W.A. No. 6
- $ 34, 407.06 for S.W.A. No. 3 to W.A. No. 6
- $ 192,022.35 for S.W.A. No. 4 to W.A. No.6

for Program Management Consultant Services performed for the Hidalgo County Regional Mobility Authority (HCRMA). The Progress Report will follow within the next few days.

The billing cycle is from August 1, 2013 through August 31, 2013.

Total due this invoice is $228,868.69.

If you have any questions, please feel free to contact me at (956) 682-3677 or (832) 771-4904.

Sincerely,

Louis H. Jones, Jr., P.E.
Program Manager

Approved for Payment.
9/10/2013

Enclosure(s)

Cc: Richard D. Seitz, P.E. - Dannenbaum Engineering Corporation
Eric Davila, EIT – Dannenbaum Engineering Corporation

DANNENBAUM ENGINEERING CORPORATION

1109 NOLANA LOOP, SUITE 208 MCALLEN, TEXAS 78504 (956) 682-3677 (956) 686-1822

September 9, 2013

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Project Name: HCRMA Program Management Consultant Contract
Work Authorization No. 1 through No. 6

Invoice Number: **465201/22/XV**
Invoice Period: **08/01/2013 - 08/31/2013**

INVOICE SUMMARY

WORK ORDER NO.	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research Planning/Immediate Operations Phase	$909,960.63	100.00%	$909,960.63	$909,960.63	$0.00
2	Advanced Planning for La Joya Relief Route (NOT APPROVED)	$0.00	0.00%	$0.00	$0.00	$0.00
3	Title Reports for TCC	$57,750.00	100.00%	$57,750.00	$57,750.00	$0.00
4	Engineering Management/Partial Operations Implementation/Public Outreach	$694,355.85	100.00%	$694,355.85	$694,355.85	$0.00
5	Engineering Management/Partial Operations Implementation/Public Outreach	$769,236.96	100.00%	$769,236.96	$769,236.96	$0.00
6	Engineering Management/Partial Operations Implementation/Public Outreach	$689,834.33	100.00%	$689,834.33	$689,834.33	$0.00
SWA 1 to WO 6	Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas	$81,309.04	100.00%	$81,309.04	$78,869.76	$2,439.28
SWA 2 to WO 6	Value Engineering Report for SH 365	$149,120.30	100.00%	$149,120.30	$149,120.30	$0.00
SWA 3 to WO 6	IBTC Low Level Flight	$346,720.31	84.42%	$292,690.82	$258,283.76	$34,407.06
SWA 4 to WO 6	Engineering Management/Partial Operations Implementation/Public Outreach	$1,437,465.41	19.91%	$286,146.97	$94,124.62	$192,022.35
	TOTALS	**$5,135,752.83**	**76.53%**	**$3,930,404.90**	**$3,701,536.21**	**$228,868.69**

TOTAL DUE THIS INVOICE: **$228,868.69**

Pay Only

1 - 9/10/2013

Loop Account #
280003609

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

September 9, 2013

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: **465201/22/XV**
Invoice Period: **08/01/2013 - 08/31/2013**

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)	$605,919.26	100.00%	$605,919.26	$605,919.26	$0.00
2	Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)	$11,546.14	100.00%	$11,546.14	$11,546.14	$0.00
3	Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.	$18,983.62	100.00%	$18,983.62	$18,983.62	$0.00
4	Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)	$173,210.21	100.00%	$173,210.21	$173,210.21	$0.00
5	Procurement / Negotiations of Prof. Svcs.	$27,248.50	100.00%	$27,248.50	$27,248.50	$0.00
ODC	Direct Expenses	$73,052.90	100.00%	$73,052.90	$73,052.90	$0.00
	TOTALS	**$909,960.63**	**100.00%**	**$909,960.63**	**$909,960.63**	**$0.00**

TOTAL DUE WORK ORDER NO. 1: **$0.00** ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)					
A. Research/Analyze/Gather all existing documents					
1. Organize/Analyze all documents received	$ 35,455.62	100.00%	$35,455.62	$35,455.62	$0.00
2. Review/Comment all consultant contracts	$ 3,709.14	100.00%	$3,709.14	$3,709.14	$0.00
3. Review/Analyze all schematics including North of US 83	$ 75,561.96	100.00%	$75,561.96	$75,561.96	$0.00
5. Review/Analyze/Comment on all financial studies	$ 8,122.08	100.00%	$8,122.08	$8,122.08	$0.00
6. Review/Analyze/Comment on all TxDOT comments on all existing documents	$ 6,868.84	100.00%	$6,868.84	$6,868.84	$0.00
B. Review Exist. Quantities/Estimates and Prep.Cursive Review of Proj. Dev. Cost Est. on all projects					
1. SH 365 / TCC (All Sections)	$ 18,708.04	100.00%	$18,708.04	$18,708.04	$0.00
2. IBTC All Sections)	$ 10,997.72	100.00%	$10,997.72	$10,997.72	$0.00
3. US 281 Military Highway Overpass	$ 10,875.76	100.00%	$10,875.76	$10,875.76	$0.00
4. US 83 Connector to FM 495	$ 6,917.40	100.00%	$6,917.40	$6,917.40	$0.00
5. La Joya Relief Route Segment No. 1	$ 11,046.28	100.00%	$11,046.28	$11,046.28	$0.00
6. All Segments - North of US 83	$ 19,838.44	100.00%	$19,838.44	$19,838.44	$0.00
C. Develop Program Management Plan which includes the following components:					
2. Quality Control Plan	$ 7,727.18	100.00%	$7,727.18	$7,727.18	$0.00
3. Cost Control Plan	$ 40,535.94	100.00%	$40,535.94	$40,535.94	$0.00
4. Schedule Management /Tracking Plan	$ 13,402.16	100.00%	$13,402.16	$13,402.16	$0.00
5. Document Control Plan	$ 11,459.16	100.00%	$11,459.16	$11,459.16	$0.00
6. Financial Implementation Plan	$ 74,782.58	100.00%	$74,782.58	$74,782.58	$0.00
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	$ 11,098.50	100.00%	$11,098.50	$11,098.50	$0.00
8. Utility Relocation Plan	$ 8,301.76	100.00%	$8,301.76	$8,301.76	$0.00
10. Environmental Document/Clearance/Permit Plan	$ 6,502.26	100.00%	$6,502.26	$6,502.26	$0.00
- SH365/TCC-Environmental-Atkins (formerly PBSJ)	$ 20,194.80	100.00%	$20,194.80	$20,194.80	$0.00
- IBTC-Environmental-Atkins (formerly PBSJ)	$ 8,855.48	100.00%	$8,855.48	$8,855.48	$0.00
- La Joya Bypass Phase I-B/TxDOT/Atkins	$ 14,282.10	100.00%	$14,282.10	$14,282.10	$0.00
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	$ 146,529.12	100.00%	$146,529.12	$146,529.12	$0.00
13. General Engineering Consultant Plan Management (GEC Plan)	$ 3,687.16	100.00%	$3,687.16	$3,687.16	$0.00
14. Develop Budget for PMC Program for next 7 years	$ 30,459.78	100.00%	$30,459.78	$30,459.78	$0.00
TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)					
A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:					
1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect.					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Monitor Agreement (4 months)	$ 750.62	100.00%	$750.62	$750.62	$0.00
2. US 281 / Military Hwy Overpass					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Monitor Agreement	$ 750.62	100.00%	$750.62	$750.62	$0.00
3. La Joya Relief Route (Phase I)(8.3 Miles)					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	$ 5,154.88	100.00%	$5,154.88	$5,154.88	$0.00
- Monitor Agreement	$ 750.62	100.00%	$750.62	$750.62	$0.00
4. US 281 - Falfurrias Toll Road					
- Review Agreement	$ -	0.00%	$0.00	$0.00	$0.00
- Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin	$ -	0.00%	$0.00	$0.00	$0.00
- Monitor Agreement	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.					
A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incld. the La Joya Relief Rte.					
1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg)	$ 5,044.16	100.00%	$5,044.16	$5,044.16	$0.00
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	$ 6,344.34	100.00%	$6,344.34	$6,344.34	$0.00
3. Modify Metes & Bounds for TRZ Boundary (paper only)	$ 7,595.12	100.00%	$7,595.12	$7,595.12	$0.00
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)					
A. General Project Management / Governmental Liaison (4 Months)					
1. Prepare/Review PMC Team consultant contract	$ 9,362.32	100.00%	$9,362.32	$9,362.32	$0.00
2. Prepare monthly PMC Invoice	$ 4,399.04	100.00%	$4,399.04	$4,399.04	$0.00
3. Prepare monthly PMC progress reports	$ 5,939.02	100.00%	$5,939.02	$5,939.02	$0.00
4. Attend monthly HCRMA board meetings (4 hrs / mtg / mo)	$ 7,559.36	100.00%	$7,559.36	$7,559.36	$0.00
5. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo)	$ 4,265.44	100.00%	$4,265.44	$4,265.44	$0.00
6. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo)	$ 3,779.68	100.00%	$3,779.68	$3,779.68	$0.00
7. Attend monthly MPO meetings (2 hrs / mtg / mo)	$ 3,779.68	100.00%	$3,779.68	$3,779.68	$0.00
8. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo)	$ 11,329.84	100.00%	$11,329.84	$11,329.84	$0.00
9. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo)	$ 7,195.04	100.00%	$7,195.04	$7,195.04	$0.00
10. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. Governmental Liaison	$ 5,060.84	100.00%	$5,060.84	$5,060.84	$0.00
12. Assist/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities	$ 17,344.00	100.00%	$17,344.00	$17,344.00	$0.00
B. General Engineering Consultant (GEC) Management of the following (4 Months)					
1. SH365/TCC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	$ 1,084.58	100.00%	$1,084.58	$1,084.58	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 1,713.76	100.00%	$1,713.76	$1,713.76	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 2,709.56	100.00%	$2,709.56	$2,709.56	$0.00
2. IBTC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	$ -	0.00%	$0.00	$0.00	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ -	0.00%	$0.00	$0.00	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ -	0.00%	$0.00	$0.00	$0.00
3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc.					
- Review / Analyze / Comment on Consultant Contracts	$ 2,311.78	100.00%	$2,311.78	$2,311.78	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 7,817.78	100.00%	$7,817.78	$7,817.78	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 5,761.03	100.00%	$5,761.03	$5,761.03	$0.00
4. SH365/TCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley					
- Review / Analyze / Comment on Consultant Contracts	$ 3,364.88	100.00%	$3,364.88	$3,364.88	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 4,551.21	100.00%	$4,551.21	$4,551.21	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 5,035.57	100.00%	$5,035.57	$5,035.57	$0.00
5. SH 365 / TCC (Toll / Pass Thru) – Seg. 1– FM1016 to Anzalduas – Eng. / Geotech - L&G Eng.					
- Review / Analyze / Comment on Consultant Contracts	$ 1,893.58	100.00%	$1,893.58	$1,893.58	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 7,559.36	100.00%	$7,559.36	$7,559.36	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 3,473.54	100.00%	$3,473.54	$3,473.54	$0.00
- Review / Analyze / Prepare independent construction cost estimates	$ 1,563.16	100.00%	$1,563.16	$1,563.16	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 4 Gen. Eng. Consult. (GEC) Mgt. Including contract negotiations (4 months) Continued					
B. General Engineering Consultant (GEC) Management of the following (4 Months)(Cont.)					
6. SH365/TCC at Anzalduas - Engineering/Geotech - L&G Engineering 1A					
- Review / Analyze / Comment on Consultant Contracts	$ 3,381.24	100.00%	$3,381.24	$3,381.24	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 3,916.50	100.00%	$3,916.50	$3,916.50	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 2,359.24	100.00%	$2,359.24	$2,359.24	$0.00
7. SH 365 / TCC (Toll / Pass Thru) – Seg. 1B – Anz. GSA Conn. to E. of 23rd – Eng. / Geo. - L&G Eng.					
- Review / Analyze / Comment on Consultant Contracts	$ 2,298.96	100.00%	$2,298.96	$2,298.96	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 7,775.94	100.00%	$7,775.94	$7,775.94	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 2,988.42	100.00%	$2,988.42	$2,988.42	$0.00
8. SH 365 / TCC (Toll / Pass Thru) – Seg. 2 – E. of 23rd to IBTC – Eng. / Geo. - S&B Infra.					
- Review / Analyze / Comment on Consultant Contracts	$ 3,186.94	100.00%	$3,186.94	$3,186.94	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 6,107.56	100.00%	$6,107.56	$6,107.56	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 4,775.06	100.00%	$4,775.06	$4,775.06	$0.00
9. US 281/Military Overpass - Engineering/Geotech/Survey -TEDSI Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	$ 3,186.94	100.00%	$3,186.94	$3,186.94	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 2,153.24	100.00%	$2,153.24	$2,153.24	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ 2,226.12	100.00%	$2,226.12	$2,226.12	$0.00
10. US 83 Connector to FM 495 - Eng./Geotech/Survey - S&B Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	$ -	0.00%	$0.00	$0.00	$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ -	0.00%	$0.00	$0.00	$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	$ -	0.00%	$0.00	$0.00	$0.00
TASK 5 Procurement / Negotiations of Prof. Svcs.					
A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months)					
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms)	$ 10,628.66	100.00%	$10,628.66	$10,628.66	$0.00
6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms)	$ 10,628.66	100.00%	$10,628.66	$10,628.66	$0.00
7. IBTC Seg. 1-5 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
8. IBTC Geotech Total Project	$ -	0.00%	$0.00	$0.00	$0.00
9. US 83 Connector to SH 495 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering	$ 5,991.18	100.00%	$5,991.18	$5,991.18	$0.00
12. La Joya Relief Route Corridor Seg. 1 - Geotech	$ -	0.00%	$0.00	$0.00	$0.00
13. La Joya Relief Route Corridor Seg. 1 - Survey	$ -	0.00%	$0.00	$0.00	$0.00
14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co.	$ -	0.00%	$0.00	$0.00	$0.00
15. Toll Consultant / Traffic Management - system wide	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 1,235.00	100.00%	$1,235.00	$1,235.00	$0.00
Meals ($30.00 / DAY)	$ 834.00	100.00%	$834.00	$834.00	$0.00
Rental Car	$ 1,770.00	100.00%	$1,770.00	$1,770.00	$0.00
Air Travel	$ 2,750.00	100.00%	$2,750.00	$2,750.00	$0.00
Parking	$ 154.00	100.00%	$154.00	$154.00	$0.00
Overnight Mail - letter size	$ 3,450.00	100.00%	$3,450.00	$3,450.00	$0.00
Photocopies B/W (8.5 X 11)	$ 709.90	100.00%	$709.90	$709.90	$0.00
Photocopies B/W (11 X 17)	$ 620.00	100.00%	$620.00	$620.00	$0.00
Photocopies Color (8.5 X 11)	$ 710.00	100.00%	$710.00	$710.00	$0.00
Photocopies Color (11 X 17)	$ 750.00	100.00%	$750.00	$750.00	$0.00
Color Graphics on Foam Board	$ 70.00	100.00%	$70.00	$70.00	$0.00
Public Outreach Laison	$ 60,000.00	100.00%	$60,000.00	$60,000.00	$0.00
CPA/Accounting Support Services	$ -	0.00%	$0.00	$0.00	$0.00
IT Support Services	$ -	0.00%	$0.00	$0.00	$0.00
Appraiser	$ -	0.00%	$0.00	$0.00	$0.00
Totals	$ 909,960.63		$ 909,960.63	$ 909,960.63	$ -

Amount Due This Invoice $ - ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

September 9, 2013

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Work Order No. 3:
Title Report for TCC

Invoice Number: **465201/22/XV**
Invoice Period: **08/01/2013 - 08/31/2013**

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	**Provide Title Reports**	$57,750.00	100.00%	$57,750.00	$57,750.00	$0.00
	TOTALS	**$57,750.00**	**100.00%**	**$57,750.00**	**$57,750.00**	**$0.00**

TOTAL DUE WORK ORDER NO. 3: **$0.00** ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

September 9, 2013

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Work Order No. 4:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: **465201/22/XV**
Invoice Period: **08/01/2013 - 08/31/2013**

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	$8,958.03	100.00%	$8,958.03	$8,958.03	$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	$58,185.85	100.00%	$58,185.85	$58,185.85	$0.00
C	Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	$2,711.90	100.00%	$2,711.90	$2,711.90	$0.00
D	Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	$18,512.54	100.00%	$18,512.54	$18,512.54	$0.00
E	Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	$22,926.32	100.00%	$22,926.32	$22,926.32	$0.00
F	Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koli and Temporary Secretaries)	$19,183.08	100.00%	$19,183.08	$19,183.08	$0.00
G	Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	$15,564.04	100.00%	$15,564.04	$15,564.04	$0.00
H	Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	$20,830.08	100.00%	$20,830.08	$20,830.08	$0.00
I	Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):	$19,983.36	100.00%	$19,983.36	$19,983.36	$0.00
J	Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	$74,767.90	100.00%	$74,767.90	$74,767.90	$0.00
K	IBTC (3.0 Months)	$25,337.35	100.00%	$25,337.35	$25,337.35	$0.00
L	SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)	$216,358.43	100.00%	$216,358.43	$216,358.43	$0.00
M	US 281 / Military (3.0 Months)	$24,156.47	100.00%	$24,156.47	$24,156.47	$0.00
ODC	Direct Expenses	$166,880.50	100.00%	$166,880.50	$166,880.50	$0.00
	TOTALS	**$694,355.85**	**100.00%**	**$694,355.85**	**$694,355.85**	**$0.00**

TOTAL DUE WORK ORDER NO. 4: **$0.00** ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 4:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mtgs (2 hrs/Wk x 9 Wks)	$ 8,958.03	100.00%	$8,958.03	$8,958.03	$0.00
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	$ 16,401.80	100.00%	$16,401.80	$16,401.80	$0.00
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 2,130.42	100.00%	$2,130.42	$2,130.42	$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	$ 2,023.44	100.00%	$2,023.44	$2,023.44	$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	$ 4,371.02	100.00%	$4,371.02	$4,371.02	$0.00
13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)	$ 6,777.56	100.00%	$6,777.56	$6,777.56	$0.00
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	$ 2,185.29	100.00%	$2,185.29	$2,185.29	$0.00
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	$ 2,711.90	100.00%	$2,711.90	$2,711.90	$0.00
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281					
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)	$ 3,954.36	100.00%	$3,954.36	$3,954.36	$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
3. Finalize Pass Thru Agreements	$ 9,863.90	100.00%	$9,863.90	$9,863.90	$0.00
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Input Data for Development of Monthly Reports for HCRMA Board	$ 12,042.32	100.00%	$12,042.32	$12,042.32	$0.00
2. Modify Monthly Reports for HCRMA Needs	$ 5,697.02	100.00%	$5,697.02	$5,697.02	$0.00
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	$ 5,186.98	100.00%	$5,186.98	$5,186.98	$0.00
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	$ 19,183.08	100.00%	$19,183.08	$19,183.08	$0.00
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	$ 15,564.04	100.00%	$15,564.04	$15,564.04	$0.00
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	$ 20,830.08	100.00%	$20,830.08	$20,830.08	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 4:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	$ 3,976.32	100.00%	$3,976.32	$3,976.32	$0.00
2. San Juan (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
3. Donna (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
4. Weslaco (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
5. City of Mercedes (1 Mtg)	$ 2,013.60	100.00%	$2,013.60	$2,013.60	$0.00
6. City of Edcouch (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
7. City of McAllen (2 Mtgs.)	$ 3,976.32	100.00%	$3,976.32	$3,976.32	$0.00
8. City of Mission (2 Mtgs.)	$ 3,976.32	100.00%	$3,976.32	$3,976.32	$0.00
9. City of Penitas (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
10. City of Palmview (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. City of La Joya (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
J. Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$ 60,035.90	100.00%	$60,035.90	$60,035.90	$0.00
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	$ 14,732.00	100.00%	$14,732.00	$14,732.00	$0.00
K. IBTC (3.0 Months)					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	$ -	0.00%	$0.00	$0.00	$0.00
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	$ 24,234.55	100.00%	$24,234.55	$24,234.55	$0.00
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	$ -	0.00%	$0.00	$0.00	$0.00
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	$ -	0.00%	$0.00	$0.00	$0.00
5. QA/QC Drainage Study (60%) (Next Work Authorization)	$ -	0.00%	$0.00	$0.00	$0.00
6. QA/QC Low Level Flight (Aranda) (1 Month)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	$ 1,102.80	100.00%	$1,102.80	$1,102.80	$0.00
8. Attend Meeting with USACOE (1) (Combined with TCC)	$ -	0.00%	$0.00	$0.00	$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)	$ -	0.00%	$0.00	$0.00	$0.00
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)					
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	$ 60,919.52	100.00%	$60,919.52	$60,919.52	$0.00
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	$ 17,089.64	100.00%	$17,089.64	$17,089.64	$0.00
3. QA/QC Drainage Study (60%)	$ 9,158.68	100.00%	$9,158.68	$9,158.68	$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	$ 4,046.88	100.00%	$4,046.88	$4,046.88	$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	$ -	0.00%	$0.00	$0.00	$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	$ 3,227.59	100.00%	$3,227.59	$3,227.59	$0.00
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA	$ 72,546.95	100.00%	$72,546.95	$72,546.95	$0.00
9. QA/QC Schematic (60%)	$ 4,380.10	100.00%	$4,380.10	$4,380.10	$0.00
10. Prepare Decision Matrix for Environmental Consultant	$ 1,489.67	100.00%	$1,489.67	$1,489.67	$0.00
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	$ 36,669.24	100.00%	$36,669.24	$36,669.24	$0.00
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits	$ -	0.00%	$0.00	$0.00	$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	$ -	0.00%	$0.00	$0.00	$0.00
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	$ 6,830.16	100.00%	$6,830.16	$6,830.16	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 4:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
M. US 281 / Military (3.0 Months)					
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	$ 5,034.52	100.00%	$5,034.52	$5,034.52	$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	$ 11,776.60	100.00%	$11,776.60	$11,776.60	$0.00
3. QA/QC Route Study	$ 1,277.95	100.00%	$1,277.95	$1,277.95	$0.00
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs @ 2 hrs / Mtg)	$ 6,067.40	100.00%	$6,067.40	$6,067.40	$0.00
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 1,537.50	100.00%	$1,537.50	$1,537.50	$0.00
Meals ($30.00 / DAY)	$ 495.00	100.00%	$495.00	$495.00	$0.00
Rental Car	$ 675.00	100.00%	$675.00	$675.00	$0.00
Air Travel	$ 6,750.00	100.00%	$6,750.00	$6,750.00	$0.00
Parking	$ 63.00	100.00%	$63.00	$63.00	$0.00
Overnight Mail - letter size	$ 1,150.00	100.00%	$1,150.00	$1,150.00	$0.00
Courier Services	$ 1,250.00	100.00%	$1,250.00	$1,250.00	$0.00
Photocopies B/W (8.5 X 11)	$ 2,320.00	100.00%	$2,320.00	$2,320.00	$0.00
Photocopies B/W (11 X 17)	$ 915.00	100.00%	$915.00	$915.00	$0.00
Photocopies Color (8.5 X 11)	$ 700.00	100.00%	$700.00	$700.00	$0.00
Photocopies Color (11 X 17)	$ 625.00	100.00%	$625.00	$625.00	$0.00
Color Graphics on Foam Board	$ 200.00	100.00%	$200.00	$200.00	$0.00
Newspaper Advertisement	$ -	0.00%	$0.00	$0.00	$0.00
Court Reporter (Public Hearings & Transcription)	$ -	0.00%	$0.00	$0.00	$0.00
Translator (English to Spanish or Sign Language)	$ -	0.00%	$0.00	$0.00	$0.00
Public Involvement Facility Rental	$ -	0.00%	$0.00	$0.00	$0.00
Public Outreach Liaison	$ 75,000.00	100.00%	$75,000.00	$75,000.00	$0.00
Accounting Support Services	$ 4,000.00	100.00%	$4,000.00	$4,000.00	$0.00
IT / Support Services	$ 3,200.00	100.00%	$3,200.00	$3,200.00	$0.00
Management Support Services	$ 32,000.00	100.00%	$32,000.00	$32,000.00	$0.00
Community Action Support	$ 36,000.00	100.00%	$36,000.00	$36,000.00	$0.00
Totals	$ 694,355.85		$ 694,355.85	$ 694,355.85	$ -

Amount Due This Invoice $ - ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

September 9, 2013

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: **465201/22/XV**
Invoice Period: **08/01/2013 - 08/31/2013**

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	$6,123.52	100.00%	$6,123.52	$6,123.52	$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	$59,425.62	100.00%	$59,425.62	$59,425.62	$0.00
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy including Updating Strategy (Two (2) Updates)	$8,484.08	100.00%	$8,484.08	$8,484.08	$0.00
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	$3,838.98	100.00%	$3,838.98	$3,838.98	$0.00
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	$20,012.60	100.00%	$20,012.60	$20,012.60	$0.00
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	$10,314.08	100.00%	$10,314.08	$10,314.08	$0.00
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	$13,878.78	100.00%	$13,878.78	$13,878.78	$0.00
H	Continue to Finalize and implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	$37,776.61	100.00%	$37,776.61	$37,776.61	$0.00
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months):	$11,150.84	100.00%	$11,150.84	$11,150.84	$0.00
J	Continue the Oversight of C&M Associates, inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	$74,552.28	100.00%	$74,552.28	$74,552.28	$0.00
K	Continue to Oversee IBTC (4.0 Months)	$1,220.88	100.00%	$1,220.88	$1,220.88	$0.00
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)	$250,916.15	100.00%	$250,916.15	$250,916.15	$0.00
M	SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)	$34,334.89	100.00%	$34,334.89	$34,334.89	$0.00
N	Implementation of GIS Tools - Phase IA	$20,646.28	100.00%	$20,646.28	$20,646.28	$0.00
O	Implementation of Project Wise	$46,343.58	100.00%	$46,343.58	$46,343.58	$0.00
ODC	Direct Expenses	$170,217.79	100.00%	$170,217.79	$170,217.79	$0.00
	TOTALS	**$769,236.96**	**100.00%**	**$769,236.96**	**$769,236.96**	**$0.00**

TOTAL DUE WORK ORDER NO. 5: **$0.00** ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	$ 6,123.52	100.00%	$6,123.52	$6,123.52	$0.00
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
1. HCRMA Board Meetings Including Presentation (Monthly) (4 Mtgs) (Inc. Prep Time)	$ 16,448.84	100.00%	$16,448.84	$16,448.84	$0.00
2. HCRMA Planning Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 8,483.22	100.00%	$8,483.22	$8,483.22	$0.00
3. HCRMA Finance Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 8,483.22	100.00%	$8,483.22	$8,483.22	$0.00
4. HCRMA MPO Policy Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,939.90	100.00%	$3,939.90	$3,939.90	$0.00
5. HCRMA MPO Tech Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,418.56	100.00%	$3,418.56	$3,418.56	$0.00
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	$ 1,849.66	100.00%	$1,849.66	$1,849.66	$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	$ -	0.00%	$0.00	$0.00	$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	$ -	0.00%	$0.00	$0.00	$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 2,109.60	100.00%	$2,109.60	$2,109.60	$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 2,109.60	100.00%	$2,109.60	$2,109.60	$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$ -	0.00%	$0.00	$0.00	$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	$ 3,073.90	100.00%	$3,073.90	$3,073.90	$0.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	$ 6,534.68	100.00%	$6,534.68	$6,534.68	$0.00
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,011.72	100.00%	$1,011.72	$1,011.72	$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	$ -	0.00%	$0.00	$0.00	$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (2 Mtgs. X 2 hr./Mtg.)	$ 1,962.72	100.00%	$1,962.72	$1,962.72	$0.00
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (Two (2) Updates)	$ 8,484.08	100.00%	$8,484.08	$8,484.08	$0.00
D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,728.22	100.00%	$1,728.22	$1,728.22	$0.00
2. Meet / Coordinate With TxDOT Austin (0 Mtg @ 10 hrs. / Mtg.)	$ 382.54	100.00%	$382.54	$382.54	$0.00
3. Finalize Pass Thru Agreements and/or availability payments	$ 1,728.22	100.00%	$1,728.22	$1,728.22	$0.00
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	$ 7,636.32	100.00%	$7,636.32	$7,636.32	$0.00
2. Continue to Modify Monthly Reports for HCRMA Needs	$ 5,007.12	100.00%	$5,007.12	$5,007.12	$0.00
3. Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec. 2012	$ 7,369.16	100.00%	$7,369.16	$7,369.16	$0.00
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	$ 10,314.08	100.00%	$10,314.08	$10,314.08	$0.00
G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	$ 13,878.78	100.00%	$13,878.78	$13,878.78	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
1. Finalize / Implement Public Outreach	$ 27,226.64	100.00%	$27,226.64	$27,226.64	$0.00
2. Review / Update Website	$ -	0.00%	$0.00	$0.00	$0.00
3. Develop Monthly Newsletter (Assist Subs)	$ -	0.00%	$0.00	$0.00	$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	$ -	0.00%	$0.00	$0.00	$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	$ -	0.00%	$0.00	$0.00	$0.00
6. Meet with Large Property Owners (SH 365)(Total 3 Mtgs. Including Preparation)	$ 5,909.51	100.00%	$5,909.51	$5,909.51	$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	$ 3,173.34	100.00%	$3,173.34	$3,173.34	$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	$ 1,467.12	100.00%	$1,467.12	$1,467.12	$0.00
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	$ 2,742.60	100.00%	$2,742.60	$2,742.60	$0.00
2. City of Granjeno (1 Mtg)	$ 1,587.62	100.00%	$1,587.62	$1,587.62	$0.00
3. City of Donna (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
4. City of Weslaco (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
5. City of Mercedes (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
6. City of Edcouch (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
7. City of McAllen (2 Mtgs.)	$ 3,410.31	100.00%	$3,410.31	$3,410.31	$0.00
8. City of Mission (2 Mtgs.)	$ 3,410.31	100.00%	$3,410.31	$3,410.31	$0.00
9. City of Penitas (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
10. City of Palmview (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. City of La Joya (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
12. City of Edinburg (2 Mtgs)	$ -	0.00%	$0.00	$0.00	$0.00
13. City of Sullivan City (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$ 33,936.84	100.00%	$33,936.84	$33,936.84	$0.00
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	$ 19,894.84	100.00%	$19,894.84	$19,894.84	$0.00
2. Update Strategic Plan after New T&R Numbers (Work with First Southwest)	$ 20,720.60	100.00%	$20,720.60	$20,720.60	$0.00
K. Continue to Oversee IBTC (4.0 Months)					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	$ -	0.00%	$0.00	$0.00	$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	$ 1,220.88	100.00%	$1,220.88	$1,220.88	$0.00
3. Oversee IBTC Drainage Studies	$ -	0.00%	$0.00	$0.00	$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	$ -	0.00%	$0.00	$0.00	$0.00
5. QA/QC Drainage Study (60%)	$ -	0.00%	$0.00	$0.00	$0.00
6. QA/QC Low Level Flight (Aranda)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting with USIBWC (1) (Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	$ 52,943.45	100.00%	$52,943.45	$52,943.45	$0.00
2. Continue to Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, Includes Negotiating Limits to FM 1016.	$ 60,223.91	100.00%	$60,223.91	$60,223.91	$0.00
3. Continue to QA/QC Drainage Study (90%)	$ 7,756.42	100.00%	$7,756.42	$7,756.42	$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	$ 1,114.94	100.00%	$1,114.94	$1,114.94	$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	$ -	0.00%	$0.00	$0.00	$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) and Negotiate Limits to FM 1016	$ 39,860.87	100.00%	$39,860.87	$39,860.87	$0.00
9. QA/QC Schematic (90%)	$ 28,128.05	100.00%	$28,128.05	$28,128.05	$0.00
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	$ -	0.00%	$0.00	$0.00	$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	$ 48,346.44	100.00%	$48,346.44	$48,346.44	$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	$ 4,277.88	100.00%	$4,277.88	$4,277.88	$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	$ -	0.00%	$0.00	$0.00	$0.00
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	$ 3,569.91	100.00%	$3,569.91	$3,569.91	$0.00
15. Assist HDR in Developing TIFIA Application	$ -	0.00%	$0.00	$0.00	$0.00
M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	$ -	0.00%	$0.00	$0.00	$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	$ 22,084.47	100.00%	$22,084.47	$22,084.47	$0.00
3. Finalize QA/QC Route Study	$ 7,390.21	100.00%	$7,390.21	$7,390.21	$0.00
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	$ 4,860.21	100.00%	$4,860.21	$4,860.21	$0.00
N. Implementation of GIS Tools - Phase IA					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	$ 5,256.06	100.00%	$5,256.06	$5,256.06	$0.00
2. Develop GIS user requirements documentation and implementation plan	$ 4,323.28	100.00%	$4,323.28	$4,323.28	$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	$ 2,766.54	100.00%	$2,766.54	$2,766.54	$0.00
4. Acquire and integrate Bing Map services	$ 3,788.88	100.00%	$3,788.88	$3,788.88	$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	$ 4,511.52	100.00%	$4,511.52	$4,511.52	$0.00
6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central databalse hosted from Dannenbaum's GIS hosting facility (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
9. Develop login page user interface (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
10. QA/QC login page user interface for compliance with Task 1 - Requirements (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
N. Implementation of GIS Tools - Phase IA (Continued)					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
O. Implementation of Project Wise					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	$ 2,668.23	100.00%	$2,668.23	$2,668.23	$0.00
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	$ 1,803.40	100.00%	$1,803.40	$1,803.40	$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	$ 3,638.60	100.00%	$3,638.60	$3,638.60	$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	$ 13,005.23	100.00%	$13,005.23	$13,005.23	$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include time estimate for key subcontractor participation)	$ 10,803.64	100.00%	$10,803.64	$10,803.64	$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	$ 10,916.43	100.00%	$10,916.43	$10,916.43	$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	$ 3,508.05	100.00%	$3,508.05	$3,508.05	$0.00
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 770.00	100.00%	$770.00	$770.00	$0.00
Meals ($30.00 / DAY)	$ 240.00	100.00%	$240.00	$240.00	$0.00
Rental Car	$ 360.00	100.00%	$360.00	$360.00	$0.00
Air Travel	$ 4,000.00	100.00%	$4,000.00	$4,000.00	$0.00
Parking	$ 28.00	100.00%	$28.00	$28.00	$0.00
Overnight Mail - letter size	$ 1,150.00	100.00%	$1,150.00	$1,150.00	$0.00
Courier Services	$ 900.00	100.00%	$900.00	$900.00	$0.00
Photocopies B/W (8.5 X 11)	$ 1,969.79	100.00%	$1,969.79	$1,969.79	$0.00
Photocopies B/W (11 X 17)	$ 775.00	100.00%	$775.00	$775.00	$0.00
Photocopies Color (8.5 X 11)	$ 700.00	100.00%	$700.00	$700.00	$0.00
Photocopies Color (11 X 17)	$ 625.00	100.00%	$625.00	$625.00	$0.00
Color Graphics on Foam Board	$ 200.00	100.00%	$200.00	$200.00	$0.00
Newspaper Advertisement	$ -	0.00%	$0.00	$0.00	$0.00
Court Reporter (Public Hearings & Transcription)	$ -	0.00%	$0.00	$0.00	$0.00
Translator (English to Spanish or Sign Language)	$ -	0.00%	$0.00	$0.00	$0.00
Public Involvement Facility Rental	$ -	0.00%	$0.00	$0.00	$0.00
Public Outreach Liaison (4 Months - September, October, November & December 2012)	$ 60,000.00	100.00%	$60,000.00	$60,000.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 5:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES (Continued)					
Accounting Support Services	$ 20,000.00	100.00%	$20,000.00	$20,000.00	$0.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 55 hrs)	$ 8,000.00	100.00%	$8,000.00	$8,000.00	$0.00
Bing Maps Annual Subscription Fee	$ 7,000.00	100.00%	$7,000.00	$7,000.00	$0.00
Management Support Services	$ 32,000.00	100.00%	$32,000.00	$32,000.00	$0.00
Community Action Support	$ 31,500.00	100.00%	$31,500.00	$31,500.00	$0.00
Totals	$ 769,236.96		$ 769,236.96	$ 769,236.96	$ -

Amount Due This Invoice $ -

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

September 9, 2013

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Work Order No. 6:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: **465201/22/XV**
Invoice Period: **08/01/2013 - 08/31/2013**

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	$6,123.52	100.00%	$6,123.52	$6,123.52	$0.00
B	Attend / Prepare Data / Report on Various Meetings (6.0 Months)	$55,067.18	100.00%	$55,067.18	$55,067.18	$0.00
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy including Updating Strategy (One (1) Updates)	$2,687.60	100.00%	$2,687.60	$2,687.60	$0.00
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	$6,984.88	100.00%	$6,984.88	$6,984.88	$0.00
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	$17,620.24	100.00%	$17,620.24	$17,620.24	$0.00
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	$9,684.90	100.00%	$9,684.90	$9,684.90	$0.00
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	$0.00	0.00%	$0.00	$0.00	$0.00
H	Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	$22,648.44	100.00%	$22,648.44	$22,648.44	$0.00
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months)	$11,941.12	100.00%	$11,941.12	$11,941.12	$0.00
J	Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	$3,240.18	100.00%	$3,240.18	$3,240.18	$0.00
K	Continue to Oversee IBTC (4.0 Months)	$4,802.28	100.00%	$4,802.28	$4,802.28	$0.00
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)	$309,653.23	100.00%	$309,653.23	$309,653.23	$0.00
M	SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)	$38,917.76	100.00%	$38,917.76	$38,917.76	$0.00
N	Implementation of GIS Tools - Phase IA	$0.00	0.00%	$0.00	$0.00	$0.00
O	Implementation of Project Wise	$0.00	0.00%	$0.00	$0.00	$0.00
ODC	Direct Expenses	$200,463.00	100.00%	$200,463.00	$200,463.00	$0.00
	TOTALS	**$689,834.33**	**100.00%**	**$689,834.33**	**$689,834.33**	**$0.00**

TOTAL DUE WORK ORDER NO. 6: **$0.00** ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	$ 6,123.52	100.00%	$6,123.52	$6,123.52	$0.00
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months)					
1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time)	$ 11,571.60	100.00%	$11,571.60	$11,571.60	$0.00
2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 6,313.20	100.00%	$6,313.20	$6,313.20	$0.00
3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 6,313.20	100.00%	$6,313.20	$6,313.20	$0.00
4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,939.90	100.00%	$3,939.90	$3,939.90	$0.00
5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,108.90	100.00%	$3,108.90	$3,108.90	$0.00
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	$ 4,540.16	100.00%	$4,540.16	$4,540.16	$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	$ -	0.00%	$0.00	$0.00	$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,902.00	$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,902.00	$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,902.00	$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,902.00	$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	$ 1,902.00	100.00%	$1,902.00	$1,902.00	$0.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	$ 5,905.50	100.00%	$5,905.50	$5,905.50	$0.00
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,011.72	100.00%	$1,011.72	$1,011.72	$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	$ -	0.00%	$0.00	$0.00	$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (3 Mtgs. X 2 hr./Mtg.)	$ 2,853.00	100.00%	$2,853.00	$2,853.00	$0.00
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update)	$ 2,687.60	100.00%	$2,687.60	$2,687.60	$0.00
D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,728.22	100.00%	$1,728.22	$1,728.22	$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	$ 3,528.44	100.00%	$3,528.44	$3,528.44	$0.00
3. Finalize Pass Thru Agreements and/or availability payments	$ 1,728.22	100.00%	$1,728.22	$1,728.22	$0.00
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (January 1, 2013 thru July 1, 2013)	$ 6,069.74	100.00%	$6,069.74	$6,069.74	$0.00
2. Continue to Modify Monthly Reports for HCRMA Needs	$ 5,826.86	100.00%	$5,826.86	$5,826.86	$0.00
3. Continue to Input Monthly Data and Produce Final Reports for January 1, 2013 thru July 1, 2013	$ 5,723.64	100.00%	$5,723.64	$5,723.64	$0.00
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	$ 9,684.90	100.00%	$9,684.90	$9,684.90	$0.00
G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
1. Finalize / Implement Public Outreach	$ 15,510.90	100.00%	$15,510.90	$15,510.90	$0.00
2. Review / Update Website	$ -	0.00%	$0.00	$0.00	$0.00
3. Develop Monthly Newsletter (Assist Subs)	$ -	0.00%	$0.00	$0.00	$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	$ -	0.00%	$0.00	$0.00	$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	$ -	0.00%	$0.00	$0.00	$0.00
6. Meet with Large Property Owners (SH 365)(Total 2 Mtgs. Including Preparation)	$ 3,778.26	100.00%	$3,778.26	$3,778.26	$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	$ 1,892.16	100.00%	$1,892.16	$1,892.16	$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	$ 1,467.12	100.00%	$1,467.12	$1,467.12	$0.00
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	$ 2,739.94	100.00%	$2,739.94	$2,739.94	$0.00
2. City of Granjeno (1 Mtg)	$ 1,758.58	100.00%	$1,758.58	$1,758.58	$0.00
3. City of Donna (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
4. City of Weslaco (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
5. City of Mercedes (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
6. City of Edcouch (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
7. City of McAllen (2 Mtgs.)	$ 3,721.30	100.00%	$3,721.30	$3,721.30	$0.00
8. City of Mission (2 Mtgs.)	$ 3,721.30	100.00%	$3,721.30	$3,721.30	$0.00
9. City of Penitas (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
10. City of Palmview (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. City of La Joya (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
12. City of Edinburg (2 Mtgs)	$ -	0.00%	$0.00	$0.00	$0.00
13. City of Sullivan City (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$ -	0.00%	$0.00	$0.00	$0.00
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	$ -	0.00%	$0.00	$0.00	$0.00
3. Verify Revised Strategic Plan after New T&R Numbers (Work with First Southwest)	$ 3,240.18	100.00%	$3,240.18	$3,240.18	$0.00
K. Continue to Oversee IBTC (4.0 Months)					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	$ -	0.00%	$0.00	$0.00	$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	$ 4,802.28	100.00%	$4,802.28	$4,802.28	$0.00
3. Oversee IBTC Drainage Studies	$ -	0.00%	$0.00	$0.00	$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	$ -	0.00%	$0.00	$0.00	$0.00
5. QA/QC Drainage Study (60%)	$ -	0.00%	$0.00	$0.00	$0.00
6. QA/QC Low Level Flight (Aranda)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting with USIBWC (1) (Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	$ 65,179.51	100.00%	$65,179.51	$65,179.51	$0.00
2. Continue to Oversee Drainage Studies / Utilities Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, (W.A. No. 1)	$ 64,918.66	100.00%	$64,918.66	$64,918.66	$0.00
3. Continue to QA/QC Drainage Study (90%)	$ 3,938.40	100.00%	$3,938.40	$3,938.40	$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	$ 4,459.76	100.00%	$4,459.76	$4,459.76	$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	$ -	0.00%	$0.00	$0.00	$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	$ 4,694.28	100.00%	$4,694.28	$4,694.28	$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) (W.A. No. 1)	$ 49,511.86	100.00%	$49,511.86	$49,511.86	$0.00
9. QA/QC Schematic (100%)	$ 32,907.94	100.00%	$32,907.94	$32,907.94	$0.00
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	$ -	0.00%	$0.00	$0.00	$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	$ 57,702.70	100.00%	$57,702.70	$57,702.70	$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	$ 19,200.30	100.00%	$19,200.30	$19,200.30	$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	$ -	0.00%	$0.00	$0.00	$0.00
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	$ 7,139.82	100.00%	$7,139.82	$7,139.82	$0.00
15. Assist HDR in Developing TIFIA Application	$ -	0.00%	$0.00	$0.00	$0.00
M. SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	$ -	0.00%	$0.00	$0.00	$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	$ 25,845.54	100.00%	$25,845.54	$25,845.54	$0.00
3. Finalize QA/QC Route Study	$ 6,591.94	100.00%	$6,591.94	$6,591.94	$0.00
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	$ 6,480.28	100.00%	$6,480.28	$6,480.28	$0.00
N. Implementation of GIS Tools - Phase IA					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	$ -	0.00%	$0.00	$0.00	$0.00
2. Develop GIS user requirements documentation and implementation plan	$ -	0.00%	$0.00	$0.00	$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	$ -	0.00%	$0.00	$0.00	$0.00
4. Acquire and integrate Bing Map services	$ -	0.00%	$0.00	$0.00	$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	$ -	0.00%	$0.00	$0.00	$0.00
6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
9. Develop login page user interface (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
10. QA/QC login page user interface for compliance with Task A - Requirements (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
N. Implementation of GIS Tools - Phase IA (Continued)					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	$ -	0.00%	$0.00	$0.00	$0.00
O. Implementation of Project Wise					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	$ -	0.00%	$0.00	$0.00	$0.00
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	$ -	0.00%	$0.00	$0.00	$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	$ -	0.00%	$0.00	$0.00	$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	$ -	0.00%	$0.00	$0.00	$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include time estimate for key subcontractor participation)	$ -	0.00%	$0.00	$0.00	$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	$ -	0.00%	$0.00	$0.00	$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	$ -	0.00%	$0.00	$0.00	$0.00
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 200.00	100.00%	$200.00	$200.00	$0.00
Meals ($30.00 / DAY)	$ 60.00	100.00%	$60.00	$60.00	$0.00
Rental Car	$ 180.00	100.00%	$180.00	$180.00	$0.00
Air Travel	$ 1,000.00	100.00%	$1,000.00	$1,000.00	$0.00
Parking	$ 28.00	100.00%	$28.00	$28.00	$0.00
Overnight Mail - letter size	$ 1,150.00	100.00%	$1,150.00	$1,150.00	$0.00
Courier Services	$ 500.00	100.00%	$500.00	$500.00	$0.00
Photocopies B/W (8.5 X 11)	$ 2,000.00	100.00%	$2,000.00	$2,000.00	$0.00
Photocopies B/W (11 X 17)	$ 750.00	100.00%	$750.00	$750.00	$0.00
Photocopies Color (8.5 X 11)	$ 700.00	100.00%	$700.00	$700.00	$0.00
Photocopies Color (11 X 17)	$ 625.00	100.00%	$625.00	$625.00	$0.00
Color Graphics on Foam Board	$ 270.00	100.00%	$270.00	$270.00	$0.00
Newspaper Advertisement	$ -	0.00%	$0.00	$0.00	$0.00
Court Reporter (Public Hearings & Transcription)	$ -	0.00%	$0.00	$0.00	$0.00
Translator (English to Spanish or Sign Language)	$ -	0.00%	$0.00	$0.00	$0.00
Public Involvement Facility Rental	$ -	0.00%	$0.00	$0.00	$0.00
Public Outreach Liaison (6 Months - Jan., Feb., Mar., Apr., May, June, 2013)	$ 90,000.00	100.00%	$90,000.00	$90,000.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES (Continued)					
Accounting Support Services	$ 10,000.00	100.00%	$10,000.00	$10,000.00	$0.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 55 hrs)	$ 8,000.00	100.00%	$8,000.00	$8,000.00	$0.00
Bing Maps Annual Subscription Fee	$ -	0.00%	$0.00	$0.00	$0.00
Management Support Services	$ 40,000.00	100.00%	$40,000.00	$40,000.00	$0.00
Community Action Support	$ 45,000.00	100.00%	$45,000.00	$45,000.00	$0.00
Totals	$ 689,834.33		$ 689,834.33	$ 689,834.33	$ -

Amount Due This Invoice $ - ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 1 to WO 6 - Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Oversight of Sketch Level Assessment	$ 5,654.52	100.00%	$5,654.52	$5,484.88	$169.64
B. Review/Comment of Sketch Level Assessment	$ 5,654.52	100.00%	$5,654.52	$5,484.88	$169.64
C&M Associates, Inc. - Traffic and Revenue	$ 70,000.00	100.00%	$70,000.00	$67,900.00	$2,100.00
Totals	$ 81,309.04		$81,309.04	$78,869.76	$2,439.28

Amount Due This Invoice $ 2,439.28 ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 2 to WO 6 - Value Engineering Report for SH 365

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Pre- and Post-Workshop					
1) Project Management	$ 3,714.78	100.00%	$3,714.78	$3,714.78	$0.00
2) Pre-Workshop planning, information review, draft functional analysis	$ 6,481.36	100.00%	$6,481.36	$6,481.36	$0.00
3) Prepare Draft VE report, circulate for comment, finalize VE report	$ 19,097.92	100.00%	$19,097.92	$19,097.92	$0.00
B. Value Engineering Workshop (Mon-Fri)					
1) Travel time allowance	$ 16,378.40	100.00%	$16,378.40	$16,378.40	$0.00
2) VE Workshop	$ 93,399.84	100.00%	$93,399.84	$93,399.84	$0.00
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 2,000.00	100.00%	$2,000.00	$2,000.00	$0.00
Meals ($30.00 / DAY)	$ 900.00	100.00%	$900.00	$900.00	$0.00
Rental Car	$ 780.00	100.00%	$780.00	$780.00	$0.00
Air Travel	$ 4,900.00	100.00%	$4,900.00	$4,900.00	$0.00
Parking	$ 300.00	100.00%	$300.00	$300.00	$0.00
Overnight Mail - letter size	$ 163.00	100.00%	$163.00	$163.00	$0.00
Courier Services	$ 100.00	100.00%	$100.00	$100.00	$0.00
Photocopies B/W (8.5 X 11)	$ 50.00	100.00%	$50.00	$50.00	$0.00
Photocopies B/W (11 X 17)	$ 20.00	100.00%	$20.00	$20.00	$0.00
Photocopies Color (8.5 X 11)	$ 350.00	100.00%	$350.00	$350.00	$0.00
Photocopies Color (11 X 17)	$ 125.00	100.00%	$125.00	$125.00	$0.00
Presentation Boards 30" x 40" Color Mounted	$ 360.00	100.00%	$360.00	$360.00	$0.00
Totals	$ 149,120.30		$149,120.30	$149,120.30	$ -

Amount Due This Invoice $ - ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 3 to WO 6 - IBTC Low Level Flight

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
FC 145 - PROJECT MANAGEMENT AND ADMINISTRATION (FC 110 TO FC 160) (5 MONTHS)					
Project Management	$ 3,218.16	75.00%	$2,413.62	$2,413.62	$0.00
Coordination/Prepare Sub Contracts (1-Total)	$ 1,396.56	100.00%	$1,396.56	$1,396.56	$0.00
Manage Subconsultant Contracts (1-Total x 2-Mhrs/Mo Ea. x 5 Mos)	$ 3,096.72	75.00%	$2,322.54	$2,322.54	$0.00
Preparation of Invoices and Progress Reports (1 Per Mo X 5 Mos = 5 EA)	$ 2,307.36	75.00%	$1,730.52	$1,730.52	$0.00
Monitor Subproviders' Schedules on Monthly Basis (1 EA FOR 4 MONTHS)	$ 2,307.36	75.00%	$1,730.52	$1,730.52	$0.00
Prepare Monthly Project Schedule Update (5 EA)	$ 1,366.20	75.00%	$1,024.65	$1,024.65	$0.00
Organize and Upload Electronic File Deliverables	$ 3,388.16	0.00%	$0.00	$0.00	$0.00
QC/QA - Revised Draft Schematic (1 Submittal)	$ 6,046.04	0.00%	$0.00	$0.00	$0.00
QC/QA - Final Schematic (1 Submittal)	$ 5,331.48	0.00%	$0.00	$0.00	$0.00
QC/QA - Survey	$ 8,841.36	30.00%	$2,652.41	$2,652.41	$0.00
FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY					
Remove Existing DTM from Original Flight	$ 922.92	75.00%	$692.19	$461.46	$230.73
Update and Verify New Flight DTM File	$ 3,367.98	25.00%	$842.00	$0.00	$842.00
Right of Entry - Coordination, Administration, Research and Abstracting	$ 48,900.00	90.00%	$44,010.00	$44,010.00	$0.00
Preliminary Data Acquisition - Update Ownership Information and Maps	$ 5,783.36	100.00%	$5,783.36	$5,783.36	$0.00
Establish Primary Control Network	$ 33,502.80	100.00%	$33,502.80	$33,502.80	$0.00
Establish Secondary Control Network Along Proposed Centerline	$ 25,269.56	100.00%	$25,269.56	$25,269.56	$0.00
Establish Aerial Target Network for Design Level Photogrammetry	$ 60,902.08	100.00%	$60,902.08	$60,902.08	$0.00
Alignment Control	$ 42,585.95	100.00%	$42,585.95	$36,198.06	$6,387.89
Aerial Survey	$ 63,885.56	100.00%	$63,885.56	$37,053.62	$26,831.94
FC 160 -UPDATE SCHEMATIC BASED ON NEW DTM					
Update Horizontal Alignment Based on New DTM	$ 4,930.36	0.00%	$0.00	$0.00	$0.00
Update Vertical Alignment Based on New DTM	$ 4,930.36	0.00%	$0.00	$0.00	$0.00
Update ROW File Based on Revised Corner Clips	$ 3,084.52	0.00%	$0.00	$0.00	$0.00
Update Roadway Master Design File	$ 5,515.34	0.00%	$0.00	$0.00	$0.00
Verify and Update Topo File	$ 3,550.12	0.00%	$0.00	$0.00	$0.00
DIRECT EXPENSES					
Overnight Mail - letter size	$ 400.00	85.00%	$340.00	$320.00	$20.00
Courier Services	$ 1,000.00	85.00%	$850.00	$800.00	$50.00
Photocopies Color (11 X 17)	$ 250.00	85.00%	$212.50	$200.00	$12.50
Plots (Color on Bond) (4 Plots @ 40' each)	$ 640.00	85.00%	$544.00	$512.00	$32.00
Totals	$ 346,720.31		$ 292,690.82	$ 258,283.76	$ 34,407.06

Amount Due This Invoice $ 34,407.06 ✓

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Continue to Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs) from July 1, 2013 to December 31, 2013	$ 6,123.52	30.00%	$1,837.06	$918.53	$918.53
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) July 1, 2013 through December 31, 2013					
1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time)	$ 11,571.60	33.33%	$3,856.81	$1,928.99	$1,927.82
2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 6,313.20	33.33%	$2,104.19	$1,052.41	$1,051.78
3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,156.60	33.33%	$1,052.09	$526.21	$525.88
4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,939.90	33.33%	$1,313.17	$656.78	$656.39
5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,108.90	33.33%	$1,036.20	$518.25	$517.95
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	$ 4,540.16	30.00%	$1,362.05	$756.84	$605.21
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	$ -	0.00%	$0.00	$0.00	$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	50.00%	$951.00	$0.00	$951.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	50.00%	$951.00	$0.00	$951.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	0.00%	$0.00	$0.00	$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	0.00%	$0.00	$0.00	$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	$ 1,902.00	50.00%	$951.00	$0.00	$951.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	$ 3,388.78	0.00%	$0.00	$0.00	$0.00
14. Attend Meetings With Legislators (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,011.72	0.00%	$0.00	$0.00	$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	$ -	0.00%	$0.00	$0.00	$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (3 Mtgs. X 2 hr./Mtg.)	$ 2,853.00	10.00%	$285.30	$0.00	$285.30
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update) from July 1, 2013 to December 31, 2013	$ 5,132.32	33.33%	$1,710.60	$769.85	$940.75
D. Continue to Negotiate / Coordinate with TxDOT on TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military) from July 1, 2013 to December 31, 2013					
1. Meet / Coordinate With TxDOT Pharr (1 Mtg. @ 2 hrs. / Mtg.)	$ 1,728.22	15.00%	$259.23	$86.41	$172.82
2. Meet / Coordinate With TxDOT Austin (2 Mtgs. @ 10 hrs. / Mtg.)	$ 7,579.08	10.00%	$757.91	$757.91	$0.00
3. Finalize Availability Payments with TxDOT	$ 2,566.16	0.00%	$0.00	$0.00	$0.00
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)	$ 6,069.74	30.00%	$1,820.92	$606.97	$1,213.95
2. Continue to Modify Monthly Reports for HCRMA Needs	$ 5,826.86	30.00%	$1,748.06	$582.69	$1,165.37
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru December 31, 2013	$ 5,723.64	30.00%	$1,717.09	$572.36	$1,144.73
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 through December 31, 2013	$ 9,684.90	30.00%	$2,905.47	$968.49	$1,936.98
G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity					
1. Research/Develop/Assist in Creating and Inputting of Data for Around 485 Parcels within TRZ to Assume Accuracy	$ 62,661.60	10.00%	$6,266.16	$3,133.08	$3,133.08

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultants from July 1, 2013 to December 31, 2013					
1. Finalize / Implement Public Outreach	$ 15,510.90	20.00%	$3,102.18	$1,551.09	$1,551.09
2. Review / Update Website	$ -	0.00%	$0.00	$0.00	$0.00
3. Develop Monthly Newsletter (Assist Subs)	$ -	0.00%	$0.00	$0.00	$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	$ 11,580.84	5.00%	$579.04	$0.00	$579.04
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	$ -	0.00%	$0.00	$0.00	$0.00
6. Meet with Large Property Owners (SH 365)(Total 2 Mtgs. Including Preparation)	$ 3,778.26	50.00%	$1,889.13	$0.00	$1,889.13
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	$ 1,892.16	10.00%	$189.22	$0.00	$189.22
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	$ 1,467.12	0.00%	$0.00	$0.00	$0.00
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (6.0 Months)(from July 1, 2013 to December 1, 2013):					
1. City of Pharr (2 Mtgs)	$ 2,739.94	25.00%	$684.99	$0.00	$684.99
2. City of Granjeno (1 Mtg)	$ 1,758.58	0.00%	$0.00	$0.00	$0.00
3. City of Donna (1 Mtg)	$ 1,728.22	0.00%	$0.00	$0.00	$0.00
4. City of Weslaco (1 Mtg)	$ 1,728.22	10.00%	$172.82	$0.00	$172.82
5. City of Mercedes (1 Mtg)	$ 1,728.22	10.00%	$172.82	$0.00	$172.82
6. City of Edcouch (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
7. City of McAllen (2 Mtgs.)	$ 3,721.30	20.00%	$744.26	$0.00	$744.26
8. City of Mission (2 Mtgs.)	$ 3,721.30	20.00%	$744.26	$0.00	$744.26
9. City of Penitas (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
10. City of Palmview (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. City of La Joya (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
12. City of Edinburg (2 Mtgs)	$ -	0.00%	$0.00	$0.00	$0.00
13. City of Sullivan City (1 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
J. Continue the Oversight of C&M Associates, Inc., in Developing the Overweight Corridor Study (6.0 months) from July 1, 2013 to December 31, 2013					
1. Implementation of C&M Overweight Corridor Study	$ 4,367.24	10.00%	$436.72	$218.36	$218.36
2. Update Strategic Plan for Funding (Project Funding from Overweight Permits / Additional TxDOT Funding/Leverage)	$ 8,544.84	20.00%	$1,708.97	$427.24	$1,281.73
3. Coordinate with development of overweight corridor	$ 7,512.56	10.00%	$751.26	$375.63	$375.63
K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013					
1. Assist HCRMA E.D. to Modify RFP and Procure Engineering Services (Including Contract Negotiations for Main Contract and WA No. 1) for each Project Assumes (2 Projects)	$ 29,862.78	15.00%	$4,479.42	$0.00	$4,479.42
2. Assist HCRMA E.D. to Develop RFQ, Procure Surveyors for Right of Way mapping (Including Contract Negotiations for Main Contract and WA No. 1 assumes 3 Surveyors (Assist by Aranda & Associates))	$ 12,163.78	15.00%	$1,824.57	$0.00	$1,824.57
3. Assist HCRMA E.D. to Develop RFQ, Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project	$ 4,027.18	15.00%	$604.08	$0.00	$604.08
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)	$ 50,790.94	10.00%	$5,079.09	$2,539.55	$2,539.54
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)	$ 8,909.12	0.00%	$0.00	$0.00	$0.00
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (including previous)	$ -	0.00%	$0.00	$0.00	$0.00
7. QA/QC Drainage Study (60%)	$ -	0.00%	$0.00	$0.00	$0.00
8. QA/QC Low Level Flight (Aranda) (Including previous)	$ -	0.00%	$0.00	$0.00	$0.00
9. Attend Meeting with USIBWC (1) (Combined with SH 365) in El Paso	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013 (continued)					
10. Attend Meeting with USACOE (1) (Combined with SH 365)	$ -	0.00%	$0.00	$0.00	$0.00
11. Attend Meeting with US Fish and Wildlife (1)	$ 2,812.80	0.00%	$0.00	$0.00	$0.00
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	$ 85,371.13	33.33%	$28,454.20	$14,231.37	$14,222.83
2. Continue to Oversee Drainage Studies / Utilities / Pavement Design Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, (W.A. No. 1)	$ 51,171.52	33.33%	$17,055.47	$8,530.29	$8,525.18
3. Continue to QA/QC Drainage Study (90%)	$ 12,937.22	25.00%	$3,234.31	$1,293.72	$1,940.59
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)	$ 5,544.34	100.00%	$5,544.34	$0.00	$5,544.34
5. Attend Meeting With USACOE (1 Mtg. - HST)	$ 5,544.34	0.00%	$0.00	$0.00	$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	$ 4,694.28	0.00%	$0.00	$0.00	$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) (W.A. No. 1)	$ 22,267.48	33.33%	$7,421.75	$3,711.99	$3,709.76
9. QA/QC Schematic (100%)	$ 29,264.82	10.00%	$2,926.48	$1,463.24	$1,463.24
10. Prepare Decision Matrix for Environmental Consultant	$ -	0.00%	$0.00	$0.00	$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	$ 3,968.78	15.00%	$595.32	$396.88	$198.44
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	$ 19,200.30	15.00%	$2,880.05	$0.00	$2,880.05
13. Negotiate/Prepare W.A. No. 2 with L&G & S&B for PS&E Development including monitoring PS&E Development from 9/1/13 to 12/31/13 (4 Months)	$ 42,197.02	33.00%	$13,925.02	$0.00	$13,925.02
14. Negotiate/Prepare W.A. No. 2 for DOS and Quintanilla for SH 365 (Assist by Aranda & Associates)	$ 71,198.50	33.00%	$23,495.51	$0.00	$23,495.51
15. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	$ 7,139.82	50.00%	$3,569.91	$0.00	$3,569.91
16. Assist HDR in Developing TIFIA Application (NOT in this supplemental)	$ -	0.00%	$0.00	$0.00	$0.00
M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 1, 2013					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	$ -	0.00%	$0.00	$0.00	$0.00
2. Oversee Engineer in Development of Drainage / Utilities / Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)	$ 59,802.88	33.33%	$19,932.30	$9,969.14	$9,963.16
3. Negotiate / Prepare WA No. 3 for TEDSI for Preparation of PS&E and Monitor PS&E for 11/1/13 to 12/31/13 (2.0 Months)	$ 24,628.72	10.00%	$2,462.87	$0.00	$2,462.87
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	$ 6,480.28	50.00%	$3,240.14	$0.00	$3,240.14
N. Implementation of GIS Tools					
User Requirements					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	$ 3,716.08	3.00%	$111.48	$0.00	$111.48
2. Develop GIS user requirements documentation and implementation plan	$ 4,323.28	3.00%	$129.70	$0.00	$129.70
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	$ 621.23	3.00%	$18.64	$0.00	$18.64
Database					
1. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database with ProjectWise documents	$ 31,428.96	5.00%	$1,571.45	$1,571.45	$0.00
2. QA/QC existing and HCRMA specific GIS database for compliance with Requirements	$ 4,176.43	3.00%	$125.29	$0.00	$125.29

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
N. Implementation of GIS Tools (Continued)					
Information Management Tools					
1. Develop GIS roadway information management tools on Dannenbaum's application development server	$ 12,629.60	3.00%	$378.89	$0.00	$378.89
2. Integrate document access through ArcGIS Server website application to documents being managed through ProjectWise	$ 3,788.88	3.00%	$113.67	$0.00	$113.67
3. QA/QC / unit testing of the GIS roadway information management tools	$ 8,913.68	3.00%	$267.41	$0.00	$267.41
4. Migrate GIS roadway information management tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment	$ 1,569.60	3.00%	$47.09	$0.00	$47.09
5. Develop GIS roadway information management tools user manual documentation and conduct user training	$ 3,088.30	3.00%	$92.65	$0.00	$92.65
ROW Acquisition Tools					
1. Develop ROW acquisition tools on Dannenbaum's application development server	$ 3,788.88	50.00%	$1,894.44	$0.00	$1,894.44
2. QA/QC / unit testing of the ROW acquisition tools	$ 2,543.01	50.00%	$1,271.51	$0.00	$1,271.51
3. Migrate ROW acquisition tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS server hosting environment	$ 1,569.60	50.00%	$784.80	$0.00	$784.80
4. Develop ROW acquisition tools user manual documentation and conduct user training	$ 2,773.71	50.00%	$1,386.86	$0.00	$1,386.86
Utility Adjustment Tools					
1. Develop utility adjustment tools on Dannenbaum's application development server	$ 18,944.40	3.00%	$568.33	$0.00	$568.33
2. QA/QC / unit testing of the utility adjustment tools	$ 9,228.27	3.00%	$276.85	$0.00	$276.85
3. Migrate utility adjustment tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS server hosting environment	$ 1,569.60	3.00%	$47.09	$0.00	$47.09
4. Develop utility adjustment tools user manual documentation and conduct user training	$ 2,773.71	3.00%	$83.21	$0.00	$83.21
Helpdesk					
1. Tech Support	$ 5,993.12	3.00%	$179.79	$0.00	$179.79
Data Maintenance					
1. Perform database updates and maintenance to keep information current	$ 46,268.40	3.00%	$1,388.05	$0.00	$1,388.05
O. Implementation of Project Wise					
1. PMC Training (x1 brownbag session via Web)	$ 503.98	20.00%	$100.80	$0.00	$100.80
2. On-going Support (6 months)	$ 4,736.16	20.00%	$947.23	$0.00	$947.23
3. Project Wise End User Training (x4 brown bag training sessions via Web to teach ANY End user how to manage documents in a Project Wise document controlled environment)	$ 3,242.48	10.00%	$324.25	$0.00	$324.25
4. Develop HCRMA Project Wise and GIS data management business process documentation	$ 5,246.28	10.00%	$524.63	$0.00	$524.63
P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013					
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop with HDR Assistance	$ 26,540.66	5.00%	$1,327.03	$0.00	$1,327.03
2. Negotiate / Prepare WA No. 2 to Prepare Preliminary Engineering for SH 365 Toll Integrator with HDR Assistance (Next WA)	$ -	0.00%	$0.00	$0.00	$0.00
3. Oversee / Manage WA No. 1 - Toll Integrator (Consultants) (Overall Toll Strategy for Loop) (3 Months)	$ 32,531.64	0.00%	$0.00	$0.00	$0.00
4. Oversee / Manage WA No. 2 - Toll Integrator (Consultants) (Preliminary Engineering for SH 365 (Next WA)	$ -	0.00%	$0.00	$0.00	$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 6:
Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/22/XV
Invoice Period: 08/01/2013 - 08/31/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
Q. Develop / Procure / Negotiate Services for various Consultants to be used on SH 365 and IBTC					
1. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for appraisal consultants for both SH 365 and IBTC (Develop Post-Assume three (3) Appraisals)	$ 5,933.78	10.00%	$593.38	$0.00	$593.38
2. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for title company consultants for both SH 365 and IBTC (Develop Post-Assume three (3) consultants)	$ 5,933.78	15.00%	$890.07	$0.00	$890.07
3. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for Right-of-Way Agents for both SH 365 and IBTC (Develop Post-Assume three (3) Agents)	$ 5,933.78	15.00%	$890.07	$0.00	$890.07
R. Value Engineering - IBTC					
Pre- and Post-Workshop					
1. Project Management	$ 3,714.78	0.00%	$0.00	$0.00	$0.00
2. Pre-Workshop Planning, information review, draft functional analysis	$ 6,481.36	0.00%	$0.00	$0.00	$0.00
3. Prepare Draft VE report, circulate for comment, finalize VE report	$ 18,642.52	0.00%	$0.00	$0.00	$0.00
Value Engineering Working (Mon-Fri) (IBTC)					
1. Travel time allowance (IBTC)	$ 16,378.40	0.00%	$0.00	$0.00	$0.00
2. VE Workshop (IBTC)	$ 86,113.44	0.00%	$0.00	$0.00	$0.00
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 3,770.00	25.00%	$942.50	$0.00	$942.50
Meals ($30.00 / DAY)	$ 1,440.00	25.00%	$360.00	$0.00	$360.00
Rental Car	$ 2,040.00	25.00%	$510.00	$0.00	$510.00
Air Travel	$ 11,400.00	25.00%	$2,850.00	$0.00	$2,850.00
Parking	$ 426.00	15.00%	$63.90	$0.00	$63.90
Mileage	$ 215.00	15.00%	$32.25	$0.00	$32.25
Overnight Mail - letter size	$ 2,250.00	25.00%	$562.50	$225.00	$337.50
Courier Services	$ 2,600.00	25.00%	$650.00	$260.00	$390.00
Photocopies B/W (8.5 X 11)	$ 2,120.00	25.00%	$530.00	$212.00	$318.00
Photocopies B/W (11 X 17)	$ 1,065.00	25.00%	$266.25	$106.50	$159.75
Photocopies Color (8.5 X 11)	$ 590.00	25.00%	$147.50	$59.00	$88.50
Photocopies Color (11 X 17)	$ 2,000.00	25.00%	$500.00	$0.00	$500.00
Color Graphics on Foam Board	$ 1,860.00	30.00%	$558.00	$0.00	$558.00
Newspaper Advertisement	$ -	0.00%	$0.00	$0.00	$0.00
Court Reporter (Public Hearings & Transcription)	$ -	0.00%	$0.00	$0.00	$0.00
Translator (English to Spanish or Sign Language)	$ -	0.00%	$0.00	$0.00	$0.00
Public Involvement Facility Rental	$ -	0.00%	$0.00	$0.00	$0.00
Public Outreach Liaison (6 Months - July - December, 2013)	$ 90,000.00	33.33%	$29,997.00	$15,003.00	$14,994.00
Accounting Support Services	$ 10,000.00	20.00%	$2,000.00	$500.00	$1,500.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 60 hrs)	$ 12,800.00	20.00%	$2,560.00	$640.00	$1,920.00
Bing Maps Annual Subscription Fee	$ 5,000.00	50.00%	$2,500.00	$0.00	$2,500.00
Management Support Services	$ 48,000.00	33.33%	$15,998.40	$8,001.60	$7,996.80
Community Action Support	$ 54,000.00	33.33%	$17,998.20	$9,001.80	$8,996.40
Totals	$ 1,437,465.41		$ 286,146.97	$ 94,124.62	$ 192,022.35

Amount Due This Invoice $ 192,022.35 ✓

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) August / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: October 27, 2011
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 1

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 909,960.63

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	HDR Engineering, Inc.	Program Mgmt	$ 57,705.85	6.34%	$ 0.00	$ 57,705.85	$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	$ 20,928.44	2.30%	$ 0.00	$ 20,928.44	$ 0.00
*	Guzman Munoz Engineering and Surveying, Inc.	Program Mgmt	$ 20,848.54	2.29%	$ 0.00	$ 20,848.54	$ 0.00
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	$ 44,620.72	4.90%	$ 0.00	$ 44,620.72	$ 0.00

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice – Hidalgo County Regional Mobility Authority Office

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

Louis H. Jones, Jr., P.E. — Print Name - Company Official /DBE Liaison Officer
shari.bricarell@dannenbaum.com — Email
Signature
713-520-9570 — Phone
713-527-6442 — Fax
September 4, 2013 — Date

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) August / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 3

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 57,750.00

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Aranda & Associates, Inc.	Program Mgmt	$ 57,750.00	100.00%	$ 0.00	$ 43,457.40	$ 14,292.60

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Louis H. Jones, Jr., P.E. | 713-520-9570 | September 4, 2013

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

shari.bricarell@dannenbaum.com | 713-527-6442

Email | Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) August / 2013

Contract #: HCRMA Program Mgmt Consultant Project

Date of Execution: _____

Prime Provider: Dannenbaum Engineering Corporation

Work Authorization No. 4

Original Contract Amount: $ 5,000,000.00

Approved Supplemental Agreements: $ 0.00

Total Contract Amount: $ 5,000,000.00

Work Authorization Amount: $ 694,355.85

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	HDR Engineering, Inc.	Program Mgmt	$ 14,300.17	2.06%	$ 0.00	$ 14,300.17	$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	$ 12,024.80	1.73%	$ 0.00	$ 12,024.80	$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	$ 31,765.36	4.57%	$ 0.00	$ 31,765.36	$ 0.00
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	$ 40,256.28	5.80%	$ 0.00	$ 40,256.28	$ 0.00
*	Unintech Consulting Engineers	Program Mgmt	$ 0.00	0.00%	$ 0.00	$ 0.00	$ 0.00

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Louis H. Jones, Jr., P.E. | 713-520-9570 | September 4, 2013

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

shari.bricarell@dannenbaum.com | | 713-527-6442 |

Email | | Fax |

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) August / 2013

Contract #: HCRMA Program Mgmt Consultant Project

Date of Execution: _____

Prime Provider: Dannenbaum Engineering Corporation

Work Authorization No. 5

Original Contract Amount: $ 5,000,000.00

Approved Supplemental Agreements: $ 0.00

Total Contract Amount: $ 5,000,000.00

Work Authorization Amount: $ 769,236.96

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	HDR Engineering, Inc.	Program Mgmt	$ 3,694.92	0.48%	$ 0.00	$ 3,694.92	$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	$ 8,045.26	1.05%	$ 0.00	$ 8,045.26	$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	$ 35,109.64	4.56%	$ 0.00	$ 35,109.64	$ 0.00

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Louis H. Jones, Jr., P.E.

Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570

Phone

September 4, 2013

Date

shari.bricarell@dannenbaum.com

Email

713-527-6442

Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) August / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 6

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 2,704,449.39

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Blanton & Associates, Inc.	Program Mgmt	$ 130,531.88	4.83%	$ 0.00	$ 26,775.94	$ 103,755.94
*	Aranda & Associates, Inc.	Program Mgmt	$ 330,713.89	12.23%	$ 23,115.79	$ 262,972.09	$ 67,741.80
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	$ 22,933.66	0.85%	$ 0.00	$ 0.00	$ 22,933.66
*	C&M Associates, Inc.	Program Mgmt	$ 70,000.00	2.59%	$ 5,000.00	$ 68,000.00	$ 2,000.00
*	Aerial Data Service	Program Mgmt	$ 63,885.56	2.36%	$ 23,979.34	$ 36,747.44	$ 27,138.12
	HDR Engineering, Inc.	Program Mgmt	$ 150,692.08	5.57%	$ 2,423.78	$ 56,685.17	$ 94,006.91

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Signature
713-520-9570 — Phone
713-527-6442 — Fax
September 4, 2013 — Date

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF JULY 2013**

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

   Consideration and approval of financial report for the month of July 2013.

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

4. Budgeted: ___ Yes ___ No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve the Financial Report for the Month of July 2013 as presented.**

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

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

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

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

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

SALINAS, ALLEN & SCHMITT, LLP
Certified Public Accountants ◆ Business and Tax Consultants

ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority
Weslaco, TX

We have compiled the accompanying Statement of Net Position of Hidalgo County Regional Mobility Authority (a governmental authority) and the related Statement of Revenues, Expenses and Changes in Net Position (accrual basis) and the Statement of Revenues, Expenditures and Changes in Fund Balances (modified accrual basis) as of and for the seven months ended July 31, 2013. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Also, management has not presented the statement of cash flows, management's discussion and analysis information or the budgetary comparison supplementary information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

We are not independent with respect to Hidalgo County Regional Mobility Authority.

Salinas, Allen & Schmitt, LLP

Salinas, Allen & Schmitt, L.L.P.

September 11, 2013

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION
JULY 31, 2013

ASSETS

Cash - Unrestricted	$	154,799.37
Cash - Restricted		4,006,620.10
Office Equipment, net		8,629.64
Accounts Receivable - VR Fees		466,630.00
Debt Issuance Cost		112,421.24
Capital Assets Not Being Depreciated		33,970,493.54
TOTAL ASSETS	$	38,719,593.89

LIABILITIES AND NET POSITION

LIABILITIES		
Due to LRGVDC	$	1,027.86
Accrued Interest		106,905.79
Note Payable - Hidalgo County		200,000.00
Note Payable - First National Bank		11,049,816.32
Total Liabilities		11,357,749.97
NET POSITION		
Investment in Capital Assets, Net of Related Debt		23,041,728.10
Restricted for:		
Debt Service		152,763.00
Loop Project		3,937,095.57
Unrestricted		230,257.25
Total Net Position		27,361,843.92
TOTAL LIABILITIES AND NET POSITION	$	38,719,593.89

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SEVEN MONTHS ENDED JULY 31, 2013

	Function/Program		
	Administration	Capital Projects	Total Combined
EXPENSES:			
Loop Project:			
Administrative	$ 36.00	$ -	$ 36.00
Dues & Subscriptions	556.40	-	556.40
Postage & Delivery	6.49	-	6.49
MPO Wages & Benefits	1,432.13	-	1,432.13
Insurance & Bonding	8.00	-	8.00
Travel	63.18	-	63.18
Printing & Publications	29.88	-	29.88
Wages	8.79	-	8.79
Bank Service Charges	0.24	-	0.24
Accounting Fees	79.25	-	79.25
Legal & Professional	41.22	-	41.22
Financial Consulting Fees	100.00	-	100.00
Office Supplies	7.20	-	7.20
Rental Expense	93.10	-	93.10
Utilities	12.58	-	12.58
Miscellaneous	111.71	-	111.71
Total Expenses	2,586.17	-	2,586.17
PROGRAM REVENUES:			
Operating Grants:			
Vehicle Registration Fees	-	3,487,330.00	3,487,330.00
CHANGE IN NET POSITION	(2,586.17)	3,487,330.00	3,484,743.83
Net Position, January 1, 2013	5,280,575.40	18,596,524.69	23,877,100.09
NET POSITION, JULY 31, 2013	$ 5,277,989.23	$ 22,083,854.69	$ 27,361,843.92

See accountant's compilation report.

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
(MODIFIED ACCRUAL)
AS OF JULY 31, 2013

	General Operating Fund	Capital Projects: Loop Project Fund	Capital Projects: Vehicle Registration Fund	Debt Service Fund	Total Combined
REVENUES:					
Vehicle Registration Fees	$ 0.00	$ 0.00	$ 3,487,330.00	$ 0.00	$ 3,487,330.00
Total Revenues	0.00	0.00	3,487,330.00	0.00	3,487,330.00
EXPENDITURES:					
Administrative	224,322.87	86.69	0.00	0.00	224,409.56
Accounting Fees	7,925.00	0.00	0.00	0.00	7,925.00
Consulting & Engineering	0.00	2,174,865.37	0.00	0.00	2,174,865.37
Financial Consulting Fees	10,000.00	0.00	0.00	0.00	10,000.00
Insurance & Bonding	800.00	0.00	0.00	0.00	800.00
Interest Expense	0.00	9,916.69	0.00	181,919.96	191,836.65
Legal & Professional	4,121.76	23,047.46	0.00	0.00	27,169.22
Loop Project	0.00	35,770.27	0.00	0.00	35,770.27
Rental Expense	9,310.14	0.00	0.00	0.00	9,310.14
Wages	879.44	0.00	0.00	0.00	879.44
Total Expenditures	257,359.21	2,243,686.48	0.00	181,919.96	2,682,965.65
NET REVENUES	(257,359.21)	(2,243,686.48)	3,487,330.00	(181,919.96)	804,364.35
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	0.00	1,100,000.00	(1,396,694.04)	296,694.04	0.00
Total Other Financing Sources (Uses)	0.00	1,100,000.00	(1,396,694.04)	296,694.04	0.00
NET CHANGE IN FUND BALANCE	$ (257,359.21)	$(1,143,686.48)	$ 2,090,635.96	$ 114,774.08	$ 804,364.35

See accountant's compilation report.

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE ONE MONTH ENDED JULY 31, 2013

	General Operating Fund	Capital Projects: Loop Project Fund	Capital Projects: Vehicle Registration Fund	Debt Service Fund	Total Combined
REVENUES:					
Vehicle Registration Fees	$ 0.00	$ 0.00	$ 466,630.00	$ 0.00	$ 466,630.00
Total Revenues	0.00	0.00	466,630.00	0.00	466,630.00
EXPENDITURES:					
Administrative	37,784.54	0.00	0.00	0.00	37,784.54
Accounting Fees	850.00	0.00	0.00	0.00	850.00
Consulting & Engineering	0.00	529,913.81	0.00	0.00	529,913.81
Interest Expense	0.00	1,416.67	0.00	0.00	1,416.67
Legal & Professional	110.00	4,340.00	0.00	0.00	4,450.00
Loop Project	0.00	35,770.27	0.00	0.00	35,770.27
Rental Expense	1,330.02	0.00	0.00	0.00	1,330.02
Total Expenditures	40,074.56	571,440.75	0.00	0.00	611,515.31
NET REVENUES	(40,074.56)	(571,440.75)	466,630.00	0.00	(144,885.31)
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	0.00	(600,000.00)	(600,000.00)	0.00	0.00
Total Other Financing Sources (Uses)	0.00	(600,000.00)	(600,000.00)	0.00	0.00
NET CHANGE IN FUND BALANCE	(40,074.56)	(1,171,440.75)	(133,370.00)	0.00	(144,885.31)

See accountant's compilation report

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
11010.000 FNB-General Operating				320,940.96			
07/22/13	1		Cash Disbursements		(45,114.56)		
07/22/13	1		Cash Disbursements		(110.00)		
07/22/13	2.1		Reimbursement to General Acct from Loop		52,685.20		
07/24/13	2.4		July Debits for General Account		(173,602.23)		
				July	(166,141.59)	154,799.37	
					(166,141.59)		154,799.37
11120.000 Due from LRGVDC				(1,027.86)			
					0.00		(1,027.86)
11140.000 Interfund Receivables				231,900.63			
07/31/13	7.7	J	To record interfund accounts for July allocations		44,772.31		
				July	44,772.31	276,672.94	
					44,772.31		276,672.94
11200.000 Equipment				3,394.72			
					0.00		3,394.72
11210.000 Furniture & Fixtures				3,425.84			
					0.00		3,425.84
11220.000 Computer equipment/software				3,185.33			
					0.00		3,185.33
11230.000 Accumulated Depreciation				(1,376.25)			
					0.00		(1,376.25)
12135.000 Interfund Payables				(187.20)			
					0.00		(187.20)
12140.000 Note Payable-Hidalgo Co				(200,000.00)			
					0.00		(200,000.00)
14000.000 Fund Balance				(5,280,575.40)			
					0.00		(5,280,575.40)
16070.000 Administrative				0.00			
07/22/13	10529	V	Celia Gaona		3,600.00		
				July	3,600.00	3,600.00	
					3,600.00		3,600.00
16100.000 Dues & Subscriptions				50,640.00			
07/22/13	10538	V	Rio Grande Valley Partnership		5,000.00		
				July	5,000.00	55,640.00	

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
16100.000 Dues & Subscriptions (cont.)							
					5,000.00		55,640.00
16110.000 Postage & Delivery				649.00			
					0.00		649.00
16200.000 MPO Wages & Benefits				112,203.62			
07/22/13	10530	V	City of McAllen		9,906.27		
07/22/13	10531	V	City of McAllen		10,858.60		
07/22/13	10532	V	City of McAllen		238.00		
07/22/13	10533	V	City of McAllen		9,724.56		
07/22/13	10534	V	City of McAllen		281.65		
				July	31,009.08	143,212.70	
					31,009.08		143,212.70
16220.000 Insurance & Bonding				800.00			
					0.00		800.00
16600.000 Travel				6,223.45			
07/22/13	10528	V	A Fast Delivery		94.75		
				July	94.75	6,318.20	
					94.75		6,318.20
16620.000 Printing & Publications				2,987.72			
					0.00		2,987.72
17000.000 Wages				879.44			
					0.00		879.44
17030.000 Bank Service Charges				24.00			
					0.00		24.00
17050.000 Accounting Fees				7,075.00			
07/22/13	10539	V	Salinas Allen & Schmitt		850.00		
				July	850.00	7,925.00	
					850.00		7,925.00
17100.000 Legal & Professional				4,011.76			
07/22/13	100	V	Tuggey Fernandez, LLP		110.00		
				July	110.00	4,121.76	
					110.00		4,121.76
17120.000 Financial Consulting Fees				10,000.00			
					0.00		10,000.00

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
17140.000 Office Supplies				720.46			
					0.00		720.46
17150.000 Rental Expense				7,980.12			
07/22/13	10535	V	City of Pharr		1,000.00		
07/22/13	10540	V	Wells Fargo		330.02		
				July	1,330.02	9,310.14	
					1,330.02		9,310.14
17210.000 Utilities				1,107.84			
07/22/13	10537	V	Pena Designs		150.00		
				July	150.00	1,257.84	
					150.00		1,257.84
17310.000 Miscellaneous				8,090.08			
07/22/13	10536	V	First National Bank		3,080.71		
				July	3,080.71	11,170.79	
					3,080.71		11,170.79
21020.000 FNB-Loop Project				109,255.37			
07/22/13	1		Cash Disbursements		(333,926.80)		
07/22/13	1		Cash Disbursements		(236,097.28)		
07/23/13	1		Cash Disbursements		(52,685.20)		
07/24/13	36		Transfer from General Acct		173,602.23		
07/24/13	36		Transfer from Vehical Registration		600,000.00		
				July	150,892.95	260,148.32	
					150,892.95		260,148.32
21150.000 Debt Issuance Cost				112,421.24			
					0.00		112,421.24
21180.000 Loop Project				31,288,752.98			
					0.00		31,288,752.98
22135.000 Interfund Payables				(231,900.63)			
07/31/13	7.7	J	To record interfund accounts for July allocations		(44,772.31)		
				July	(44,772.31)	(276,672.94)	
					(44,772.31)		(276,672.94)
22145.000 Accrued Expenses				0.00			
					0.00		0.00
22146.000 Accrued Interest				(105,489.12)			
07/31/13	7.3	J	To accrue interest on Hidalgo Co. Note		(1,416.67)		
				July	(1,416.67)	(106,905.79)	

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
22146.000 Accrued Interest (cont.)							
					(1,416.67)		(106,905.79)
22150.000 Note Payable - FNB				(11,198,163.34)			
07/31/13	7.4	J	To reclassify principal portion of FNB note payment made in July		148,347.02		
				July	148,347.02	(11,049,816.32)	
					148,347.02		(11,049,816.32)
23000.000 Bank Transfers				(500,000.00)			
07/22/13	2.1		Reimbursement to General Acct from Loop		(52,685.20)		
07/23/13	10487	V	HCRMA		52,685.20		
07/24/13	2.4		July Debits for General Account		173,602.23		
07/24/13	36		Transfer from General Acct		(173,602.23)		
07/24/13	36		Transfer from Vehical Registration		(600,000.00)		
				July	(600,000.00)	(1,100,000.00)	
					(600,000.00)		(1,100,000.00)
24000.000 Fund Balance				(15,165,931.74)			
					0.00		(15,165,931.74)
26600.000 Travel				86.69			
					0.00		86.69
27100.000 Legal & Professional				18,707.46			
07/22/13	103	V	Tuggey Fernandez, LLP		2,090.00		
07/22/13	10483	V	DANIEL G. RIOS		2,250.00		
				July	4,340.00	23,047.46	
					4,340.00		23,047.46
27110.000 Loop Project				0.00			
07/22/13	101	V	S&B Infrastructure, LTD		35,770.27		
				July	35,770.27	35,770.27	
					35,770.27		35,770.27
27210.000 Utilities				10.81			
					0.00		10.81
27320.000 Interest Expense				8,500.02			
07/31/13	7.3	J	To accrue interest on Hidalgo Co. Note		1,416.67		
				July	1,416.67	9,916.69	
					1,416.67		9,916.69
28000.000 Consulting & Engineering				1,644,951.56			
07/22/13	102	V	Atkins- IBTC		8,868.00		

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
28000.000 Consulting & Engineering (cont.)							
07/22/13	104	V	Dannenbaum		287,198.53		
07/22/13	10484	V	L&G Consulting Engineers, Inc		83,515.15		
07/22/13	10485	V	Quintanilla, Headley & Associates		49,953.75		
07/22/13	10486	V	TEDSI Infrastructure Gropu, Inc.		100,378.38		
				July	529,913.81	2,174,865.37	
					529,913.81		2,174,865.37
31030.000 FNB-Vehicle Registration				3,925,347.42			
07/23/13	1		Cash Disbursements		(148,347.02)		
07/25/13	36		Deposit		416,730.00		
07/31/13	2.3		Vehicle Registration Debits for July		(600,021.62)		
				July	(331,638.64)	3,593,708.78	
					(331,638.64)		3,593,708.78
31130.000 Accounts Receivable - VR Fees				416,730.00			
07/31/13	7.1	J	To reverse VR fees accrued in June		(416,730.00)		
07/31/13	7.2	J	To accrue VR fees for July		466,630.00		
				July	49,900.00	466,630.00	
					49,900.00		466,630.00
31140.000 Interfund Receivables				187.20			
					0.00		187.20
33000.000 Bank Transfers				796,694.04			
07/22/13	2.2		Transfer from Vehicle to Debt		(148,347.02)		
07/23/13	10091	V	HCRMA		148,347.02		
07/31/13	2.3		07/24 Transfer to Loop		600,000.00		
				July	600,000.00	1,396,694.04	
					600,000.00		1,396,694.04
34000.000 Fund Balance				(535,892.02)			
					0.00		(535,892.02)
35040.000 Vehicle Registration Fees				(3,020,700.00)			
07/25/13	36		Deposit		(416,730.00)		
07/31/13	7.1	J	To reverse VR fees accrued in June		416,730.00		
07/31/13	7.2	J	To accrue VR fees for July		(466,630.00)		
				July	(466,630.00)	(3,487,330.00)	
					(466,630.00)		(3,487,330.00)
37140.000 Office Supplies				40.81			
07/31/13	2.3		07/01 Debit Best Buy		10.81		
07/31/13	2.3		07/30 Debit Best Buy		10.81		
				July	21.62	62.43	
					21.62		62.43

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
37220.000 Telephone				30.00			
					0.00		30.00
41040.000 FNB- Debt Service Account				152,763.00			
07/22/13	1		Cash Disbursements		(148,347.02)		
07/22/13	2.2		Transfer from Vehicle to Debt		148,347.02		
				July	0.00	152,763.00	
					0.00		152,763.00
43000.000 Bank Transfers				(296,694.04)			
					0.00		(296,694.04)
44000.000 Fund Balance				(2,894,700.93)			
					0.00		(2,894,700.93)
47320.000 Interest Expense				181,919.96			
07/22/13	10055	V	First National Bank		148,347.02		
07/31/13	7.4	J	To reclassify principal portion of FNB note payment made in July		(148,347.02)		
				July	0.00	181,919.96	
					0.00		181,919.96

Range of Periods Specified:

Total Profit/(Loss) (150,056.93)

Number of Transactions 58

The General Ledger is in balance 0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

General Operating Fund Account	T	Account Description	7 Months Ended Jul 31, 2013
11010.000	A	FNB-General Operating	154,799.37
11020.000	A	FNB-Loop Project	0.00
11030.000	A	FNB-Vehicle Registration	0.00
11040.000	A	FNB- Debt Service Account	0.00
11100.000	A	Returned Checks	0.00
11120.000	A	Due from LRGVDC	(1,027.86)
11130.000	A	Accounts Receivable - VR Fees	0.00
11140.000	A	Interfund Receivables	276,672.94
11180.000	A	Loop Project	0.00
11190.000	A	Land	0.00
11200.000	A	Equipment	3,394.72
11210.000	A	Furniture & Fixtures	3,425.84
11220.000	A	Computer equipment/software	3,185.33
11230.000	A	Accumulated Depreciation	(1,376.25)
12120.000	L	FICA & WH Payable	0.00
12130.000	L	FUTA Tax Payable	0.00
12135.000	L	Interfund Payables	(187.20)
12140.000	L	Note Payable-Hidalgo Co	(200,000.00)
12145.000	L	Accrued Expenses	0.00
12146.000	L	Accrued Interest	0.00
12150.000	L	Note Payable - FNB	0.00
13000.000	R	Bank Transfers	0.00
14000.000	L	Fund Balance	(5,280,575.40)
15000.000	R	Local Contributions-Special	0.00
15010.000	R	Local Contributions	0.00
15020.000	R	Local Contribution Loan	0.00
15030.000	R	FNB Line of Credit	0.00
15040.000	R	Vehicle Registration Fees	0.00
15050.000	R	Revenue 6	0.00
15060.000	R	Interest Income	0.00
16070.000	E	Administrative	3,600.00
16080.000	E	Construction	0.00
16100.000	E	Dues & Subscriptions	55,640.00
16110.000	E	Postage & Delivery	649.00
16120.000	E	MPO Indirect Costs	0.00
16200.000	E	MPO Wages & Benefits	143,212.70
16210.000	E	Insurance-Health	0.00
16220.000	E	Insurance & Bonding	800.00
16300.000	E	Meals & Entertainment	0.00
16400.000	E	Advertising	0.00
16500.000	E	Training	0.00
16600.000	E	Travel	6,318.20
16610.000	E	Travel- Out of Region/State	0.00
16620.000	E	Printing & Publications	2,987.72
17000.000	E	Wages	879.44
17030.000	E	Bank Service Charges	24.00
17050.000	E	Accounting Fees	7,925.00
17100.000	E	Legal & Professional	4,121.76
17110.000	E	Loop Project	0.00
17120.000	E	Financial Consulting Fees	10,000.00
17130.000	E	Loan Advance Fees	0.00
17140.000	E	Office Supplies	720.46
17150.000	E	Rental Expense	9,310.14
17170.000	E	Repairs & Maintenance	0.00
17180.000	E	Permits & License	0.00
17190.000	E	Depreciation	0.00
17210.000	E	Utilities	1,257.84
17220.000	E	Telephone	0.00
17250.000	E	Payroll Taxes	0.00
17260.000	E	Property Taxes	0.00
17270.000	E	Penalty Fees	0.00
17310.000	E	Miscellaneous	11,170.79
17320.000	E	Interest Expense	0.00
17360.000	E	Suspense	0.00
18000.000	E	Consulting & Engineering	0.00
19990.000	E	Undistributed	0.00
		Total	(4,783,071.46)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

General Operating Fund Account	T	Account Description	7 Months Ended Jul 31, 2013
		Period Profit/(Loss)	(258,617.05)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

Loop Project Fund Account	T	Account Description	7 Months Ended Jul 31, 2013
21010.000	A	FNB-General Operating	0.00
21020.000	A	FNB-Loop Project	260,148.32
21030.000	A	FNB-Vehicle Registration	0.00
21040.000	A	FNB- Debt Service Account	0.00
21100.000	A	Returned Checks	0.00
21120.000	A	Due from LRGVDC	0.00
21130.000	A	Accounts Receivable - VR Fees	0.00
21140.000	A	Interfund Receivables	0.00
21150.000	A	Debt Issuance Cost	112,421.24
21180.000	A	Loop Project	31,288,752.98
21190.000	A	Land	0.00
21200.000	A	Equipment	0.00
21210.000	A	Furniture & Fixtures	0.00
21220.000	A	Computer equipment/software	0.00
21230.000	A	Accumulated Depreciation	0.00
22120.000	L	FICA & WH Payable	0.00
22130.000	L	FUTA Tax Payable	0.00
22135.000	L	Interfund Payables	(276,672.94)
22140.000	L	Note Payable-Hidalgo Co	0.00
22145.000	L	Accrued Expenses	0.00
22146.000	L	Accrued Interest	(106,905.79)
22150.000	L	Note Payable - FNB	(11,049,816.32)
23000.000	R	Bank Transfers	(1,100,000.00)
24000.000	L	Fund Balance	(15,165,931.74)
25000.000	R	Local Contributions-Special	0.00
25010.000	R	Local Contributions	0.00
25020.000	R	Local Contribution Loan	0.00
25030.000	R	FNB Line of Credit	0.00
25040.000	R	Vehicle Registration Fees	0.00
25050.000	R	Revenue 6	0.00
25060.000	R	Interest Income	0.00
26070.000	E	Administrative	0.00
26080.000	E	Construction	0.00
26100.000	E	Dues & Subscriptions	0.00
26110.000	E	Postage & Delivery	0.00
26120.000	E	MPO Indirect Costs	0.00
26200.000	E	MPO Wages & Benefits	0.00
26210.000	E	Insurance-Health	0.00
26220.000	E	Insurance & Bonding	0.00
26300.000	E	Meals & Entertainment	0.00
26400.000	E	Advertising	0.00
26500.000	E	Training	0.00
26600.000	E	Travel	86.69
26610.000	E	Travel- Out of Region/State	0.00
26620.000	E	Printing & Publications	0.00
27000.000	E	Wages	0.00
27030.000	E	Bank Service Charges	0.00
27050.000	E	Accounting Fees	0.00
27100.000	E	Legal & Professional	23,047.46
27110.000	E	Loop Project	35,770.27
27120.000	E	Financial Consulting Fees	0.00
27130.000	E	Loan Advance Fees	0.00
27140.000	E	Office Supplies	0.00
27150.000	E	Rental Expense	0.00
27170.000	E	Repairs & Maintenance	0.00
27180.000	E	Permits & License	0.00
27190.000	E	Depreciation	0.00
27195.000	E	Amortization Expense	0.00
27210.000	E	Utilities	10.81
27220.000	E	Telephone	0.00
27250.000	E	Payroll Taxes	0.00
27260.000	E	Property Taxes	0.00
27270.000	E	Penalty Fees	0.00
27310.000	E	Miscellaneous	0.00
27320.000	E	Interest Expense	9,916.69
27360.000	E	Suspense	0.00
28000.000	E	Consulting & Engineering	2,174,865.37
29990.000	E	Undistributed	0.00
		Total	6,205,693.04

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

Loop Project Fund Account	T	Account Description	7 Months Ended Jul 31, 2013
		Period Profit/(Loss)	(1,143,697.29)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

Vehicle Registration Fund

Account	T	Account Description	7 Months Ended Jul 31, 2013
31010.000	A	FNB-General Operating	0.00
31020.000	A	FNB-Loop Project	0.00
31030.000	A	FNB-Vehicle Registration	3,593,708.78
31040.000	A	FNB- Vehicle Registration U.S T-Bill	0.00
31100.000	A	Returned Checks	0.00
31120.000	A	Due from LRGVDC	0.00
31130.000	A	Accounts Receivable - VR Fees	466,630.00
31140.000	A	Interfund Receivables	187.20
31180.000	A	Loop Project	0.00
31190.000	A	Land	0.00
31200.000	A	Equipment	0.00
31210.000	A	Furniture & Fixtures	0.00
31220.000	A	Computer equipment/software	0.00
31230.000	A	Accumulated Depreciation	0.00
32120.000	L	FICA & WH Payable	0.00
32130.000	L	FUTA Tax Payable	0.00
32135.000	L	Interfund Payables	0.00
32140.000	L	Note Payable-Hidalgo Co	0.00
32145.000	L	Accrued Expenses	0.00
32146.000	L	Accrued Interest	0.00
32150.000	L	Note Payable - FNB	0.00
33000.000	R	Bank Transfers	1,396,694.04
34000.000	L	Fund Balance	(535,892.02)
35000.000	R	Local Contributions-Special	0.00
35010.000	R	Local Contributions	0.00
35020.000	R	Local Contribution Loan	0.00
35030.000	R	FNB Line of Credit	0.00
35040.000	R	Vehicle Registration Fees	(3,487,330.00)
35050.000	R	Revenue 6	0.00
35060.000	R	Interest Income	0.00
36070.000	E	Administrative	0.00
36080.000	E	Construction	0.00
36100.000	E	Dues & Subscriptions	0.00
36110.000	E	Postage & Delivery	0.00
36120.000	E	MPO Indirect Costs	0.00
36200.000	E	MPO Wages & Benefits	0.00
36210.000	E	Insurance-Health	0.00
36220.000	E	Insurance & Bonding	0.00
36300.000	E	Meals & Entertainment	0.00
36400.000	E	Advertising	0.00
36500.000	E	Training	0.00
36600.000	E	Travel	0.00
36610.000	E	Travel- Out of Region/State	0.00
36620.000	E	Printing & Publications	0.00
37000.000	E	Wages	0.00
37030.000	E	Bank Service Charges	0.00
37050.000	E	Accounting Fees	0.00
37100.000	E	Legal & Professional	0.00
37110.000	E	Loop Project	0.00
37120.000	E	Financial Consulting Fees	0.00
37130.000	E	Loan Advance Fees	0.00
37140.000	E	Office Supplies	62.43
37150.000	E	Rental Expense	0.00
37170.000	E	Repairs & Maintenance	0.00
37180.000	E	Permits & License	0.00
37190.000	E	Depreciation	0.00
37210.000	E	Utilities	0.00
37220.000	E	Telephone	30.00
37250.000	E	Payroll Taxes	0.00
37260.000	E	Property Taxes	0.00
37270.000	E	Penalty Fees	0.00
37310.000	E	Miscellaneous	0.00
37320.000	E	Interest Expense	0.00
37360.000	E	Suspense	0.00
38000.000	E	Consulting & Engineering	0.00
39990.000	E	Undistributed	0.00
		Total	1,434,090.43

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

Vehicle Registration Fund

Account	T	Account Description	7 Months Ended Jul 31, 2013
		Period Profit/(Loss)	2,090,543.53

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

Debt Service Fund Account	T	Account Description	7 Months Ended Jul 31, 2013
41010.000	A	FNB-General Operating	0.00
41020.000	A	FNB-Loop Project	0.00
41030.000	A	FNB-Vehicle Registration	0.00
41040.000	A	FNB- Debt Service Account	152,763.00
41100.000	A	Returned Checks	0.00
41120.000	A	Due from LRGVDC	0.00
41130.000	A	Accounts Receivable - VR Fees	0.00
41140.000	A	Interfund Receivables	0.00
41180.000	A	Loop Project	0.00
41190.000	A	Land	0.00
41200.000	A	Equipment	0.00
41210.000	A	Furniture & Fixtures	0.00
41220.000	A	Computer equipment/software	0.00
41230.000	A	Accumulated Depreciation	0.00
42120.000	L	FICA & WH Payable	0.00
42130.000	L	FUTA Tax Payable	0.00
42135.000	L	Interfund Payables	0.00
42140.000	L	Note Payable-Hidalgo Co	0.00
42145.000	L	Accrued Expenses	0.00
42146.000	L	Accrued Interest	0.00
42150.000	L	Note Payable - FNB	0.00
43000.000	R	Bank Transfers	(296,694.04)
44000.000	L	Fund Balance	(2,894,700.93)
45000.000	R	Local Contributions-Special	0.00
45010.000	R	Local Contributions	0.00
45020.000	R	Local Contribution Loan	0.00
45030.000	R	FNB Line of Credit	0.00
45040.000	R	Vehicle Registration Fees	0.00
45050.000	R	Revenue 6	0.00
45060.000	R	Interest Income	0.00
46070.000	E	Administrative	0.00
46080.000	E	Construction	0.00
46100.000	E	Dues & Subscriptions	0.00
46110.000	E	Postage & Delivery	0.00
46120.000	E	MPO Indirect Costs	0.00
46200.000	E	MPO Wages & Benefits	0.00
46210.000	E	Insurance-Health	0.00
46220.000	E	Insurance & Bonding	0.00
46300.000	E	Meals & Entertainment	0.00
46400.000	E	Advertising	0.00
46500.000	E	Training	0.00
46600.000	E	Travel	0.00
46610.000	E	Travel- Out of Region/State	0.00
46620.000	E	Printing & Publications	0.00
47000.000	E	Wages	0.00
47030.000	E	Bank Service Charges	0.00
47050.000	E	Accounting Fees	0.00
47100.000	E	Legal & Professional	0.00
47110.000	E	Loop Project	0.00
47120.000	E	Financial Consulting Fees	0.00
47130.000	E	Loan Advance Fees	0.00
47140.000	E	Office Supplies	0.00
47150.000	E	Rental Expense	0.00
47170.000	E	Repairs & Maintenance	0.00
47180.000	E	Permits & License	0.00
47190.000	E	Depreciation	0.00
47210.000	E	Utilities	0.00
47220.000	E	Telephone	0.00
47250.000	E	Payroll Taxes	0.00
47260.000	E	Property Taxes	0.00
47270.000	E	Penalty Fees	0.00
47310.000	E	Miscellaneous	0.00
47320.000	E	Interest Expense	181,919.96
47360.000	E	Suspense	0.00
48000.000	E	Consulting & Engineering	0.00
49990.000	E	Undistributed	0.00
		Total	(2,856,712.01)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
July 2013 Trial Balance (Cash Basis)

Debt Service Fund Account	T	Account Description	7 Months Ended Jul 31, 2013
		Period Profit/(Loss)	114,774.08

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
VENDOR ACTIVITY REPORT JULY 2013

Date	Reference	Account	Amount	Reference Total	Period Total
		A Fast Delivery			
07/22/13	10528	16600.000	94.75	94.75	94.75
				Transaction Total	94.75
		Atkins- IBTC			
07/22/13	102	28000.000	8,868.00	8,868.00	8,868.00
				Transaction Total	8,868.00
		Celia Gaona			
07/22/13	10529	16070.000	3,600.00	3,600.00	3,600.00
				Transaction Total	3,600.00
		City of McAllen			
07/22/13	10530	16200.000	9,906.27	9,906.27	
07/22/13	10531	16200.000	10,858.60	10,858.60	
07/22/13	10532	16200.000	238.00	238.00	
07/22/13	10533	16200.000	9,724.56	9,724.56	
07/22/13	10534	16200.000	281.65	281.65	31,009.08
				Transaction Total	31,009.08
		City of Pharr			
07/22/13	10535	17150.000	1,000.00	1,000.00	1,000.00
				Transaction Total	1,000.00
		DANIEL G. RIOS			
07/22/13	10483	27100.000	2,250.00	2,250.00	2,250.00
				Transaction Total	2,250.00
		Dannenbaum			
07/22/13	104	28000.000	287,198.53	287,198.53	287,198.53
				Transaction Total	287,198.53
		First National Bank			
07/22/13	10055	47320.000	148,347.02	148,347.02	
07/22/13	10536	17310.000	3,080.71	3,080.71	151,427.73
				Transaction Total	151,427.73

Date	Reference	Account	Amount	Reference Total	Period Total
		HCRMA			
07/23/13	10091	33000.000	148,347.02	148,347.02	
07/23/13	10487	23000.000	52,685.20	52,685.20	201,032.22
				Transaction Total	201,032.22
		L&G Consulting Engineers, Inc			
07/22/13	10484	28000.000	83,515.15	83,515.15	83,515.15
				Transaction Total	83,515.15
		Pena Designs			
07/22/13	10537	17210.000	150.00	150.00	150.00
				Transaction Total	150.00
		Quintanilla, Headley & Associates			
07/22/13	10485	28000.000	49,953.75	49,953.75	49,953.75
				Transaction Total	49,953.75
		Rio Grande Valley Partnership			
07/22/13	10538	16100.000	5,000.00	5,000.00	5,000.00
				Transaction Total	5,000.00
		S&B Infrastructure, LTD			
07/22/13	101	27110.000	35,770.27	35,770.27	35,770.27
				Transaction Total	35,770.27
		Salinas Allen & Schmitt			
07/22/13	10539	17050.000	850.00	850.00	850.00
				Transaction Total	850.00
		TEDSI Infrastructure Gropu, Inc.			
07/22/13	10486	28000.000	100,378.38	100,378.38	100,378.38
				Transaction Total	100,378.38

Date	Reference	Account	Amount	Reference Total	Period Total
		Tuggey Fernandez, LLP			
07/22/13	100	17100.000	110.00	110.00	
07/22/13	103	27100.000	2,090.00	2,090.00	2,200.00
				Transaction Total	2,200.00
		Wells Fargo			
07/22/13	10540	17150.000	330.02	330.02	330.02
				Transaction Total	330.02

Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2013-39 – ANNUAL REVIEW OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY ADOPTED MAY 16, 2012**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Annual review of HCRMA Investment Policy as required by Public Fund Investment Act. No changes are proposed at this time.

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

4. Budgeted: ___Yes X No ___N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve Resolution 2013-39 – Annual Review of the Hidalgo County Regional Mobility Authority Investment Policy Adopted May 16, 2012 as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: **X** Approved ___Disapproved ___None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Jerry Dale, CPA, CGFO, Chief Financial Officer

Date: September 10, 2013

Re: **Annual Review of Investment Policy Required by the Public Funds Investment Act and the HCRMA Investment Policy**

Background
The Public Funds Investment Act (PFIA) requires that a public entity perform an annual review of it investment policy and adopt a resolution stating that it has performed the review, noting any changes. The resolution is to be adopted even if there are no changes. The last review was done on May 16, 2012. The last legislative session made no substantial changes to the PFIA and therefore, it is not necessary to reflect statutory changes in the HCRMA Investment Policy.

Goal
The goal of the HCRMA Investment Policy is safety, liquidity and yield—in that order as well and insodoing comply with the PFIA, as it may change from time to time.

Options
The Board could chose to consider any change it deems appropriate.

Recommendation
Based on review by this office, **approval of Resolution 2013-39 adopting the Investment Policy, noting that the required annual review has been performed without any changes to the existing one, which was effective May 16, 2012, is recommended.**

A copy of the resolution is also attached.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2013-30

RESOLUTION APPROVING THE ANNUAL REVIEW OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY ADOPTED ON MAY 16, 2012

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

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

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

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

WHEREAS, the Public Fund Investment Act requires an annual review of the Authority's Investment Policy; and

WHEREAS, the Board of Directors has reviewed the Authority's Investment Policy and deem that no revisions are necessary as part of the annual review or due to statutory requirements;

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

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

Section 2. The Board deems that no revisions are required of the Authority's Investment Policy as part of the annual review or due to statutory requirements.

****

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 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

INVESTMENT POLICY

ADOPTED May 16, 2012

Investment Policy

I. Scope

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

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

II. General Objectives

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

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

    a. **Credit Risk** Hidalgo County RMA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
        - Limiting investments to the safest types of securities and the highest credit quality investment counterparts
        - Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which Hidalgo County RMA will do business
        - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

    b. **Interest Rate Risk** Hidalgo County RMA will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
        - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
        - Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

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

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

III. Standards of Care

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

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

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

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

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

IV. Financial Dealers and Institutions

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

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

   - Audited financial statements
   - Proof of National Association of Securities Dealers (NASD) certification, as appropriate
   - Proof of state registration, as appropriate
   - Completed broker/dealer questionnaire, as appropriate
   - Certification of having read and understood the Hidalgo County RMA investment policy.

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

   From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and

should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

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

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

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

3. **Delivery vs. Payment** All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

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

<u>Obligations of or Guaranteed by Governmental Entities</u>

(a) Obligations of the United States or its agencies and instrumentalities.

(b) Direct obligations of the State of Texas or its agencies and Instrumentalities.

(c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

(d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

(e) Certificates of Deposit and Share Certificates

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

(f) Repurchase Agreements

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

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 180 days after the date the reverse security repurchase agreement is delivered. Money received by the Authority under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The Authority requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Bond Market Association.

(g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 270 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total Authority's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

(h) Commercial Paper

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

(i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the Authority with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 90 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission; (2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

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

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

(j) Investment Pools

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

(1) The types of investments in which money is allowed to be invested.

(2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.

(3) The maximum stated maturity date any investment security within the portfolio has.

(4) The objectives of the pool.

(5) The size of the pool.

(6) The names of the members of the advisory board of the pool and the dates their terms expire.

(7) The custodian bank that will safe keep the pool's assets.

(8) Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation.

(9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.

(10) The name and address of the independent auditor of the pool.

(11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

(12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

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

(1) The types and percentage breakdown of securities in which the pool has invested.

(2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.

(3) The current percentage of the pool’s portfolio in investments that have stated maturities of more than one year.

(4) The book value versus the market vale of the pool’s portfolio, using amortized cost valuation.

(5) The size of the pool.

(6) The number of participants in the pool.

(7) The custodian bank that is safekeeping the assets of the pool.

(8) A listing of daily transaction activity of the Authority in the pool.

(9) The yield and expense ratio of the pool.

(10) The portfolio managers of the pool.

(11) Any changes or addenda to the offering circular.

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

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

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

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

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

(2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(k) Guaranteed Investment Contracts

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

(1) Has a defined termination date;

(2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at

least equal to the amount of bond proceeds invested under the contract;

(3) Is pledged to the Authority and deposited with the Authority or with a third party selected and approved by the Authority; and

(4) Meets the following requirements:

a) The Board of Directors of the Authority must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

b) The Authority must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

c) The Authority must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

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

VI. Investment Parameters

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

2. **Maximum Maturities** To the extent possible, Hidalgo County RMA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Hidalgo County RMA will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. Hidalgo County RMA shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

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

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

VII. Reporting

1. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow Hidalgo County RMA to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:
   - Listing of individual securities held at the end of the reporting period.
   - Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
   - Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
   - Listing of investment by maturity date.
   - Percentage of the total portfolio which each type of investment represents.

2. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

3. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

VIII. Policy Considerations

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

2. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

IX. List of Attachments

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2013 -30 – RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED $63,000,000; APPROVAL AND DESIGNATION OF PRICING COMMITTEE TO DETERMINE INTEREST RATES, MATURITY DATE, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; APPROVING THE PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT MATTERS INCIDENT THERETO**

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

   Approval of the issuance, parameters and related documents for 2013 Vehicle Registration Fee Bonds for long term debt to construct transportations projects in Hidalgo County. The Transportation Project and Pledge Agreement was approved by the Hidalgo County Commissioners Court on July 9, 2013 and the HCRMA Board of Directors on August 21, 2013. Additionally, the HCRMA Board of Director approved the schedule for the issuance of these bonds on September 4, 2013.

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

4. Budgeted: ___ Yes ___ No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2013 - 30 – Resolution Authorizing the issuance of one or more series of Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds in an amount not to exceed $63,000,000 and related parameters and documents as presented.**

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

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

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

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

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of Issuance of 2013 Vehicle Registration Fee Revenue Bond**

Background

At the July 9, 2013 regular meeting, the Hidalgo County Commissioners Court approved the Transportation Project & Pledge Agreement, which authorizes the Hidalgo County Regional Mobility Authority (HCRMA) to pledge the Vehicle Registration Fee for long term debt to develop and construct transportation projects in the County. Subsequently, the HCRMA Board of Directors approved the Transportation Project & Pledge Agreement on August 21, 2013.

On September 4, 2013, the HCRMA Board of Directors approved the schedule for issuance of the 2013 HCRMA Vehicle Registration Fee Bond, which anticipates close of the sale in November 2013.

Goal

With approval of the schedule to pledge the Vehicle Registration Fee for long term debt (i.e. bonds) for advance project development and construction of the State Highway 365 and International Bridge Trade Corridor (IBTC) Projects, the Board of Directors need to consider the following matters related to the sale of the 2013 Vehicle Registration Fee Revenue Bonds:

- Selection of Trustee
- Selection of Underwriting Syndicate
- Preliminary Official Statement
- Financing Parameters / Pricing Committee
- Bond Documents (Resolution, Trust Indenture (Master & Supplemental), Bond Purchase Agreement, Paying Agent/Registrar Agreement)

Options

The Board of Directors could chose to consider any changes it deems appropriate or disapprove the issuance of the bond.

Recommendation

Based on review by this office, **approval of Resolution 2013-30 is recommended.**

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

RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED $63,000,000; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; APPROVING THE PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

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RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED $63,000,000; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; APPROVING THE PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

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

ARTICLE I

RECITALS

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

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

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

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

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

WHEREAS, the Authorizing Law requires that the County remit the Vehicle Registration Fee to the Authority to fund long-term transportation projects in the County (the "Project"); and

WHEREAS, the County has adopted and the Authority has adopted that certain Transportation Project and Pledge Agreement by and between the County and the Authority,

dated as of July 24, 2013, as amended (the "Agreement"), which pledges the Vehicle Registration Fees toward payment of the Bonds issued for the Projects; and

WHEREAS, Section 502.402, Texas Transportation Code, as amended, authorizes the County to remit the Vehicle Registration Fees to the Authority, and pursuant to the Agreement the Authority has agreed to use such Vehicle Registration Fees to first be used to pay the principal of, interest on and redemption requirements of the Bonds, the charges and expenses of paying agents, registrars and trustees utilized in connection with the issuance of the Bonds, and all amounts required to establish and maintain the funds to be established under this Indenture and the Resolution; and

WHEREAS, the Authority has authorized financing through a line of credit with First National Bank (the "Line of Credit Provider") in the aggregate principal amount not to exceed $15,000,000 secured by Vehicle Registration Fees (the "Line of Credit" or "Refunded Obligation"); and

WHEREAS, the Authority intends to issue Bonds with a maximum repayment term of no more than 40 years in one or more lawful forms, to refund, defease and cancel the Line of Credit and obtain financing necessary to develop the Project; and

WHEREAS, the Authority desires to approve the Project and Pledge Agreement between the County and the Authority (the "Pledge Agreement"), pursuant to which the County agrees to continue to impose, collect and remit the Vehicle Registration Fee for a period as long as the Bonds are Outstanding; and

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that it is in the Authority's best interest to issue its Senior Lien Vehicle Registration Fee Revenue Bonds and Refunding Bonds (the "Bonds"), in one or more series, in the aggregate principal amount not to exceed $63,000,000; for the purpose of financing the Project (defined herein) and secured by Pledged Revenues (inclusive of the Vehicle Registration Fee) through an Indenture of Trust (the "Indenture") by and between the Authority and [_____] as Trustee (the "Trustee"), dated as of August 1, 2013, all pursuant to the authority provided in Chapter 370, Texas Transportation Code, and Chapters 1201, 1202, 1204, 1207 and 1371, Texas Government Code, and upon the terms and conditions and for the purposes herein provided; and

WHEREAS, Chapter 1207, Texas Government Code authorizes the Authority to issue refunding bonds for the purpose of refunding the Line of Credit, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Line of Credit, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Line of Credit.

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, the Authority may delegate to the Authorized Representative the authority to execute and finalize certain terms in connection with

the issuance of the Bonds authorized by this Resolution, and the Authority desires to delegate to the Authorized Representative such authority as described herein; and

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

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

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

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

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

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

"2013 Senior Lien Rebate Account" shall mean the account by that name established pursuant to Section 5.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

"Annual Filing Date" shall mean the date not later than six months after the end of the Fiscal Year, commencing with the fiscal year ending 2013.

"Annual Financial Information" shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings "Table 1 – Vehicle Registration and Vehicle Registration fee History," "Table 2 – Debt Service Requirements," "Table 3 – Pro Forma Debt Service Coverage," "Table 4 – Condensed Operating Statements of the Authority," "Table 5 – Current Investments" and in Appendix B of the Official Statement.

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

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

"Board" shall mean the Board of Directors of the Authority.

"Bond(s)" shall mean one or more series of senior lien bonds issued by the Authority pursuant to the Indenture and authorized by this Resolution and the Pricing Certificate.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Dated Date" shall mean September 1, 2013.

"Depository" shall mean [_____] or any successor designated as such by the Authority.

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

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

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

"Financial Advisor" shall mean First Southwest Company and any successor firm thereto engaged by the Authority.

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

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

"Initial Bond" shall mean the Initial Bond authorized by Section 3.3 and as approved in final form by the Pricing Certificate.

"Indenture" shall mean the Indenture of Trust, dated as of August 1, 2013, between the Authority and the Trustee.

"Issuance Date" shall mean the date on which each Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Underwriters.

"Interest Payment Date" shall have the meaning as set forth in the Indenture and as further described in the Resolution and the Pricing Certificate.

"Line of Credit" shall mean the Authority's line of credit with the Line of Credit Provider in the aggregate principal amount not to exceed $15,000,000 secured by Vehicle Registration Fees.

"Line of Credit Provider" shall mean First National Bank.

"MSRB" means the Municipal Securities Rulemaking Board. Until such time as the SEC or the MSRB shall determine otherwise, information to be filed with the MSRB pursuant to the Rule will be submitted through the Electronic Municipal Market Access system ("EMMA") maintained by the MSRB and will be accessible at http://www.emma.msrb.org or other such access location as designated by the SEC or the MSRB.

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

"Parity Bonds" shall mean the Senior Lien Bonds and each series of additional Senior Lien Bonds from time to time hereafter issued, but only to the extent such bonds remain Outstanding, and which are authorized pursuant to Article V hereof.

"Pricing Certificate" shall mean the certificate executed by the Pricing Committee, which sets forth the final terms of the Bonds, in the form attached hereto as Exhibit A.

"Pricing Committee" shall mean Dennis Burleson and R. David Guerra, who are authorized to act on behalf of the Authority in selling and delivering the Bonds, with the Secretary of the Board designated as an alternate.

"Principal Installment Payment Date," when used in connection with any Bond, shall mean [September 1] of each year in which principal is scheduled to be paid, and shall commence on [September 1, 2014].

"Project" shall mean the acquisition, construction and maintenance of any Authority project, as approved by the Authority from time to time, and related improvements.

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

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

"Refunded Obligation" shall mean the Authority's Line of Credit.

"Register" or "Bond Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Resolution" or "Bond Resolution" shall mean this Resolution authorizing the issuance of the Bonds, in one or more series and all amendments hereof and supplements hereto.

"Rule" means Rule 15c2-12, as amended from time to time, adopted by the SEC under the Securities Exchange Act of 1934.

"Series 2013 Debt Service Reserve Account" shall mean the account as described in Section 6.3 of the Resolution.

"Series 2013 Project Fund" shall mean the account as described in Section 6.3 of the Resolution.

"SEC" shall mean the United States Securities and Exchange Commission.

"Trustee" shall mean [_____], and its successors in the capacity.

"Underwriters" shall mean [_____], and any other underwriter designated in the bond purchase agreement relating to the Bonds.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed $63,000,000 and shall be known and designated as "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE BONDS AND REVENUE REFUNDING BONDS", issued in one or more series as designated in one or more Pricing Certificates. The Bonds shall be issued for the purpose of (i) paying the Project Costs, (ii) establishing a Debt Service Reserve Fund, (iii) paying Costs of Issuance, and (iv) refunding, defeasing and cancelling the Line of Credit or Refunded Obligation, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date, Interest Payment Dates and Principal Installment Payment Date. The Bonds shall mature not later than September 1, 2043, shall be the dated the Dated Date as set forth in the Pricing Certificate and shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates set forth in the Pricing Certificate from the later of the Issuance Date, as set forth in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable initially as set forth in the Pricing Certificate, and semiannually thereafter on September 1 and March 1 of each year until maturity or earlier redemption. The Principal Installment Payment Date shall be September 1 of each year, commencing [September 1, 2014].

Section 3.3 Initial Bonds, Numbers and Denomination. The Bonds shall be initially issued in the principal amounts, and bearing interest at the rates set forth in the Pricing Certificate, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature, subject to prior redemption in accordance with this Resolution, on September 1 in each of the years and in the amounts set out in the Pricing Certificate. The Initial Bond shall be numbered I-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. IA-1, IB-1) and all other Bonds shall be numbered in sequence beginning with R-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. RA-1, RB-1). Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.4 Selling and Delivering the Bonds. As authorized by Chapter 1371, Texas Government Code, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including, without limitation, the number of series or subseries of Bonds to be issued and the principal amount of each series or subseries, determining the price at which each series or subseries of the Bonds will be sold, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for such series of Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, any mandatory sinking fund redemption provisions for the Bonds, the selection of the Bond Insurer or Reserve Fund Surety Provider, if any, and/or all other matters not expressly provided in this Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(i) the Bonds shall have a true interest cost of not greater than [8.00%];

(ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the aggregate principal amount of the Bonds shall equal an amount sufficient to fund the Project Costs and to refund the Refunded Obligation as set forth in the Pricing Certificate and this Resolution; and

(iv) the Authority shall purchase a bond insurance policy or Reserve Fund Surety Policy only if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be certified in the Pricing Certificate.

Section 3.5 Approval, Registration and Initial Delivery. The Pricing Committee is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Pricing Committee, the Secretary of the Board and other officials and employees of the Authority are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including the printed facsimile signature) as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of the State of Texas and the registration of the initial Bond of each series by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for her) shall be requested to sign manually the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon.

Section 3.6 Execution of the Bonds. (a) The Bonds shall be signed on behalf of the Authority and by the Chairman of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

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

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

(d) On the Issuance Date, one Initial Bond, representing the entire principal amount of all the Bonds, payable in stated installments to the Underwriters, or their designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board of the Authority, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.12.

Section 3.7 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be

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

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

Section 3.8 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.9 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date.

Section 3.10 Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

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

Section 3.11 Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.13 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying

Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in accordance with the Blanket Letter of Representations.

Section 3.14 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

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

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond of like maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal

to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bonds in lieu of which such Bond is delivered.

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

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

Section 3.15 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled by the Paying Agent/Registrar and retained in accordance with the Paying Agent/Registrar's document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Bonds.

Section 3.16 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

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

(1) furnish to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the Authority and the Paying Agent/Registrar.

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

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

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

Section 3.17 Redemption. The Bonds are subject to redemption in the manner provided in the FORM OF BONDS attached as Exhibit A of the Pricing Certificate.

Section 3.18 Notice of Redemption to Owners.

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

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

(c) The Authority reserves the right to give notice of its election or direction to redeem the Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the Authority retains the right to rescind such notice at any time prior to the scheduled redemption date if the Authority delivers a certificate of the Authority to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and

such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owner. If the Bonds (or a portion thereof) are subject to conditional redemption and redemption has been rescinded, the Bonds (or the corresponding portion thereof) shall remain Outstanding.

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

Section 3.19 Payment Upon Redemption.

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

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

Section 3.20 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 3.18 of this Resolution, the Bonds or a portion thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or a portion thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds is presented and surrendered for payment on such date.

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

Section 3.21 Limited Obligations. THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OF PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

ARTICLE IV

FORM OF BONDS

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

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

ARTICLE V

ADDITIONAL BONDS

Section 5.1 Additional Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any Bonds, any Parity Bonds or any obligation), one or more series of Additional Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Bonds and any previously issued Parity Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2 Inferior Lien Bonds. The Authority reserves the right to issue for any lawful purpose, bonds, notes, or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledge Revenues securing the payment of Parity Bonds. Such Inferior Lien Bonds may be further secured by any other source of payment lawfully available for such purposes.

ARTICLE VI

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

Section 6.1 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fee, which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds.

Section 6.2 The Bonds Not Payable from Taxes. The Owners of the Bonds shall never have the right to demand payment of either the principal of or interest on the Bonds out of any funds raised or to be raised by taxation.

Section 6.3 Creation of Additional Funds and Accounts.

(a) Pursuant to Section 4.03 of the Indenture, the Authority hereby establishes a separate account within the Project Fund to be known as the "Series 2013 Project Fund" in order to provide for the efficient administration of the proceeds of the Bonds. The moneys in such fund shall be secured and invested in the manner required by law. The earnings on the investment of the proceeds deposited in the Series 2013 Project Fund shall remain in such fund to accomplish the purposes of the Bonds and be applied as provided in [Article VII] of this Resolution.

(b) Pursuant to Section 4.04 of the Indenture, the Authority hereby establishes a separate account within the Senior Lien Debt Service Reserve Fund to be known as the "Series 2013 Debt Service Reserve Account" in order to satisfy the Reserve Requirement. The proceeds deposited in such accounts are for the benefit of the Owners of the Bonds and are pledged to the payment thereof. Monies contained within the Series 2013 Debt Service Reserve Account that may be in excess of the then calculated Reserve Requirement may be transferred from such account and those excess funds may be applied in a manner consistent with [Article VIII] of this Resolution.

Section 6.4 Flow of Funds.

(a) The Bonds are Senior Lien Bonds that bear interest semiannually. Except as described in (b), the flow of funds established in Section 4.02 of the Indenture shall apply to the Bonds.

(b) As set forth herein, on the Issuance Date, the Authority will transfer available funds in the amount of the Reserve Requirement to the Series 2013 Debt Service Reserve Account. With respect to the Series 2013 Debt Service Reserve Account, to the extent there is any deficiency in such account, the Authority will deposit all amounts required to attain the Reserve Requirement in the same manner as the "Senior Lien Debt Service Reserve Fund" is funded in Section 4.02(c) of the Indenture. At the beginning of any Fiscal Year of the Authority or following any partial redemption and/or defeasance of any portion of the Bonds in any Fiscal Year of the Authority, the Authority may direct its financial advisor to determine the Reserve Requirement based on such redemption and/or defeasance. If the amount in such account exceeds the newly determined Reserve Requirement, the Authority may transfer any excess

amounts from such account and apply those excess funds in a manner consistent with [Article VIII] of this Resolution.

Section 6.5 Defeasance. The Bonds may be defeased in the manner provided in Section 10.01 of the Indenture.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 7.1 Sale. The Bonds are hereby sold and shall be delivered to the Underwriters at a price to be set forth in the Pricing Certificate, all in accordance with the Bond Purchase Agreement, which is hereby approved in a substantially final form attached hereto as Exhibit E and is hereby approved by the Authority, subject to the approval of the Attorney General of Texas and Bond Counsel. The Chairman and other appropriate officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

Section 7.2 Application of Proceeds. Proceeds from the sale of the Bonds (including any other available moneys) shall, promptly upon receipt by the Trustee, be applied as follows:

(a) The Reserve Requirement shall be transferred into the Series 2013 Debt Service Reserve Fund Account;

(b) The Financial Advisor will receive a wire in an amount necessary to pay Costs of Issuance and the Financial Advisor will create an account for the benefit of the Authority and disburse such amounts as authorized by the Authority; and

(c) The Line of Credit Provider shall receive full payment of all principal and interest due on such Line of Credit, and the officers of the Authority are authorized to take such action as required to cause the refunding, defeasance and cancellation of the Line of Credit, as required by Chapter 1207, Texas Government Code; and

(d) The remaining proceeds of the Bonds will be transferred to the Depository for deposit into the Series 2013 Project Fund and used to pay any and all Project Costs. Upon completion of the Project, surplus monies remaining in the Series 2013 Project Fund shall be transferred to the Senior Lien Debt Service Fund.

ARTICLE VIII

FEDERAL TAX COVENANTS

Section 8.1 Federal Income Tax Exclusion.

(a) *General*. The Authority intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury

Regulations (the "Regulations"). The Authority covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations that are applicable to the Bonds. In particular, the Authority covenants and agrees to comply with each requirement of this Section; provided, however, that the Authority will not be required to comply with any particular requirement of this Section if the Authority has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds; (ii) compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code and Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section.

(b) *No Private Use or Payment and No Private Loan Financing*. The Authority covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Authority shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) *No Federal Guarantee*. The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) *No Hedge Bonds*. The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) *No Arbitrage*. The Authority covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Authority shall certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the

Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) *Arbitrage Rebate*. If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f) of the Code), be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issue of the Authority or moneys which do not represent gross proceeds of any bonds of the Authority, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) *Information Reporting*. The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) *Deliberate Actions*. The Authority will not take a deliberate action that causes the Bonds to fail to meet any requirement of the Code regarding the use of bond proceeds after the issuance date of the Bonds unless an appropriate remedial action is permitted by Section 1.142-2(e) of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements with respect to the use of proceeds of the Bonds.

(i) *Record Retention*. The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(j) *Registration*. The Bonds will be issued in registered form.

(k) *Continuing Obligation*. Notwithstanding any other provision of this Resolution, the Authority's obligations under the covenants and provisions of this Section will survive the defeasance and discharge of the Bonds.

Section 8.2 Definitions. When used in this Article, the following terms shall have the meanings given to them below:

(a) "Gross Proceeds" means any Proceeds and Replacement Proceeds.

(b) "Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

(c) "Investment Proceeds" is defined in Section 1.148-1(b) of the Regulations and generally consists of any amounts actually or constructively received from investing Proceeds.

(d) "Issue Price" means "issue price" as defined in Sections 1273 and 1274 of the Code, unless otherwise provided in Sections 1.148-0 through 1.148-11 of the Regulations and, for the Bonds, represents the price paid by the Purchaser of the Bonds.

(e) "Net Proceeds" means the Sale Proceeds less any Sale Proceeds invested in a Reasonably Required Reserve or Replacement Fund and as part of a minor portion under Section 148(e) of the Code and Investment Proceeds, less accrued interest.

(f) "Proceeds" is defined in Section 1.148-1(b) of the Regulations and generally means the Sale Proceeds and Investment Proceeds.

(g) "Reasonably Required Reserve or Replacement Fund" means any fund described in Section 148(d) of the Code provided that the amount thereof allocable to the Bond invested at a Yield materially higher than the Yield on the Bond does not exceed at any time the least of (a) 10% of the stated principal amount of the Bond (or Sale Proceeds in the event that the amount of original issue discount exceeds two percent multiplied by the stated redemption price at maturity of the Bond), (b) the maximum annual principal and interest requirements of the Bond, and (c) 125 percent of average annual principal and interest requirements of the Bond, within the meaning of Section 148(d) of the Code.

(h) "Replacement Proceeds" has the meaning set forth in Section 1.148-1(c) of the Regulations.

(i) "Sale Proceeds" is defined in Section 1.148-1 of the Regulations and generally consists of any amounts actually or constructively received from the sale (or other disposition) of bonds, including amounts used to pay underwriters' discount or compensation and accrued interest other than pre issuance accrued interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with such bonds and that is described in Section 1.148-4(b)(4) of the Regulations.

(j) "Yield" of (a) a bond has the meaning set forth in Section 1.148-4 of the Regulations and generally, is the discount rate that when used in computing the present value of

all payment of principal and interest to be paid on the obligation produces an amount equal to the Issue Price of such bond, and (b) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and generally, is the discount rate that when used in computing the present value of all payment of principal and interest to be paid on the Investment produces an amount equal to all payments for the Investment.

Section 8.3 2013 Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "2013 Senior Lien Rebate Account." Amounts deposited to the 2013 Senior Lien Rebate Account shall be applied to the payment of the Rebate Amount pursuant to a Letter of Instructions from the Authority. The 2013 Senior Lien Rebate Account and amounts on deposit therein are not security for the 2013 Bonds and are not part of the Trust Estate.

(b) At least 30 days prior to each Computation Date, the Authority shall calculate the estimated Rebate Amount with respect to each such Computation Date. Based on such calculation, as such calculation may be revised from time to time based on actual earnings on the investment of amounts on deposit in the Funds, Accounts and Subaccounts, the Authority shall advise the Trustee in writing of such amounts as may be necessary to cause the amount on deposit in the 2013 Senior Lien Rebate Account to be sufficient to rebate the Rebate Amount to the United States of America as required under the provisions of section 148(f) of the Code, the applicable Regulations thereunder, and the provisions of this Section 8.2 and shall specify in such estimate the amount allocated for such purpose. Within ten days of such notice, the Trustee shall transfer from the Revenue Fund to the 2013 Senior Lien Rebate Account the amounts so specified.

(c) There shall be paid into the 2013 Senior Lien Rebate Account on each Computation Date the Rebate Amount in accordance with paragraph (d) below. In addition, all earnings resulting from the investment of amounts on deposit in the 2013 Senior Lien Rebate Account shall be credited to the 2013 Senior Lien Rebate Account.

(d) On each Computation Date, the Authority shall determine the Rebate Amount and shall give written notice to the Trustee of the Rebate Amount in accordance with Section 506 of the Master Indenture. In making such calculation, the Authority may rely upon a Counsel's Opinion or an opinion of an Arbitrage Analyst that the method of calculation utilized by the Authority complies with the requirements of section 148 of the Code and section 1.148-3 of the Regulations. If, on any Computation Date, the Authority determines the Rebate Amount to be a negative number, then the Authority shall direct the Trustee in writing to transfer from the 2013 Senior Lien Rebate Account to the Revenue Fund an amount equal to such negative Rebate Amount, to the extent that a sufficient amount is then on deposit in the 2013 Senior Lien Rebate Account. If on any Computation Date, the Authority determines the Rebate Amount to be a positive number, then the Authority may provide for the payment from moneys available to it other than pursuant to the Indenture, or it may direct the Trustee, pursuant to a Letter of Instructions, to immediately transfer the amount necessary to make the amount on deposit in the 2013 Senior Lien Rebate Account equal to the Rebate Amount for such Computation Date to the

2013 Senior Lien Rebate Account from the Revenue Fund on the first day of the following month.

(e) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the 2013 Senior Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the 2013 Bonds.

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.1 Annual Reports. (a) The Authority shall provide annually to the MSRB, within six (6) months after the end of each fiscal year beginning with the fiscal year ending December 31, 2013, financial information and operating data with respect to the Authority of the general type included in the final Official Statement authorized by this Resolution. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Official Statement or the financial statements included in the Official Statement and (2) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the Authority shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available but if such audited financial statements are unavailable the Authority will provide such financial statements on an unaudited basis within the above-described six-month period.

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available from the MSRB or filed with the SEC, or may be provided in any other manner consistent with the Rule.

Section 9.2 Event Notices. (a) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the obligated person[1];

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

(14) the appointment of a successor or additional trustee or the change in the name of the trustee, if material.

(b) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of any failure by the Authority to provide the required

[1] Note to Subsection 8.2(12): For the purposes of the event identified in such subsection, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

annual financial information and notice of material events in accordance with Sections 8.1 and 8.2 of this Resolution. All documents provided to the MSRB pursuant to this Article VIII, shall be accompanied by identifying information as prescribed by the MSRB.

(c) As used in this section, the term "obligated person" means any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

Section 9.3 Limitations, Disclaimers, and Amendments. (a) The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give the notice required by Section 8.2 of any Bond calls and defeasance that cause the Authority to be no longer such an "obligated person."

(b) The notices and information required to be provided by the Authority pursuant to Sections 8.1 or 8.2 hereof will be provided in an electronic format or in such other format as required by the MSRB or the SEC and shall be accompanied by such identifying information as required by the MSRB or the SEC.

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

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

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

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

The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Authority so amends the provision of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 8.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid.

ARTICLE X

PAYMENT OF REFUNDED OBLIGATION

Section 10.1 [Refunding of Refunded Obligation]. Following the deposit of Bond proceeds with the Line of Credit Provider for the Refunded Obligation as herein specified, the Refunded Obligation shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the resolution authorizing the issuance of the Refunded Obligation, shall be, with respect to the Refunded Obligation discharged, terminated and defeased.]

ARTICLE XI

MISCELLANEOUS

Section 11.1 Authorization of Agreements. The Board hereby approves issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the following: the Indenture of Trust by and between the Authority and [_____], as Trustee, in the form attached hereto as Exhibit B; the Paying Agent/Registrar Agreement by and between the Authority and [_____], in the form attached hereto as Exhibit C; the Pledge Agreement between the County and the Authority, attached hereto as Exhibit D; the Bond Purchase Agreement by and between the Authority and the Underwriters, in the form attached hereto as Exhibit E; and the DTC Letter of Representation between DTC and the Authority, in the form attached hereto as Exhibit F

(collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

Section 11.2 Bond Counsel; Appointment, Ratification and Acceptance. Bracewell & Giuliani LLP, Houston, Texas, is hereby appointed to act as Bond Counsel for the Bonds. The engagement of Bracewell & Giuliani LLP is pursuant to the terms and provisions of the engagement letter by and between the Authority and such firm, which is hereby ratified by the Authority**.** The terms and provisions of such engagement letters are hereby approved and ratified.

Section 11.3 Offering Documents. The Board hereby authorizes and approves in connection with the sale of one or more series of the Bonds, the preparation and distribution of a Preliminary Official Statement, in substantially the form attached hereto as Exhibit G, and the Authority further authorizes the preparation and distribution of the Official Statement in substantially the same form (or in such amended form as presented to and approved by the Pricing Committee), containing such additional information and amendments as may be necessary to conform to the terms of the applicable series of Bonds, this Resolution, and the Pricing Certificate. The Preliminary Official Statement is hereby deemed "final" as of its date except for certain omissions as permitted under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 11.4 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of each series of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority's obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, the consent of any Bond Insurer or issuer of a Reserve Fund Surety Policy, Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority's permanent records.

Section 11.5 Further Proceedings. The Chairman, Vice Chairman, Secretary, Assistant Secretary and other appropriate officials of the Authority are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 11.6 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.7 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 11.8 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 11.9 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Owners of the Bonds.

Section 11.10 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11.11 Changes to Resolution. The Authority's Executive Director is hereby authorized to make changes to the text of this Resolution if necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the Bonds herein authorized.

Section 11.12 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

[*Reminder of page intentionally left blank*]

PASSED AND APPROVED this 18th day of September, 2013.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Dennis Burleson, Chairman

ATTEST:

By:_____
Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PRICING CERTIFICATE

EXHIBIT B

INDENTURE OF TRUST

EXHIBIT C

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT D

PLEDGE AGREEMENT

EXHIBIT E

BOND PURCHASE AGREEMENT

EXHIBIT F

DTC LETTER OF REPRESENTATION

EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

INDENTURE OF TRUST

By and Between

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,
the Authority

and

[_____],
as Trustee

DATED AS OF AUGUST 1, 2013

SECURING

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN VEHICLE REGISTRATION REVENUE AND REFUNDING BONDS
AS MAY BE ISSUED FROM TIME TO TIME

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of the 1st day of August, 2013, (the "Indenture"), is made by and between HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a body politic and corporate and political subdivision of the State of Texas organized under Chapter 370, Texas Transportation Code (the "Authority"), and [_____], a national banking corporation (together with any successor trustee hereunder, the "Trustee").

W I T N E S S ET H

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

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

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

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

WHEREAS, the Authorizing Law requires that the County remit the revenue from the Vehicle Registration Fees to the Authority to fund long-term transportation projects in the County (the "Projects"); and

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

WHEREAS, the County has adopted and the Authority has adopted that certain Transportation Project and Pledge Agreement by and between the County and the Authority, dated as of July 24, 2013, as amended (the "Agreement"), which pledges the Vehicle Registration Fees toward payment of the Bonds issued for the Projects; and

WHEREAS, Section 502.402, Texas Transportation Code, as amended, authorizes the County to remit the Vehicle Registration Fees to the Authority, and pursuant to the Agreement the Authority has agreed to use such Vehicle Registration Fees to first be used to pay the principal of, interest on and redemption requirements of the Bonds, the charges and expenses of paying agents, registrars and trustees utilized in connection with the issuance of the Bonds, and

all amounts required to establish and maintain the funds to be established under this Indenture and the Bond Resolutions (as herein defined); and

WHEREAS, the Authority has authorized financing through a line of credit with First National Bank in the aggregate principal amount not to exceed $15,000,000 secured by Vehicle Registration Fees (the "Line of Credit").

WHEREAS, the Authority intends to issue Bonds with a maximum repayment term of no more than 40 years in one or more lawful forms to refund, defease and cancel the Line of Credit and obtain financing necessary to develop the Projects;

WHEREAS, in order to further secure the Bonds, the Authority has determined to enter into this Indenture with the Trustee for the purpose of assigning and pledging to the Trustee the Pledged Vehicle Fees (as herein defined), and establishing the Pledged Revenue Fund, the Senior Lien Debt Service Fund and the Senior Lien Debt Service Reserve Fund pursuant hereto, thereby constituting the Pledged Revenues (as herein defined) to be held by the Trustee to secure the payment of principal of and interest on all the Bonds from time to time issued under this Indenture and Bond Resolutions.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds, as follows:

[END OF RECITALS]

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Indenture:

"Act" shall mean Chapter 370, Texas Transportation Code, as amended and Chapter 1207, Texas Government Code, as amended.

"Additional Senior Lien Parity Bonds" shall mean the additional parity Senior Lien Bonds permitted to be issued by the Authority pursuant to Section 3.02A of this Indenture.

"Administration Fund" shall mean the Authority's Administration Fund so designated and created pursuant to Article IV of this Indenture.

"Agreement" shall mean that certain Transportation Project and Pledge Agreement by and between the County and the Authority, dated as of [July 24, 2013], as amended.

"Annual Debt Service" means for any annual period (any fiscal year or any other twelve (12) consecutive calendar month period), an amount equal to the sum of (i) all interest on the Senior Lien Bonds, which is due during such period, plus (ii) that portion of the Principal Installment or Installments of the Senior Lien Bonds, which is due during such period, as limited and calculated in the following manner:

(a) Except as modified below, (i) for any twelve (12) consecutive calendar month period other than the calendar year, whether or not such period constitutes the Authority's current fiscal year or any future Authority fiscal year, the aggregate amount of interest on and Principal Installment of the Senior Lien Bonds, which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed during such twelve (12) consecutive month period; and (ii) for any fiscal year while the Authority's fiscal year is the same as the calendar year, the aggregate amount of interest on and Principal Installment of the Senior Lien Bonds, which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed after January 1 of such fiscal year and on or before the next following January 1; and

(b) As to any annual period prior to the date of any calculation, such requirements shall be calculated solely on the basis of Senior Lien Bonds, which were Outstanding as of the first (1st) day of such period; and as to any future year such requirements shall be calculated solely on the basis of Senior Lien Bonds, Outstanding as of the date of calculation; and

(e) Notwithstanding the foregoing, all (i) amounts which are deposited to the credit of the Senior Lien Debt Service Reserve Fund, from original proceeds from the sale of any Senior Lien Bonds, and (ii) amounts which have been (i) and (iii) only include received monies realized as interest and investment earnings on amounts on deposit in the Senior Lien Debt Service (other than those amounts which are to be deposited into the

Rebate Fund pursuant to Section 4.07 of this Indenture) and which are used or scheduled to be used to pay interest on or Principal Installments of Senior Lien Bonds or Junior Lien Bonds, as the case may be, during any annual period, shall be deemed to reduce Annual Debt Service for any such annual period to the extent of such interest and investment earnings; and the amount of such deposits shall be excluded from and shall not constitute Annual Debt Service for any such annual period.

"Authority" shall mean the Hidalgo County Regional Mobility Authority, or its legal successors.

["Authority Budget Amount" shall mean an amount not to exceed 0.1% (one tenth of one percent) of the Outstanding Senior Lien Bonds.]

"Authorized Representative" shall mean the Chairman or the Vice Chairman of the Authority designated to perform a specified act, to sign a specified document or to act generally on behalf of the Authority by a written instrument furnished to the Trustee.

"Average Annual Debt Service" shall mean the total Annual Debt Service (as of the date of the calculation) divided by the remaining number of years until the final maturity of the Senior Lien Bonds. The Average Annual Debt Service calculated under this Indenture shall remain in effect until the next date when such calculation is required under this Indenture. For the purposes of calculating the Average Annual Debt Service, any fractional year shall be included in the calculation as a full year.

"Board" shall mean the Board of Directors of the Authority.

"Bond Counsel" shall mean Bracewell & Giuliani LLP. or such other nationally recognized bond counsel firm engaged by the Authority.

"Bonds" shall mean the Senior Lien Bonds issued by the Authority pursuant to this Indenture and the Bond Resolutions.

"Bond Resolutions" shall mean the resolutions from time to time adopted by the Authority authorizing the Senior Lien Bond Resolutions.

"Business Day" shall mean any day which is not a Saturday, Sunday, a day on which banking institutions in the city where the corporate trust office of the Trustee or the Paying Agent/Registrar is located, which is initially Houston, Texas, are authorized by law or executive order to close, or a legal holiday.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Period" means the period commencing on the date construction begins and ending on the date construction is completed.

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

"Debt Service" shall mean the Principal Installments and interest on the Senior Lien Bonds.

"Eligible Investments" shall mean any investments which the Authority is permitted to make under the laws of the State of Texas, including the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

"Event of Default" shall mean any Event of Default described in Section 6.01 of this Indenture.

"Exempt Securities" means bonds or other evidences of obligations, the interest on which is exempt from federal income taxation under Section 103(a) of the Code.

"Fair Market Value" shall mean as of any particular time:

(a) as to Eligible Investments the bid and asked prices of which are published on a regular basis in a financial journal or publication of general circulation in the United States of America, the bid price for such Eligible Investments so published on or most recently prior to the date of valuation by the Trustee, or

(b) as to Eligible Investments the bid and asked prices of which are not published on a regular basis in a financial journal or publication of general circulation in the United States of America, the average bid price on such Eligible Investments at the date of valuation by the Trustee, as reported to the Trustee by any two nationally recognized dealers (in the opinion of the Trustee) in such Eligible Investments.

"Fund" shall mean any one or more, as the case may be, of the separate special funds created and established or required to be maintained pursuant to this Indenture.

"Interest Payment Date", when used in connection with any Bond, shall mean [March 1 and September 1], commencing on such [March 1 or September 1] as shall be set forth in the Bond Resolution for such Bonds.

"Inferior Lien Bonds" shall mean any obligations described in Section 3.08 of this Indenture.

"Mandatory Redemption Installment" shall mean, as of any particular date of calculation and with respect to any Series of Bonds, the amount of money to be applied to the mandatory redemption (including any mandatory redemption premium, if any) of Bonds in any fiscal year prior to maturity pursuant to this Indenture or any Bond Resolution, as such Mandatory Redemption Installment shall have been previously reduced by the principal amount of any Bonds of such Series of the maturity with respect to which such Mandatory Redemption Installment is payable which are purchased or redeemed by the Trustee in accordance with the provisions of this Indenture or of any Bond Resolution, other than a Mandatory Redemption Installment redemption or purchase.

"Maximum Annual Debt Service" shall mean, as of the calculation date, the greatest amount of the Annual Debt Service calculated for any future fiscal year.

["Net Pledged Revenues" shall mean, as of any date of calculation during a given fiscal year of the Authority, the amount of Pledged Revenues less the Authority Budget Amount.]

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered except: (a) any Bond canceled by or on behalf of the Authority at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of the Bond Resolution or otherwise defeased as permitted by applicable law, and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to the Bond Resolution.

"Owner" or "Registered Owner", when used with respect to any Bond shall mean the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners shall mean the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under the Bond Resolution.

"Paying Agent/Registrar" shall mean the bank or trust company so designated in the Bond Resolutions.

"Pledged Revenue Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Pledged Revenues" shall have the meaning assigned to that term in Article II of this Indenture.

"Pledged Vehicle Fees" shall mean the Vehicle Registration Fees derived from the imposition of the additional vehicle registration fee pursuant to the Act and payable to the Authority by the County pursuant to the Agreement.

"Principal Installment Payment Date," when used in connection with any Bond, shall mean [September 1] of each year in which principal is scheduled to be paid [,except as may be adjusted by a Bond Resolution].

"Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds of such Series which would at or before said future date be retired as a result of Mandatory Redemption Installments applied in accordance with this Indenture plus (b) the amount of any Mandatory Redemption Installment payable on said future date for the retirement of any Outstanding Bonds of said Series.

"Project Fund" means the Authority's Project Fund so designated and created pursuant to Article IV of this Indenture.

"Register" or "Bond Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

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

"Reserve Fund Surety Policy" shall mean an insurance policy or other credit agreement, as such term is defined by Section 1371.001, Texas Government Code, in a principal amount equal to the portion of the Reserve Requirement to be satisfied and issued by a financial institution or insurance company with a rating, at the time of issuance of the Senior Lien Bonds, and deposit into the Senior Lien Debt Service Reserve Fund, for its long term unsecured debt or claims paying ability in the highest letter category by at least one major municipal securities evaluation sources.

"Reserve Requirement" shall be computed upon the issuance of any Series of Bonds and shall be the lesser of: (i) 1.25 times the Average Annual Debt Service of the Senior Lien Bonds, or (ii) the Maximum Annual Debt Service, provided that the issuance of any Series of Senior Lien Bonds shall not cause the Reserve Requirement to increase by more than 10% of the initial principal amount of such issue of Senior Lien Bonds (or sale proceeds in the event that the amount of original issue discount exceeds two percent multiplied by the stated redemption price at maturity of such issue of Bonds), all as set forth in Section 1.148-2(f)(2)(ii) of the Regulations.

"Senior Lien Bonds" shall mean one or more series of senior lien bonds issued by the Authority pursuant to this Indenture and the Senior Lien Bond Resolutions.

"Senior Lien Bond Resolutions" shall mean the resolutions from time to time adopted by the Authority authorizing the Senior Lien Bonds.

"Senior Lien Debt Service Fund" shall mean the fund and accounts so designated and created pursuant to Article IV of this Indenture.

"Senior Lien Debt Service Reserve Fund" shall mean the fund and accounts so designated and created pursuant to Article IV of this Indenture.

"Senior Lien Parity Bonds" shall mean the Senior Lien Bonds and each series of Additional Senior Lien Parity Bonds from time to time hereafter issued, but only to the extent such bonds remain Outstanding.

"Series" shall mean all of the Bonds authenticated and delivered pursuant to this Indenture or any Bond Resolution authorizing the issuance of such Bonds as a separate series of Bonds or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds.

"State" or "State of Texas" shall mean the State of Texas.

"Trustee" shall mean [_____], and its successors in that capacity.

Section 1.02 Recitals, Table of Contents, Titles and Headings. The terms and phrases used in the recitals of this Indenture have been included for convenience of reference only and

the meaning, construction and interpretation of such words and phrases for purposes of this Indenture shall be determined solely by reference to Section 1.01 hereof. The table of contents, titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03 Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Indenture and the Bonds.

[END OF ARTICLE I]

ARTICLE II

GRANTING CLAUSES

In order to secure the payment of the principal of, redemption premium, if any, and interest on all Senior Lien Bonds as the same are issued and become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Senior Lien Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby GRANT, BARGAIN, CONVEY, ASSIGN and PLEDGE to the Trustee and its successors in trust hereunder, subject to the provisions of this Indenture, all of the Authority's right, title and interest in and to the following described properties and interests, direct or indirect, whether now owned or hereafter acquired (collectively, the "Pledged Revenues"):

(a) The Vehicle Registration Fees under the Agreement.

(b) All moneys deposited or required to be deposited in the Pledged Revenue Fund, the Senior Lien Debt Service Fund and the Senior Lien Debt Service Reserve Fund with respect to the Senior Lien Bonds, and the Redemption Fund held by the Trustee pursuant to the provisions of this Indenture and all interest earnings and investment income therefrom.

(c) Any and all property of every kind and nature (including without limitation, cash, obligations or securities) which may from time to time hereafter be conveyed, assigned, hypothecated, endorsed, pledged, mortgaged, granted, or delivered to or deposited with, the Trustee as additional security hereunder by the Authority, or anyone on behalf of the Authority, or which pursuant to any of the provisions hereof may come into the possession or control of the Trustee as security hereunder, or of a receiver lawfully appointed hereunder, all of which property the Trustee is authorized to receive, hold and apply according to the terms hereof.

TO HAVE AND TO HOLD all the same, with all rights and privileges appurtenant thereto, unto the Trustee and its successors in trust forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of the Owners from time to time of the Senior Lien Bonds secured and to be secured hereunder, or any of them, without preference, priority or distinction as to lien or otherwise of any Senior Lien Bond over any other Senior Lien Bonds, except as otherwise expressly provided in this Indenture.

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Senior Lien Bonds and the interest and redemption premium, if any, due or to become due thereon, at the times and in the manner provided in the Senior Lien Bonds , and in the Bond Resolutions according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds maintained hereunder in the amounts required by this Indenture and the Bond Resolutions, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee or Paying

Agent/Registrar the entire amount due or to become due thereon, or an amount sufficient to provide for the payment thereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights and liens hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

[END OF ARTICLE II]

ARTICLE III

AUTHORIZATION OF BONDS AND RELATED GENERAL TERMS AND PROVISIONS; ADDITIONAL PARITY BONDS AND INFERIOR LIEN BONDS

Section 3.01 Authorization of Bonds. (a) The Bonds may be authorized from time to time by the Authority pursuant to Bond Resolutions duly adopted by the Board, which Bond Resolutions shall specify the dates, denominations, principal amounts, interest rates, maturities, redemption provisions, forms of bonds, manner of payment, provision for execution and authentication, application of proceeds and all other terms and provisions of the Bonds not otherwise provided herein.

(b) At or prior to the issuance of each series of Bonds pursuant to any Bond Resolution, the Authority shall provide to the Trustee the following:

(i) a certified copy of the Bond Resolution;

(ii) the approving opinion of the Authority's Bond Counsel with respect to such Series of Bonds to the effect (i) that the Bonds are valid and binding obligations of the Authority except to the extent that their enforceability may be limited by applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and except that such enforceability is subject to general principles of equity and the exercise of judicial discretion (regardless of whether such enforceability is considered in a proceeding in law or at equity), and (ii) that the Bonds are issued pursuant to the terms of this Indenture;

(iii) if such Series of Bonds are being issued to refund any previously issued Bonds, the identity, redemption date and redemption price of the Bonds to be refunded;

(iv) a debt service schedule with regard to such Series of Bonds and all Bonds that will then be Outstanding after the issuance of such Series of Bonds and refunding of any Bonds being refunded thereby; and

(v) the amount of the Reserve Requirement relating to the Senior Lien Bonds as such amount may have been modified based upon the issuance of such Series of Bonds.

Section 3.02 Additional Senior Lien Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Senior Lien Parity Bonds), one or more series of Additional Senior Lien Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Senior Lien Bonds, and any previously issued Additional Senior Lien Parity Bonds; provided, however, that no Additional Senior Lien Parity Bonds may be issued unless:

(a) The Additional Senior Lien Parity Bonds mature on, and interest is payable on, the Principal Installment Payment Dates and Interest Payment Dates, respectively;

(b) There shall be on deposit in the Senior Lien Debt Service Reserve Fund, after the issuance of the Additional Senior Lien Parity Bonds, an amount equal to the Reserve Requirement on all Senior Lien Bonds that will be Outstanding after the issuance of such Additional Senior Lien Parity Bonds;

(c) The Authority certifies that it is not in material default with the terms of the Indenture, any Bond Resolution, or the Agreement; and

(d) The Authority has received a certificate of its financial advisor or accountant meeting the requirements set forth below which provides that Vehicle Registration Fees over the preceding fiscal year or for a consecutive 12-month period out the 15-month period immediately preceding the month in which the Bond Resolutions authorizing Additional Senior Lien Parity Bonds is adopted, were at least 150 percent of the Maximum Annual Debt Service, taking into account the outstanding Senior Lien Bonds and the Additional Senior Lien Parity Bonds to be issued, provided however, such requirement shall not apply to the issuance of any Series of Additional Senior Lien Parity Bonds for refunding purposes so long as the result of the refunding does not increase Annual Debt Service requirements on the Senior Lien Bonds in any year.

Section 3.03 Completion Bonds. The provisions of Section 3.2 above shall not apply to the issuance of Completion Bonds issued as described in this section. The Authority reserves the right to issue one or more Series of: Senior Lien Bonds to pay the cost of completing any Project (as defined in this Section below) for which Senior Lien Bonds have previously been issued.

Prior to the issuance of any series of Completion Bonds the Authority must provide, the following documents:

(a) a certificate of the consulting engineer engaged by the Authority to design the Project for which the Completion Bonds are to be issued stating that such Project has not materially changed in scope since the issuance of the most recent series of Bonds for such purpose (except as permitted in the applicable Bond Resolution authorizing such Bonds) and setting forth the aggregate cost of the Project which, in the opinion of such consulting engineer, has been or will be incurred; and

(b) a certificate of the Authority (i) stating that all amounts allocated to pay costs of the Project from the proceeds of the most recent series of Bonds issued in connection with the Project for which the Completion Bonds are being issued were used or are still available to be used to pay costs of such Project; (ii) containing a calculation of the amount by which the aggregate cost of that Project (furnished in the consulting engineer's certificate described above) exceeds the sum of the costs of the Project paid to such date plus the moneys available at such date within any construction fund established therefor or other like account applicable to the Project plus any other moneys which the Authority has determined are available to pay such costs in any other fund; and (iii) certifying that, in the opinion of the Authority, the issuance of the Completion Bonds is necessary to provide funds for the completion of the Project.

For purposes of this Section, the term "Project" shall mean any Project defined in a Bond Resolution authorizing the issuance of Senior Lien Bonds for the purpose of financing such project. Any such Supplemental Resolution may contain such further provisions as the Authority shall deem appropriate with regard to the use, completion, modification or abandonment of such Project.

Section 3.04 Inferior Lien Bonds. The Authority reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on all or part of the Pledged Revenues that are inferior and subordinate to the lien on Pledged Revenues securing payment of the Senior Lien Parity Bonds. Such Inferior Lien Bonds may be further secured by any other source of payment lawfully available for such purposes. The Authority reserves the right to establish such other funds and accounts as may be necessary for the issuance of such Inferior Lien Bonds as provided in the resolutions authorizing such Inferior Lien Bonds.

Section 3.05 Declaration. It is hereby expressly declared that all revenues, receipts, moneys and other properties hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, covenants, agreements, uses and purposes set forth in this Indenture.

[END OF ARTICLE III]

ARTICLE IV

FUNDS AND INVESTMENTS

Section 4.01 Creation of Funds. There are hereby created the following Funds:

(A) Pledged Revenue Fund;

(B) Administration Fund;

(C) Senior Lien Debt Service Fund;

(D) Senior Lien Debt Service Reserve Fund, inclusive of any accounts created under the Senior Lien Bond Resolutions;

(E) Redemption Fund;

(F) Project Fund; and

(G) Rebate Fund.

Each Fund, other than the Administration Fund and the Project Fund, shall be maintained by the Trustee separate and apart from all other funds of the Authority. The Authority shall maintain its Administration Fund and Project Fund at a depository of the Authority's selection and in accordance with the Bond Resolutions. The Pledged Revenue Fund, the Senior Lien Debt Service Fund, the Senior Lien Debt Service Reserve Fund, and the Redemption Fund shall constitute trust funds which shall be held in trust by the Trustee solely for the benefit of the Owners of the Bonds. The Rebate Fund shall be held by the Trustee free and clear of any lien created by the Indenture. The Authority reserves the right to establish, pursuant to a resolution, one or more additional Funds or accounts for such purposes as the Authority may determine from time to time, including, but not limited to the purposes of providing for the issuance of Inferior Lien Bonds.

Section 4.02 Pledged Revenue Fund and Flow of Funds.

(a) Immediately upon receipt of the Vehicle Registration Fees, the Authority shall identify, segregate and deposit into the Pledged Revenue Fund all Pledged Vehicle Fees.

(b) Money in the Pledged Revenue Fund shall be applied in the following manner and order of priority:

(A) First, to the payment of fees and expenses of the Trustee and Paying Agent/Registrar;

(B) [Second, to the Administrative Fund an amount not to exceed the Authority Budget Amount;]

(C) Third, to the Senior Lien Debt Service Fund, taking into account any money already on deposit in the Senior Lien Debt Service Fund for the Senior Lien Bonds, to make the following deposits on or before the fifth Business Day prior to the first day of each calendar month:

(i) approximately one-sixth (1/6) of the interest coming due on the Senior Lien Bonds (or, if the first Interest Payment Date is less than six months away, the Trustee shall allocate a pro rata amount from the Pledged Revenue Fund an amount sufficient to total the interest payable on the Senior Lien Bonds in equal monthly installments) on the next succeeding Interest Payment Date established for the Senior Lien Bonds;

(ii) approximately one-twelfth (1/12) of the principal due on the next Principal Installment Payment Date that is within 12 months (or, if the first Principal Installment Payment Date is less than twelve months away, the Trustee shall allocate a pro rata amount from the Pledged Revenue Fund sufficient to total the principal payable on the Senior Lien Bonds in equal monthly installments);

(iii) if a Mandatory Redemption Installment is due on the Senior Lien Bonds within the next succeeding 12 months, approximately one-twelfth (1/12) of the Mandatory Redemption Installment falling due on the next succeeding Sinking Fund Installment payment date; and

(D) Fourth, to the Senior Lien Debt Service Reserve Fund all amounts required by this Indenture and the Senior Lien Bond Resolution to attain the Reserve Requirement with respect to each account created therein;

(E) Fifth, any funds remaining after the deposits required by Section 4.02(b)(A) through 4.02(b)(E) above, if applicable, have been made or provided for, shall be deposited in the Project Fund, at the discretion and written direction of the Authority at any time, for use by the Authority for any lawful purpose.

Section 4.03 Senior Lien Debt Service Fund. Money in the Senior Lien Debt Service Fund shall be held in trust by the Trustee. Within the Senior Lien Debt Service Fund, one or more accounts or subaccounts may be created pursuant to the Senior Lien Bond Resolutions for any Series of Senior Lien Bonds ("Senior Lien Debt Service Accounts" or such term as further designated in the Senior Lien Bond Resolutions). To the extent applicable, the Authority shall deposit or cause to be deposited into the Senior Lien Debt Service Fund (i) amounts paid to the Authority as pre-issuance accrued interest on the Senior Lien Bonds, (ii) Senior Lien Bond proceeds used to pay capitalized interest on the Senior Lien Bonds, (iii) transfers from the Pledged Revenue Fund as provided in Section 4.02(b)(C), (iv) transfers from the Senior Lien Debt Service Reserve Fund as provided in Section 4.04, and, (v) to the extent necessary, additional Pledged Revenues, in such amounts and at such times, to provide that amounts necessary to pay interest and Principal Installments due on the Senior Lien Bonds. The Trustee shall transfer on each Interest Payment Date and each Principal Installment Payment Date to the Paying Agent/Registrar such amounts in the Senior Lien Debt Service Fund to pay Principal Installments and interest on the Senior Lien Bonds as the same becomes due. The Trustee shall

make all such transfers as directed in writing by the Authority such that the Authority shall be in compliance with the guidelines of the Depository Trust Company, as amended from time to time.

Section 4.04 Senior Lien Debt Service Reserve Fund. Within the Senior Lien Debt Service Reserve Fund, one or more accounts or subaccounts may be created pursuant to the Senior Lien Bond Resolutions for any Series of Bonds (the "Senior Reserve Accounts"). The Senior Reserve Accounts shall constitute trust funds which shall be held in trust for the Owners of such Series of Senior Lien Bonds to which they are pledged. The amounts in the Senior Reserve Accounts (other than the interest income thereon, which shall be transferred either to (i) the Senior Lien Debt Service Fund or (ii) the Project Fund during the Construction Period) shall be pledged to the payment of the Series of Senior Lien Bonds to which they are pledged. The Authority reserves the right to issue Additional Senior Lien Parity Bonds which are not secured by the Reserve Accounts; provided that the Authority may create a separate account within the Senior Lien Debt Service Reserve Fund for the benefit of any such Series of Senior Lien Bonds, the proceeds of which account (other than the interest income thereon, which may be transferred to the Pledged Revenue Fund) shall be pledged to the payment of such Series.

Money in the Senior Lien Debt Service Reserve Fund shall be held in trust by the Trustee. The Senior Lien Debt Service Reserve Fund shall initially be funded as provided in the Senior Lien Bond Resolutions.

(A) If, on any Interest Payment Date or Principal Installment Payment Date, after transferring funds to the Senior Lien Debt Service Fund as provided in Section 4.02, any account in the Senior Debt Service Reserve Fund contains amounts less than the applicable Reserve Requirement, the Trustee shall withdraw from the Pledged Revenue Fund and deposit on a pro rata basis into each account of the Senior Lien Debt Service Reserve Fund the amount required to attain the Reserve Requirement. If there are not sufficient funds in the Pledged Revenue Fund to fund the Reserve Requirement, the Trustee shall deposit on a pro rata basis into each account of the Senior Lien Debt Service Reserve Fund all interest and income earned from the investment of amounts credited to the Senior Lien Debt Service Reserve Fund until the Reserve Requirement is again attained.

(B) So long as the Senior Lien Debt Service Reserve Fund contains amounts at least equal to the Reserve Requirement, all earnings on the Senior Lien Debt Service Reserve Fund shall be transferred and deposited, as collected, into the Senior Lien Debt Service Fund.

(C) Amounts deposited into the Senior Lien Debt Service Reserve Fund (i) shall be used to pay interest on or Principal Installments of the Bonds when insufficient funds are available for such purpose in the Senior Lien Debt Service Fund or (ii) may be applied toward the payment of interest on or Principal Installments of Senior Lien Bonds in connection with the refunding or redemption of such Senior Lien Bonds.

(b) The Authority expressly reserves the right at any time to satisfy all or part of the Reserve Requirement by obtaining for the benefit of the Senior Lien Debt Service Reserve Fund one or more Reserve Fund Surety Policies. In the event the Authority elects to substitute at any

time a Reserve Fund Surety Policy for any funded amounts in the Senior Lien Debt Service Reserve Fund, it may direct the Trustee in writing to apply any bond proceeds thereby released, to the greatest extent permitted by law, to any purposes for which the Bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used, including the payment of debt service on the Senior Lien Bonds. The premium for any Reserve Fund Surety Policy shall be paid from bond proceeds or other funds of the Authority lawfully available for such purpose. Any Reserve Fund Surety Policy shall be authorized by resolution. All amounts deposited in or required to be deposited in the Senior Lien Debt Service Reserve Fund may be used to pay obligations incurred to providers of Reserve Fund Surety Policies, including amounts advanced thereunder, interest on such advances and related costs and expenses.

Section 4.05 Redemption Fund. Any amounts on deposit in the Redemption Fund may be transferred to the Rebate Fund upon written direction by the Authority.

Section 4.06 Administration Fund and Project Fund. In addition to, and subject to, the provisions of Section 4.02, there shall be deposited into the Administration Fund and the Project Fund, at the discretion and written direction of the Authority, any amounts remaining in the Pledged Revenue Fund. After transfer to the Administration Fund and Project Fund, such amounts may be used by the Authority for any lawful purpose free from the lien and pledge of this Indenture, and as further prescribed in the Bond Resolution.

Section 4.07 Rebate Fund.

(A) Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien created by the Indenture. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount directed in writing by the Authority to be transferred thereto. Amounts on deposit in the Rebate Fund shall be used solely to make payments to the United States under Section 148 of the Code and to pay costs related to the calculation of the amount due.

(B) Within five days after each transfer of funds to the Rebate Fund necessary to meet the requirements of the Bond Resolutions or this Section, the Trustee shall withdraw from the Rebate Fund and pay to the United States the balance of the Rebate Fund. All payments to the United States pursuant to this Section shall be (i) made by the Trustee for the account and in the name of the Authority, (ii) paid by check mailed by registered mail (return receipt requested), addressed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 (or such other Service Center as may be designated by the Internal Revenue Service from time to time), and (iii) accompanied by the relevant Internal Revenue Service Form 8038-T provided by the Authority.

(C) The Trustee shall preserve copies (either in original form or by image) of all statements and forms received from the Authority pursuant to this Indenture and all records maintained by it of transactions in the Rebate Fund and shall deliver such materials to the Authority within 60 days following the discharge of the last of the Bonds.

(D) The Trustee may in good faith conclusively rely on the instructions of the Authority with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the Authority to supply accurate or sufficient instructions.

(E) If at any time during the term of this Indenture the Trustee or the Authority desires to take any action that would otherwise be prohibited by the terms of this Section, such person will be permitted to take such action only if it shall first obtain and provide to the other person named herein an opinion of Bond Counsel (acceptable to both the Trustee and the Authority) to the effect that such action will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes and shall be in compliance with the laws of the State of Texas and the terms of this Indenture.

Section 4.08 Investments; Earnings. Monies deposited into the Pledged Revenue Fund, the Senior Lien Debt Service Fund, and the Senior Lien Debt Service Reserve Fund shall be invested and reinvested in Eligible Investments as directed in writing to the Trustee by the Authority; provided that all such Eligible Investments shall be directed by the Authority in such manner that the money required to be expended from any Fund will be available at the proper time or times.

(A) All investments and any profits realized from or interest accruing on such investments shall belong to the Fund from which the monies for such investments were taken (except as otherwise expressly provided in this Indenture). All losses on investments shall be charged against the Fund to which such investments are credited. The Trustee shall have the right to have sold in the open market a sufficient amount of any such investments at any time that a Fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such Fund. The Trustee shall not be liable or responsible for any loss resulting from any such investment or resulting from the sale of any such investment as herein authorized.

(B) At the written direction of the Authority, a portion of the investment income from any Fund may be paid directly to the Rebate Fund, free and clear of the lien and pledge of this Indenture, for payment to the United States pursuant to Section 4.07 in order to maintain the tax status of the Bonds.

(C) The Trustee may make any investment through its or an affiliate's investment department, and the Trustee or such affiliate may receive compensation in connection with such investments. As amounts invested are needed for disbursement from any Funds, the Trustee shall cause a sufficient amount of the investments credited to that Fund to be redeemed or sold and converted into cash to the credit of that Fund. Securities transaction charges incident to any purchase, sale, or redemption of Eligible Investments shall be charged to the Authority.

(D) The Authority by its execution of this Indenture covenants to restrict the investment of money in the Funds created under this Indenture in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations

at the time the Bonds are delivered to their original purchaser, so that the Bonds will not constitute "arbitrage bonds" under the Code and the Regulations, and the Trustee hereby agrees to comply with the Authority's written instructions with respect to the investment of money in the Funds created under this Indenture; provided however, in the absence of written investment instructions from the Authority, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested.

(E) The Authority has covenanted to provide the Trustee with written instructions to assure that any amounts that, in accordance with the Code and applicable regulations, are required to be invested at a restricted yield will be invested either (i) in Exempt Securities or (ii) at a yield that is not materially higher than the yield on the Bonds, determined in accordance with the Code and applicable Regulations, unless in the opinion of Bond Counsel, investment of such at a higher rate will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. For the purpose of applying this Section, amounts on deposit in each Fund shall be accounted for on a first in, first out basis. The Trustee, at the Authority's direction, is authorized to yield restrict any investment in accordance with [Article VIII] of the Bond Resolutions.

(F) For the purpose of determining the amount on deposit to the credit of any such Fund, obligations in which money in such Fund shall have been invested shall be valued at the Fair Market Value. The Trustee shall provide a valuation of the Eligible Investments in the Funds established under this Indenture as of the last Business Day of each month.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.01 Payment of Bonds and Performance of Obligations. The Authority covenants to promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and the Bond Resolutions; to pay when due all fees, charges and other amounts due to the Trustee and the Paying Agent/Registrar for the discharge of their duties hereunder; and to faithfully keep and perform all of its covenants, undertakings and agreements contained in this Indenture, the Agreement, the Bond Resolutions and the Bonds.

Section 5.02 Recordation and Execution of Security Instruments. The Authority covenants to cause this Indenture, any supplemental indentures, and all other security instruments, financing statements and supplements thereto that may be necessary, to be filed, recorded, and re-filed, in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the rights and security of the Owners of the Bonds and to perfect and preserve the lien of this Indenture. Without limiting the generality of the foregoing, the Authority shall execute and deliver such additional instruments and perform such additional acts as may be necessary and proper after the execution of this Indenture and to transfer to any successor Trustee or Trustees the assets, powers, instruments and funds held in trust hereunder and to confirm the lien of this Indenture with respect to any Bond or Bonds, and shall take all action that may at any time be necessary, including those in the opinion of the Trustee, to secure the interests of the Owners of the Bonds.

Section 5.03 Title; Encumbrances of Pledged Revenues. The Authority covenants that it has good and indefeasible title to the Pledged Vehicle Fees, subject to the assignments and pledges contained herein. So long as any Bonds remain Outstanding, except as permitted by Sections 3.02A and 3.04 of this Indenture, the Authority covenants not to sell, transfer, assign, pledge, encumber, mortgage or otherwise dispose of, directly or indirectly, by merger or otherwise, or cause or suffer same, or create or allow to accrue or exist any lien upon, all or any part of its interest in the Pledged Revenues or any portion thereof, except for the lien of this Indenture.

Section 5.04 Pledged Revenues Not Encumbered. The Pledged Revenues are not in any manner pledged to the payment of any debt or obligation of the Authority other than the Bonds. The Authority covenants that it will not in any manner pledge or further encumber the Pledged Revenues unless such pledge or encumbrance is junior and subordinate to the lien and pledge hereunder securing the Bonds.

Section 5.05 Collection of Pledged Vehicle Fees. Subject to the provisions of applicable law and the Agreement, the Authority covenants and agrees to use its best efforts to cause the County to remit to the Authority, all Vehicle Registration Fees to provide for the payment of principal of and interest on the Bonds.

Section 5.06 Amendment of Agreement. The Authority covenants not to cause any amendment of the Agreement that will in any manner materially impair the rights of the Owners of the Bonds.

[END OF ARTICLE V]

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01 Events of Default. An Event of Default hereunder shall consist of any of the following acts or occurrences:

(A) failure to pay when due Principal Installments or interest on any Bond;

(B) failure to deposit to the Senior Lien Debt Service Funds money sufficient for the payment of any Principal Installments or interest payable on the Bonds by no later than the date when such Principal Installment or interest becomes due and payable; or

(C) default in the performance, or breach, of any covenant or agreement on the part of the Authority contained in this Indenture (other than a covenant or agreement the default in the performance or observance of which is elsewhere in this Section specifically addressed) and continuance of such default or breach for a period of 30 days of a written notice is provided pursuant to Section 6.03.

Section 6.02 Notices. In order to provide the Authority with information with respect to its obligations under this Indenture, the Trustee shall provide the Authority the following notices:

(A) Notice of any draws upon the Senior Lien Debt Service Reserve Fund which are required to be transferred to the Senior Lien Debt Service Funds for the payment of Principal Installments of or interest on any Bonds, together with the description of the amount drawn; and

(B) Notice of transfers to the Administration Fund pursuant to Sections 4.02 and 4.06.

Section 6.03 Notice of Default. The Trustee shall also be required to give prompt notice to the Authority of the occurrence of any Event of Default hereunder of which the Trustee has actual knowledge.

Section 6.04 Remedies in General. If an Event of Default hereunder shall occur and be continuing, then, in addition to all of the other rights and remedies granted to the Trustee hereunder, the Trustee in its discretion, subject to the provisions of this Indenture, may proceed to protect and enforce its rights and the rights of the Owners of Bonds by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture, the Bond Resolutions or the Bonds or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or such Owners of the Bonds, including, without limitation, the right to seek a writ of mandamus issued by a court of competent jurisdiction compelling the members or officers of the Authority to make payment of the Pledged Vehicle Fees or to observe and perform such covenant, obligations or conditions of this Indenture or the Agreement.

Section 6.05 Appointment of Receivers. If an Event of Default hereunder shall occur and be continuing, and upon filing of a bill in equity or commencement of other judicial proceedings to enforce the rights of the Trustee and the Owners hereunder, the Trustee shall be entitled as a matter of right, and to the extent permitted by law, to the appointment of a receiver or receivers of the Pledged Revenues and the income, rents, profits and use thereof pending such proceedings, with such powers as the court making such appointment shall confer.

Section 6.06 Trustee May Act Without Possession of Bonds. All rights of action under this Indenture or under any Bonds may be enforced by the Trustee without possession of any of the Bonds or the production thereof on any trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name, as Trustee for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

Section 6.07 Trustee as Attorney in Fact. The Trustee is hereby appointed (and the Owners of the Bonds, by taking and owning same from time to time, shall be deemed to have so appointed the Trustee) the true and lawful attorney in fact of the Owners of the Bonds, to make or file, in the names of the Owners of the Bonds, or in behalf of all Owners of the Bonds as a class, any proof of debt, amendment to proof of debt, petition or other document, and to do and perform any and all acts and things for and in the name of the Owners of the Bonds as a class as may be necessary or advisable, in the judgment of the Trustee, in order to have the claims of the Owners of the Bonds against the Authority approved in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings to which the Authority shall be a party and to receive payment of or on account of such claims. Any such receiver, assignee, liquidator or trustee is hereby authorized by each of the Owners to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due for compensation and expenses of the Trustee, including counsel fees, costs and expenses, incurred up to the date of such distribution, and the Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 6.08 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.09 Limitation on Suits. All rights of action in respect of this Indenture shall be exercised only by the Trustee, and no Owner of any Bond secured hereunder shall have any right to institute any suit, action or proceeding at law or in equity for the appointment of a receiver or for any other remedy hereunder or by reason hereof, unless and until the Trustee shall have received written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and shall have been furnished reasonable indemnity and shall have refused or neglected for ten (10) days thereafter to institute such suit, action or proceedings. The making of such request and the furnishing of such

indemnity shall in each and every case be conditions precedent to the execution and enforcement by any Owner of any Bond of the powers and remedies given to the Trustee hereunder and to the institution and maintenance by any such Owner of any action or cause of action for the appointment of a receiver or for any other remedy hereunder, but the Trustee may, in its discretion, and when duly requested in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and when furnished indemnity satisfactory to protect it against expenses, charges and liability shall, forthwith, take such appropriate action by judicial proceedings or otherwise in respect of any existing default on the part of the Authority as the Trustee may deem expedient in the interest of the Owners of the Bonds.

Nothing contained in this Article, however, shall affect or impair the right of any Owner, which shall be absolute and unconditional, to enforce the payment of the Principal Installments and interest on the Bonds of such Owner, but only out of the moneys for such payment as herein provided, or the obligation of the Authority, which shall also be absolute and unconditional, to make payment of the Principal Installments and interest on the Bonds issued hereunder, but only out of the funds provided herein for such payment, to the respective Owners thereof at the time and place stated in said Bonds.

Section 6.10 Right of Owners of the Bonds to Direct Proceedings. Notwithstanding any provision of this Indenture to the contrary, the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee or any other proceedings hereunder; provided, however, that such direction shall not be contrary to law or the provisions of this Indenture, and the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the Owners of the Bonds not consenting.

Section 6.11 Restoration of Rights and Remedies. If the Trustee or any Owner of a Bond has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Owner of a Bond, then and in every such case the Authority, the Trustee and the Owners of the Bonds shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Owners of the Bonds shall continue as though no such proceeding had been instituted.

Section 6.12 Waiver of Stay or Extension Laws. To the extent that it may lawfully do so, the Authority covenants that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any stay or extension law whenever or wherever enacted, which may affect the covenants or the performance of this Indenture. The Authority also covenants that it will not otherwise hinder, delay or impede the execution of any power herein granted to the Trustee.

Section 6.13 Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon any Event of Default hereunder shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Owners of the Bonds, as the case may be.

[END OF ARTICLE VI]

ARTICLE VII

DISCHARGE

Section 7.01 Discharge by Payment. When all Bonds have been paid in full as to principal and as to interest and premium, if any, or when all Bonds have become due and payable, whether at maturity or by prior redemption or otherwise, and the Authority shall have provided for the payment of the whole amount due or to become due on all Bonds then outstanding, including all interest which has accrued thereon or which may accrue to the date of maturity or redemption by depositing with the Trustee or the Paying Agent/Registrar, for payment of such outstanding Bonds and the interest thereon and any premium which may be due thereon, the entire amount due or to become due thereon, or amounts and investments sufficient to provide for such payment as provided in the Bond Resolutions, and the Authority shall also have paid or caused to be paid all sums payable hereunder by the Authority, including the compensation due or to become due the Trustee, then the Trustee shall, upon receipt of a letter of instructions from the Authority requesting the same, discharge and release the lien of this Indenture and execute and deliver to the Authority such releases or other instruments as shall be required to release the lien hereof.

Section 7.02 Discharge by Deposit. The Authority may discharge its obligation to the Owners of any or all of the Bonds to pay principal, interest and redemption premium (if any) thereon in any manner then permitted by law, including, but not limited to, by depositing with any paying agent for such Bonds either: (i) cash in an amount equal to the principal amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption, or (ii) pursuant to an escrow or trust agreement, cash and/or Investments in principal amounts and maturities and bearing interest at rates sufficient (in the opinion of an independent certified public accountant) to provide for the timely payment of the principal amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption; provided, however, that if any of the Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in the Bond Resolution authorizing such Bonds. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid.

For the purpose of this Section 7.02, "Investments" shall mean:

(a) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States;

(b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Authority authorizes the discharge by deposit of any or all of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and

(c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been defeased and that, on the date the Authority

authorizes the discharge by deposit of any or all of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm of not less than AAA or its equivalent.

[END OF ARTICLE VII]

ARTICLE VIII

THE TRUSTEE

Section 8.01 Acceptance of Trusts. The Trustee, for itself and its successors, hereby accepts the trusts under this Indenture, but only upon the following terms and conditions set forth in this Article.

(a) Notwithstanding any provision of the Indenture to the contrary, prior to an Event of Default hereunder, and after the curing of any such Event of Default, the Trustee shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case of an Event of Default which has not been cured, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise thereof as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon the truth, completeness and accuracy of the letters of instruction, statements, certificates, opinions, certified resolutions and other certified showings conforming to the requirements of this Indenture.

(c) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it, by or through attorneys or agents selected by it with reasonable care, and shall be entitled to, and shall be protected in relying upon, advice of counsel concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys and agents as may reasonably be required and employed in connection with the trusts hereof, and the Trustee shall not be responsible for the acts or negligence of such attorneys, agents or counsel, if selected with reasonable care.

(d) The Trustee shall not be responsible for any recitals herein, in the Bond Resolutions or in the Bonds. The Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions and agreements contained in this Indenture. The recitals and statements of fact and warranties contained in this Indenture, the Bond Resolutions and in the Bonds shall be taken as statements by the Authority and shall not be considered as made by or as imposing any obligation or liability upon the Trustee.

(e) Except as otherwise provided in this Indenture, the Trustee shall not be bound to recognize any person as an Owner of any Bond or to take action at such person's request, unless such person's name appears as the Registered Owner of such Bond in the Register.

(f) Except as otherwise expressly provided or fairly implied by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any Bond or to the Authority or any other person, and the Trustee shall not incur any liability for its failure or

refusal to give or furnish same unless obligated or required to do so by express provision or by fair implication of the provisions hereof.

(g) Nothing herein contained shall relieve the Trustee from liability for its own negligent action or failure to act or its own willful misconduct, except that the Trustee shall not incur any liability (i) for any error of judgment made in good faith by a responsible officer or responsible officers thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts, or (ii) in respect of any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of the percentage of the Bonds specified herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(h) None of the provisions contained in this Indenture shall require the Trustee to advance, expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it by the security afforded to it by the terms of this Indenture.

(i) The Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with securities laws in connection with the issuance and sale of the Bonds.

(j) In the event the Trustee shall receive inconsistent or conflicting requests and indemnity from two or more groups of Owners, each representing less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

(k) Except as otherwise especially provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any Bond or to the Authority or any other person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish same unless obligated or required to do so by express provisions hereof.

(l) The Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture.

(m) Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. In addition, unless the Trustee shall have been notified in writing by the Authority that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) conclusively relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section and (ii) filing any continuation statements in the same filing offices as the initial

filings were made. The Trustee shall cause to be filed a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Bonds which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. The Authority shall be responsible for the reasonable costs and expenses (including reasonable attorney's fees, costs and expenses, if any) incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(o) Before taking any action under this Indenture relating to an Event of Default or in connection with its duties under this Indenture other than making payments of principal and interest on the Bonds as they become due or causing an acceleration of the Bonds whenever required by the Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses (including reasonable attorney's fees, costs and expenses) to which it may be put and to fully protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken.

(p) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(q) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(r) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Authority by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written

instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties."

Section 8.02 Reliance by Trustee. To the extent not prohibited by this Article, the Trustee may conclusively rely, and shall be fully protected in acting upon, any letters of instruction, statements, certificates, certified resolutions, opinions, notices, consents, orders, appraisals, reports, policies, bonds or other papers or documents believed by it to be genuine and to have been signed or presented to it by the proper person or persons, and the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in good faith and in conformity with the opinion of such counsel. Notwithstanding the foregoing, upon receipt by the Trustee of documents furnished to it by the Authority which are specifically required to be delivered under this Indenture, the Trustee shall examine the same to determine whether they conform to the requirements of this Indenture, however, the Trustee shall have no obligation to analyze the same or evaluate their substance.

Section 8.03 Certificate of the Authority as Proof. Whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, then, in the absence of bad faith on the part of the Trustee, and unless other evidence in respect thereof be herein specifically prescribed, and unless an Event of Default hereunder, to the knowledge of the Trustee, shall have occurred and be continuing, such matter may be deemed to be conclusively proved and established by a certificate of the Authority, executed by the Chairman of the Authority and delivered to the Trustee, and such certificate shall be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture in reliance thereon.

Section 8.04 Trustee May Own Bonds. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds or other certificates or evidences of ownership or pledge thereof issued hereunder, with the same rights it would have if it were not the Trustee.

Section 8.05 Compensation of Trustee. The Authority shall pay to the Trustee all reasonable fees, charges and expenses of the Trustee (including the reasonable fees, charges and expenses of its agents and counsel) for the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, including the ordinary and extraordinary services performed by the Trustee under this Indenture. Whenever the Trustee incurs expenses or renders services in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation of such services are intended to constitute expenses of administration under any bankruptcy or insolvency law or law relating to creditors' rights generally.

Section 8.06 Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owners of a majority in principal amount of the Bonds then Outstanding and delivered to the Trustee, with notice thereof given to the Authority.

Section 8.07 Resignation of Trustee. The Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice to the Authority and by providing written notice to the Owners of its intended resignation at least sixty (60) days in advance thereof. Such notice shall specify the date on which such resignation shall take effect and shall be sent by first class mail, postage prepaid to each Registered Owner of Bonds. Resignation by the Trustee shall not take effect unless and until a successor to such Trustee shall have been appointed as hereinafter provided.

Section 8.08 Appointment of Successor Trustee. In case the Trustee hereunder shall resign, or shall be removed or dissolved, or shall be in the course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under control of any public officer or officers or a receiver appointed by a court, a successor may be appointed by the Owners of a majority in principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by such Owners or their duly authorized representatives and delivered to the Trustee, with notice thereof given to the Authority; provided, however, that in any of the events above mentioned, the Authority may nevertheless appoint a temporary Trustee to fill such vacancy until a successor shall be appointed by the Owners in the manner above provided, and any such temporary Trustee so appointed by the Authority shall immediately and without further act be automatically succeeded by the successor to the Trustee appointed by the Owners. The Authority shall provide written notice to the Owners of the appointment of any successor Trustee, whether temporary or permanent, in the manner provided in the preceding Section of this Indenture for providing notice of the resignation of the Trustee. Any successor Trustee or temporary Trustee shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Texas duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than $100,000,000.

In the event that no appointment of a successor Trustee is made by the Owners or by the Authority pursuant to the foregoing provisions of this Section at the time a vacancy in the office of the Trustee shall have occurred, the Owner of any Bond issued hereunder or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Trustee.

Section 8.09 Powers of Successor Trustee. Each successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor Trustee shall, nevertheless, on the written request of the Authority, execute and deliver an instrument acceptable to the predecessor Trustee transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder. Each predecessor Trustee shall promptly deliver all properties, securities and moneys held by it to its successor; provided, however, that before any such delivery is required or made, all proper fees, advances and expenses of the predecessor Trustee shall be paid in full. Should any deed, conveyance or instrument in writing be required from the Authority by any successor Trustee for properties, rights, powers, trusts, duties and obligations hereby vested

or intended to be vested in the predecessor Trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Trustee, appointing a successor Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Article shall, at the expense of the Authority, be properly filed or recorded and a copy thereof shall be filed with such successor Trustee, together with a statement showing such filing or recordation.

Section 8.10 Merger, Conversion or Consolidation of Trustee. Notwithstanding any provision hereof to the contrary, any corporation or association into which the Trustee may be merged or converted, or with which it may be consolidated, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, shall be the successor Trustee under this Indenture without the execution or filing of any instrument or any other act on the part of any of the parties hereto.

Section 8.11 Funds Transfer. If any payment is to be made by the Trustee to the Authority or its designee by funds transfer, the Authority agrees to enter into an agreement concerning funds transfer instructions in a form to be provided by the Trustee. Until the Authority executes such an agreement, the Trustee shall not be required to make any payment under the Indenture to the Authority or its designee by funds transfer.

[END OF ARTICLE VIII]

ARTICLE IX

MODIFICATION OF INDENTURE

Section 9.01 Supplemental Indentures Not Requiring Consent of Owners of the Bonds. The Authority and the Trustee may, without the consent of the Owners of any of the Bonds, enter into one or more supplemental indentures, which shall form a part hereof, for any one or more of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the Owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners of the Bonds or the Trustee or either of them;

(c) to subject to the lien of this Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any supplemental indenture in such manner as to provide further assurances that (i) interest on the Bonds issued as tax-exempt bonds will, to the greatest extent legally possible, be excludable from gross income for federal income tax purposes or (ii) the Bonds issued as taxable will continue to be taxable;

(e) to obtain bond insurance for any Bonds;

(f) to provide for one or more Reserve Fund Surety Policies; and

(g) to permit the assumption of the Authority's obligations hereunder by any other entity that may become the legal successor to the Authority;

provided, however, that no provision in such supplemental indenture shall be inconsistent with this Indenture or shall impair in any manner the rights of the Owners of the Bonds.

Section 9.02 Supplemental Indentures Requiring Consent of Owners of the Bonds. Except as otherwise provided in the preceding Section, any modification, change or amendment of this Indenture may be made only by a supplemental indenture adopted and executed by the Authority and the Trustee with the consent of the Owners of not less than the separate majorities of both the aggregate principal amount of the Senior Lien Bonds then Outstanding unless it is determined that such modification, change or amendment affects only the Senior Lien Bonds in which case it would only require the consent of the owners of not less than a majority of the aggregate principal amount of the Bonds so affected.

Notwithstanding the preceding paragraph of this Section, no modification, change or amendment to this Indenture shall, without the consent of the Owner of each Bond so affected, extend the time of payment of the Principal Installments or interest thereon, or reduce the Principal Installments or premium, if any, thereon, or the rate of interest thereon, or make the Principal Installments or interest thereon payable in any coin or currency other than that hereinbefore provided, or deprive such Owner of the lien hereof on the revenues pledged

hereunder. Moreover, without the consent of the Owner of each Bond then Outstanding, no modification, change or amendment to this Indenture shall permit the creation of any lien on the revenues pledged hereunder equal or prior to the lien hereof, or reduce the aggregate principal amount of Bonds, the Owners of which are required to approve any such modification, change or amendment of this Indenture.

Section 9.03 Consents. Consents required pursuant to this Article shall be valid only if given following the giving of notice by or on behalf of the Authority requesting such consent, setting forth the substance of the supplemental indenture in respect of which such consent is sought and stating that copies thereof are available at the office of the Trustee for inspection, to the Owners of Senior Lien Bonds whose consent is required in accordance with the provisions of this Article. Such notice shall be given by sending such notice by first-class mail, postage prepaid, to the registered Owners of such Bonds. Any consent or other action by an Owner of any Bond in accordance with this Article shall bind every future owner of the same Bond and the Owner of any Bond issued in exchange therefor or in lieu thereof.

[END OF ARTICLE IX]

ARTICLE X

DEFEASANCE

Section 10.01 Defeasance.

The Authority reserves the right to discharge and defease its obligations with respect to any Bonds in any manner now or hereafter permitted by the laws of the State.

Without limiting the provisions of subsection (a), the Authority may discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest on, and redemption premium (if any) thereon:

(i) by depositing with the applicable paying agent/registrar for such Bonds cash in an amount equal to the principal amount of and interest on, the Maturity Amount and redemption premium, if any, on such Bonds plus interest thereon to the date of maturity or redemption, or

(ii) by depositing either with the applicable paying agent/registrar for such Obligations or with any entity qualifying to receive such funds under Chapter 1207, Texas Government Code, as amended (or its successor), pursuant to an escrow or trust agreement, cash and/or any obligation authorized under State law to be deposited for the payment or redemption of the such Bonds, in principal amounts and maturities and bearing interest at rates sufficient, based upon a verification report of an independent nationally recognized certified public accountant, to provide for the timely payment of the principal amount of or the Maturity Amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption.

Upon a deposit in accordance with paragraph (i) or (ii) above and obtaining a defeasance opinion from nationally recognized bond counsel, such Bonds shall no longer be regarded as being Outstanding or unpaid.

In case any Bonds are to be redeemed on any date prior to their maturity, the Authority shall give to the applicable paying agent/registrar instructions to give notice of redemption of said Obligations to be so redeemed in the manner required in the Supplemental Resolution or Supplemental Resolutions authorizing such Obligations. For any Bonds not to be redeemed or paid in full within the next succeeding sixty (60) days from the date of deposit provided for in this Section 10.01, the Authority shall give the applicable paying agent/registrar, in form satisfactory to it, irrevocable instructions to mail, by certified mail, a notice to the Registered Owner of each such Obligation that the deposit required by this Section has been made and that said Obligations are deemed paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal amount and redemption premium (if any) on such Obligations plus interest thereon to the date of maturity or redemption. Any failure, error or delay in giving such notice shall not affect the defeasance of such Obligations.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Proof of Execution of Writings and Ownership. Any instrument provided in this Indenture to be signed or executed by the Owners of all or any portion of the Bonds may be in any number of writings of similar tenor and may be signed or executed by such Owners in person or by their duly authorized representatives. Proof of the execution of any such instrument, or of the writing appointing any such agent, or of the ownership of any Bond, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Authority and the Trustee with respect to any actions taken by either under such instruments if:

(a) the fact and date of the execution by any person of any such instrument is proved by (i) a certificate of any officer of any jurisdiction who by law has power to take acknowledgments of deeds within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or (ii) an affidavit of a witness of such execution; and

(b) the ownership of any Bond registered as to both principal and interest is proved by the registration books kept by the Paying Agent/Registrar.

Section 11.02 Benefits of Indenture. The covenants, stipulations and agreements contained in this Indenture are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Owners of the Bonds, and nothing in this Indenture expressed or implied shall be construed to confer upon or give to any other person any right, remedy or claim under or by reason of this Indenture.

Section 11.03 No Individual Liability. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any member of the Board of Directors of the Authority or any officer, agent, employee or representative of the Authority in his individual capacity, and neither the officers, agents, employees or representatives of the Authority nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability or accountability by reason of the issuance thereof, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the execution of this Indenture, the adoption of the Bond Resolutions and the issuance of the Bonds.

Section 11.04 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Indenture to be given to or filed with the Trustee or the Authority shall be deemed to be effective for all purposes of this Indenture if and when sent by (i) personal delivery, to the persons designated below at the address designated below, (ii) registered or certified mail, postage prepaid, to the address specified below or (iii) facsimile transmission to the number specified below with confirmation of receipt by telephone, or to such other person, at such other address or to such other number as may be designated in writing by the parties:

Trustee: [ ]

Authority: Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, Texas 78596
Telephone: 956.969.5822
Facsimile: 956.969.5821

Section 11.05 Governing Law. This Indenture shall be governed in all respects, including validity, interpretation and effect, by, and shall be enforceable in accordance with, the laws of the State of Texas without regard to conflict of law principles.

Section 11.06 Severability. If any provision of this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Bonds, the Bond Resolutions or in this Indenture shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Section 11.07 Successors and Assigns. This Agreement shall be binding upon the Authority and the Trustee and their successors and assigns.

Section 11.08 Execution in Several Counterparts. This Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Chairman, Board of Directors

ATTEST:

By:_____
Secretary, Board of Directors

[_____]

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

(SEAL)

PRICING CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
VEHICLE REGISTRATION FEE

SENIOR LIEN VEHICLE REGISTRATION FEE
REVENUE AND REFUNDING BONDS
SERIES 2013
(the "Bonds")

THIS PRICING CERTIFICATE is executed as of August [20], 2013 by the members of the Pricing Committee (as defined in the Resolution) pursuant to the authorization contained in those certain Bond Resolution of the Hidalgo County Regional Mobility Authority (the "Authority"), adopted on July 24, 2013 (the "Resolution"), authorizing the issuance of the Bonds (collectively, the "Bonds"), and delegating to the undersigned the authority to agree to, stipulate and determine certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Resolution and that certain Indenture of Trust, dated August 1, 2013, by and between the Authority and [_____], as trustee (the "Indenture").

Bonds

1. Principal Amount, Numbers, Interest Rates and Maturities. The Bonds shall be issued in the total authorized principal amount of $[ ].

   $[ ] [ ]% Term Bonds due [ ], 20[ ] – Yield [ ]%

2. Optional Redemption:

   The Bonds maturing from September 1, 20[ ] to September 1, 20[ ] are subject to optional redemption, in whole or in part from time to time, in integral multiples of $5,000, on September 1, 20[ ], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

3. Mandatory Redemption.

   (a) The Term Bond maturing in the year 20[ ] will be issued as a term bond and shall be subject to mandatory redemption at a redemption price equal to par plus accrued interest on the principal amounts for redemption to the date fixed for redemption as described below.

Term Bond maturing September 1, 20[ ]

Mandatory Redemption Date (September 1)	Principal Amount

5. Purchase Price. It is hereby found and declared that the sale of the Bonds pursuant to the Bond Purchase Agreement at the price described below is on the best terms and at the best prices reasonably obtained by the Authority.

PRINCIPAL AMOUNT	$
Plus Net Premium	
Less Underwriter's Discount	
PURCHASE PRICE	$

6. Form of Bond. Pursuant to Section 3.3 of the Resolution, the Form of Bond set forth in Exhibit A hereto is hereby approved.

7. Debt Service Reserve Fund. Pursuant to Section [7.2] of the Resolution and in compliance with the provisions of the Indenture, proceeds from the Bonds in the amount of $[ ] are deposited into the Series 2013 Debt Service Reserve Account.

8. Pursuant to Section 3.4 of the Resolution, we hereby further find and determine that:

   (a) the Senior Lien Bonds, separately, have true interest costs of not greater than [8.00]% per annum;

   (b) none of the Bonds bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended; and

   (c) the aggregate principal amount of the Bonds equal an amount sufficient to fund the Project Costs.

   (d) [the Authority [has/will purchase(d) a bond insurance policy or Reserve Fund Surety Policy because such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy].

10. The undersigned hereby find, determine and declare, that in accordance with the requirements of the Resolution, this Pricing Certificate complies with and satisfies the terms and provisions of the Resolution in accordance with the delegation contained therein.

WITNESS OUR HANDS this August ___, 2013.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____

_____

EXHIBIT A TO PRICING CERTIFICATE

FORM OF BOND

#3949858

Exhibit A
to the
Pricing Certificate

FORM OF BOND

(a) The Bonds shall be issued in substantially the following forms, with such omissions, insertions and variations as may be permitted or required pursuant to the terms of the Resolution and the Pricing Certificate:

REGISTERED
NUMBER R-_____

REGISTERED
PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN VEHICLE REGISTRATION FEE
REVENUE AND REFUNDING BONDS, SERIES 2013*

INTEREST RATE:	STATED MATURITY DATE:	ISSUANCE DATE	CUSIP NO:
_____	_____	_____	_____

Registered Owner:

Paying Agent/Registrar: [_____]

The Hidalgo County Regional Mobility Authority (the "Authority"), a body politic and corporate and political subdivision of the State of Texas organized under Chapter 370, Texas Transportation Code, as amended, for value received, promises to pay to the Registered Owner (identified above), or registered assigns, on the Stated Maturity Date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest thereon from the Issuance Date at the per annum Interest Rate specified above and on the dates set forth herein. Each capitalized term not defined herein shall have the meaning ascribed to such term in the Resolution (defined below) or the Indenture of Trust between the Authority and the Trustee dated August 1, 2013 (the "Indenture").

* Insert Series or Subseries designation, as applicable.

The principal and the redemption price of this Bond is payable without exchange or collection charges upon surrender to the Paying Agent/Registrar identified above (or any successor thereto, the "Paying Agent/Registrar"). The interest on this Bond shall be paid semi-annually on each September 1 and March 1, beginning March 1, 2014, (each such day of payment, an "Interest Payment Date") by check mailed to the person in whose name this Bond is registered (the "Bond Owner" or as to Bonds collectively, the "Bond Owners") at the close of business of the "Record Date," which shall be the 15th day of the month immediately preceding the Interest Payment Date, in the bond register maintained by the Paying Agent/Registrar, at the address shown in the bond register (the "Record Address") or at such other address as is furnished in writing by the Bond Owner to the Paying Agent/Registrar. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Bond Owner of record of an affected Bond on the special Record Date.

This bond is one of a series of fully registered bonds (the "Bonds" or, as to any of the Bonds individually, a "Bond") issued under the authority of Chapters 370 and 502, Texas Transportation Code (collectively, the "Authorizing Law"), as amended, in the initial aggregate principal amount of $_____.

The Bonds have been issued pursuant to a certain resolution of the Authority (together with any amendments, the "Resolution") for the purpose of (i) paying the Project Costs, (ii) establishing a Debt Service Reserve Fund, (iii) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law, and (iv) refunding, defeasing and cancelling the Line of Credit. The Bonds are issued as current interest bonds which pay accrued interest at stated intervals to the Bond Owners. The Bonds are issued in denominations of $5,000 or any integral multiple thereof ("Authorized Denominations"), dated September 1, 2013 (the "Dated Date") and numbered consecutively from one upward or as otherwise determined by the Paying Agent/Registrar.

Any Bond Owner may arrange with the Paying Agent/Registrar for payment, at such Bond Owner's risk and expense, in a different manner that is mutually acceptable. Payment will be made in lawful money of the United States of America.

The Resolution authorizes the Bonds to be administered under a book-entry system (any such Bonds, "Book-Entry Bonds"). Payments on any Book-Entry Bond shall be made in accordance with the book-entry arrangements authorized by the Authority.

Any time payment is due on the Bonds on a day that is not a "Business Day" (as defined in the Indenture), such payment may be made on the first Business Day occurring after such due day (without any interest accruing on such payment from such day). Any unpaid interest on the Bonds shall be due and be paid at maturity.

Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on any overdue payment on any Bond, to the extent permitted by law, shall accrue at the interest rate borne by such Bond.

The Bonds shall mature on September 1 of the years and in the principal amounts and bear interest at the per annum rates as follows:

Year	Principal Amount($)	Interest Rate (%)	Year	Principal Amount ($)	Interest Rate (%)
20__[1]					
20__[2]					
20__[2]					
20__[3]					

THE BONDS MAY BE REDEEMED IN PART ONLY IN AUTHORIZED DENOMINATIONS. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver for exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

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

IF LESS THAN ALL BONDS OF A STATED MATURITY are called for redemption, the Bonds to be called for redemption within such Stated Maturity shall be selected by lot or other customary random method selected by the Paying Agent/Registrar.

UNLESS WAIVED BY THE OWNER, NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the Registered Owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar at the close of business on the Business Day next preceding the date of mailing. Such notice shall state the redemption date, the redemption price, the place at which such

[1] THE BONDS maturing in the years _____ and _____ are not subject to redemption prior to maturity.

[2] THE BONDS maturing in the years _____ and _____, are subject to redemption prior to maturity at the option of the Authority, in whole or in part in Authorized Denominations, in such manner as the Authority may select, on [_____] or on the date fixed for redemption, at a price equal to par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the Authority shall determine the amounts and maturities thereof to be redeemed.

Bonds are to be surrendered for payment and, if less than all the Bonds outstanding are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. So long as the Bonds remain Book-Entry Bonds, the Authority shall only be required to mail such notice of redemption to the Securities Depository (or its nominee).

NOTICE OF REDEMPTION HAVING BEEN GIVEN as provided above will be conclusively presumed to have been duly given, whether or not the Bond Owner receives such notice by the date fixed for redemption, and due provisions shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption, in whole or in part, and notice of redemption has been given as herein provided, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE by the Bond Owner, in person or by attorney duly authorized in writing, upon presentation and surrender of this Bond for transfer to the Paying Agent/Registrar and payment of the charges and subject to the conditions provided in the Resolution. Upon such a transfer, a new Bond or Bonds in the same aggregate principal amount, tenor and interest rate will be issued to the designated transferee. Notwithstanding any notice to the contrary, the Paying Agent/Registrar or any transfer agent may deem the transferee for all purposes to be the absolute owner of a transferred Bond. This Bond may be exchanged for Bonds of like tenor and aggregate principal amounts in authorized denominations upon payment of the charges and subject to the conditions provided in the Resolution. The Paying Agent/Registrar will not be required to transfer or exchange any Bond:

(1) between a Record Date and the related Interest Payment Date;

(2) during the 30-day period preceding the maturity date of such Bond; or

(3) which has been selected for redemption in whole or in part.

For so long as this Bond is a Book-Entry Bond, the Securities Depository (or its nominee) shall be treated as the Bond Owner for purposes of the Resolution and any transfer, exchange or replacement of this Bond shall occur on the books and records of such Securities Depository. Further, and so long as this Bond is a Book-Entry Bond, the Authority or any separate Paying Agent/Registrar shall give all notices to the Bond Owner required by the Resolution by mail to the Securities Depository only and not to any other Person.

A surrender of this Bond to the Paying Agent/Registrar shall be made at the Paying Agent/Registrar's principal corporate trust office located in the city specified above in this Bond or, if the Authority is the Paying Agent/Registrar, at its principal business office located in Austin, Texas.

Reference is made to the Resolution, a copy of which is on file with the Authority, concerning the security for the Bonds, the respective rights and obligations of the Authority and the Bond Owners thereunder, and the other stipulations and covenants with respect to the Bonds. The Resolution may be amended upon compliance with the provisions thereof governing such amendment. By accepting this Bond, the Bond Owner hereof consents to the provisions of the Resolution.

Neither the officers, employees, or agents of the Authority nor any person executing the Bonds shall be subject to any personal liability because of the issuance thereof.

The Authority certifies that all conditions required to be satisfied for the lawful issuance of the Bonds have been satisfied. This Bond shall not be valid or be entitled to any benefit of the Resolution unless the Certificate of Authentication appearing hereon has been executed by the Paying Agent/Registrar.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name by the manual or facsimile signature of the Chair of the Authority, countersigned manually or in facsimile by the Secretary, and the Authority has caused its seal or a facsimile thereof to be affixed to this Bond.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Chair

_____
Secretary

[SEAL]

(Form of Certificate of Authentication)

[The Certificate of Authentication shall be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution and this Bond has been issued in exchange for or replacement of a Bond, Bonds, or portion of a Bond or Bonds of the above entitled and designated series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date:_____

_____
[_____],
as Paying Agent/Registrar

_____
By: Authorized Signatory

* * *

(Form of Registration Certificate of the Comptroller)

[This Registration Certificate of the Comptroller shall be deleted from Bonds that are authenticated by the Paying Agent/Registrar.]

OFFICE OF THE COMPTROLLER		
OF PUBLIC ACCOUNTS	§	REGISTERED NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and found that this Bond has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding general obligation of the State of Texas and that this Bond has been registered this day by me.

Witness my hand and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

* * *

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee) _____ insert social security or other identifying number of transferee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Date:_____

Signature guaranteed by:

Signature of Bond Owner:

NOTE: Signature must be guaranteed by a commercial bank or trust company or by a member firm of a registered national securities exchange.

NOTICE: The signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or change whatsoever.

* * *

(b) The Initial Bonds shall be in substantially the form set forth in Paragraph (a) above of this Exhibit A, with the following alterations:

(1) the Initial Bond shall be numbered "[TR-1]";

(2) in the second-to-last paragraph of the Bond Form, delete "Certificate of Authentication appearing hereon has been executed by the Paying Agent/Registrar" and substitute therefor "registration certificate of the Comptroller of Public Accounts appearing hereon has been executed";

(3) a statement or legend as may be required under any Book-Entry System with respect to the Bonds;

(4) such other changes in the Bond Form as are necessary to effect the issuance of the Initial Bond and are approved by the Authority (which approval may be given on the Authority's behalf by the authorizing officers of the Authority executing the Initial Bond, which execution shall evidence such approval); and

(5) in the Initial Bond, the text immediately under the title of the Bond through the end of the first paragraph shall read as follows:

"INTEREST RATE: As Shown Below on page [3]

STATED MATURITY DATE: As Shown Below on page [3]

ISSUANCE DATE: _____

CUSIP NO.: . . . . . .

Registered Owner:

Paying Agent/Registrar: [_____]

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest thereon from the Issuance Date at the per annum Interest Rate specified above and on the dates set forth herein."

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

2. Agenda Item: **RESOLUTION 2013-31 – APPROVAL OF A INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR ADVANCE PROJECT DEVELOPMENT OF STATE HIGHWAY 365 PHASE II FROM FROM 396 (ANZALDUAS HIGHWAY) TO FM 1016 (CONWAY AVENUE)**

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

   Consideration and approval of an interlocal agreement with the City of Mission for the City to provide advance project development services for State Highway 365 Phase II Project from FM 396 to FM 1016. City of Mission will advance funding for the work and will be reimbursed by the HCRMA at $200,000 per year for up to ten years.

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

4. Budgeted: ___ Yes X No ___ N/A

   Funding Source: Overweight Truck Permit Revenues

6. Staff Recommendation**: Motion to approve Resolution 2013-31 – Approval of an Interlocal Agreement with the City of Mission for advance project development services for State Highway 365 Phase II Project from FM 396 to FM1016 as presented.**

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

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

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

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

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of Interlocal Agreement with City of Mission for Advance Project Development of SH 365 Phase II Project from FM 396 to FM 1016**

Background
On September 20, 2012, the HCRMA Board of Directors approved an interlocal agreement with the City of Mission for the Environmental Clearance of SH 365 from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue). The City of Mission provided approximately $344,000 to fund professional services to environmentally clear this segment in coordination with SH 365 from FM 396 to US 281/Military Highway. The HCRMA agreed to reimburse the City of Mission the cost of the environmental clearance once a Finding of No Significant Impact was issued by the Texas Department of Transportation and/or the Federal Highway Administration.

Goal
In order to further advance project development on SH 365 Phase II, the City of Mission has offered (correspondence attached) to be the lead agency for this segment, which allows the HCRMA to focus on SH 365 Phase I and the International Bridge Trade Corridor (IBTC). The City of Mission has agreed to fund the advance project development contingent on the HCRMA reimbursing approximately 50% of the work. Additionally, the City of Mission has agreed to actively pursue funding for construction for this segment.

Staff proposes to reimburse this work from the net revenues generated from the Overweight Truck Permit Program. It is proposed that the HCRMA reimburse the City $200,000 per year for up to ten (10) years. The Overweight Truck Permit Program is estimated to be operational in late October 2013, with revenues collected in 2014 and the first reimbursement to the City at the beginning of the fiscal year in 2015.

Under provisions in the proposed agreement, the HCRMA would be required to approve all the scope of work, supervise the work in progress and approve the final work product produced by the City. Work under the agreement would include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Options
The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for this project.

Recommendation
Based on review by this office, **approval of Resolution 2013-31 – Approval of an Interlocal Agreement with the City of Mission for advance project development services for State Highway 365 Phase II Project from FM 396 to FM 1016 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 31

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR ADVANCE PROJECT DEVELOPMENT OF STATE HIGHWAY 365 PHASE II PROJECT FROM FM 396 TO FM 1016

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396;

WHEREAS, on September 20, 2012 the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016;

WHEREAS, the October 18, 2012 the Authority entered into an interlocal agreement with the City of Mission and the Mission Redevelopment Authority to fund Advance Project Development of the segment of SH 365 from FM 396 to FM 1016, which included environmental clearance and preliminary engineering; and

WHEREAS, the City of Mission has agreed to and has the necessary capacity and expertise to further Advance Project Development for the SH 365 Phase II Project from FM 396 to FM 1016, which includes utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of Mission agrees to the terms and conditions in the interlocal agreement; and

WHEREAS, the City of Mission agrees to coordinate with the Authority and actively pursue funding for construction of Authority projects; and

WHEREAS, the Authority will reimburse the City of Mission $200,000 per year from the net Overweight Truck Permit Fees for up to ten (10) years provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of Mission and authorizes the City of Mission as the lead agency for Advance Project Development of SH 365 Phase II Project from FM 396 to FM 1016, subject to provisions in the interlocal agreement hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the interlocal agreement and reimburse the City of Mission $200,000 per year from net Overweight Truck Permits Fees, provided fees are available, beginning in HCRMA fiscal year 2015 and for up to ten (10) years.

*****

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 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF MISSION AND MISSION REDEVELOPMENT AUTHORITY FOR ADVANCE PROJECT DEVELOPMENT OF SH 365 PHASE II
FROM FM 396 TO FM 1016

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the XX of DATE, 2013 (the "Effective Date"), by and between the **CITY OF MISSION**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Mission
Martin Garza
City Manager
1201 E. 8th Street
Mission, Texas 78572

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the City has requested that the Authority partner with the City to further advance Phase II of the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue); and

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

WHEREAS, the City has the professional and technical expertise necessary to prosecute the development of the Project, including utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the HCRMA has the financial resources necessary to provide funding to the City for such work;

WHEREAS, the Parties have agreed that the City's prosecution of the development of the Project would expedite the delivery of the Project to the HCRMA and the region; and

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

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

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

CITY OF MISSION

_____
Norberto Salinas, Mayor
Date: _____

Attest**:**

_____
Anna Carrillo, City Secretary

Approved as to form:

_____
Name, City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of Mission, a home rule municipality.

"**Governing Board**" means the City Council of the City of Mission.

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

"**Project**" means State Highway 365 Phase II from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).

II. DUTIES OF THE HCRMA

A. Advance Project Development

The HCRMA shall participate with the cost to advance the project development of the Project. HCRMA will participate only in the costs associated with purchase of right of way. The City shall be responsible for all costs associated with development of PS&E and right of way acquisition services and land purchase up to the committed amount. Refer to Exhibit A.

1. The HCRMA will reimburse $200,000 per year for advance project development. The first reimbursement will be due at the beginning of the HCRMA 2015 fiscal year.
2. A description of anticipated costs for the Advance Project Development Work And Responsible Party for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the HCRMA under this Agreement shall only be used for the purchase of the land for the required right of way portion of the Advance Project Development Cost of the Project. The City will submit quarterly

reports on the work completed to date to the HCRMA.

4. The HCRMA shall approve the scope of work for all services, supervise the performance of all services and approve all final work products related to the Advance Project Development for the Project. Supervision and approval of the work will be conducted by the HCRMA's Program Management Consultant of record.

III. DUTIES OF CITY

A. Performance of Services

To the extent the City procures professional services for Advance Project Development Work, the City agrees to abide by all state and federal procurement guidelines for such services. The City shall perform all services related to the Advance Project Development for the Project to a standard that is acceptable to the HCRMA, the Texas Department of Transportation and the Federal Highway Administration.

B. Audit

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

E. Public Information Requests

At the request of the HCRMA, the City will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

This Agreement supercedes the prior interlocal agreement and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof. The responsibility of The Advance Project Development Cost is outlined in Exhibit A.

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Texas Department of Transportation.

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

L. Legislative Action

The Authority is subject to the actions of the Texas Legislature and the United States Congress. If the Authority and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the services to be provided under this Agreement impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this Agreement, Authority may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of Authority, the State of Texas and the United States.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR STATE HIGHWAY 365 PHASE II FROM FM 396 (ANZALDUAS HIGWAY) TO FM 1016 (CONWAY AVENUE)

Exhibit A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMETN COST AND ASSOCIATED RESPONSIBLE PARTIES FOR STATE HIGHWAY 365 PHASE II FROM FM 396 (ANZALDUS HIGHWAY) TO FM 1016 (CONWAY AVENUE)

No.	Advance Project Development Task	Agency Responsibility	Estimated Cost
1	Environmental	HCRMA	Included in Previous SH365 Atkins Contract with HCRMA
2	Route Studies/Pavement Design Schematic/Assist in Public Involvement/Coordination/Utilities/Drainage Study	HCRMA	Included in Previous SH365 L&G SW No. 1 to WA No. 1
3	Public Involvement	HCRMA	By HCRMA PMC
4	Development of PS&E Package/ Railroad Permit	City of Mission	$1,800,000.00
5	Engineering Service Fee for Offsite Drainage Outfalls Outside SH 365 R.O.W.	City of Mission	$200,000.00
6	Surveying Services for R.O.W. Strip Map and Individual Parcel Maps	HCRMA	Included in Previous SH365 DOS Logistics Survey Contract
7	R.OW. Acquisition Services	City of Mission	$350,000.00
8	Land cost for R.O.W. (Partial)	HCRMA	Up to $2,000,000.00
9	Land Cost for R.O.W. to complete City of Mission Commitment	City of Mission	$150,000.00
10	Remaining Land Cost	HCRMA (Future)	$3,050,000.00 (No budget identified)
11	Utility (Compensable)/Offsite Drainage Outfalls	HCRMA (Future)	$1,450,000.00 (No Budget Identified)
12	Program Management/Construction Management/Inspection/Material Testing/Toll Consultants/T&R Studies	HCRMA (Future)	$3,550,000.00 (No Budget Identified)
Grand Total			
Total Funded with this Agreement	Total Advanced Project Development Cost	HCRMA City of Mission	$2,000,000.00 $2,500,000.00
Total Not Funded	Total Not Funded	HCRMA	$8,050,000.00

Assumptions:

1.) Project Construction Cost (2013 Dollars)	**$28,800,000.00**
2.) Projected Construction Cost (2016 Dollars)	**$30,200,000.00**
3.) Total Project Cost shortfall if let with SH 365 (Phase I)(2016)	**$38,250,000.00**

EXHIBIT B
MAP OF PROJECT

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 200 McALLEN, TX 78504 (956)682-3677

SH 365 PH 2 LOCATION MAP

For Interim Review and Not Intended for Construction, Bidding, or Permit Purposes.

Legend

- SH 365 PH I
- SH 365 PH II

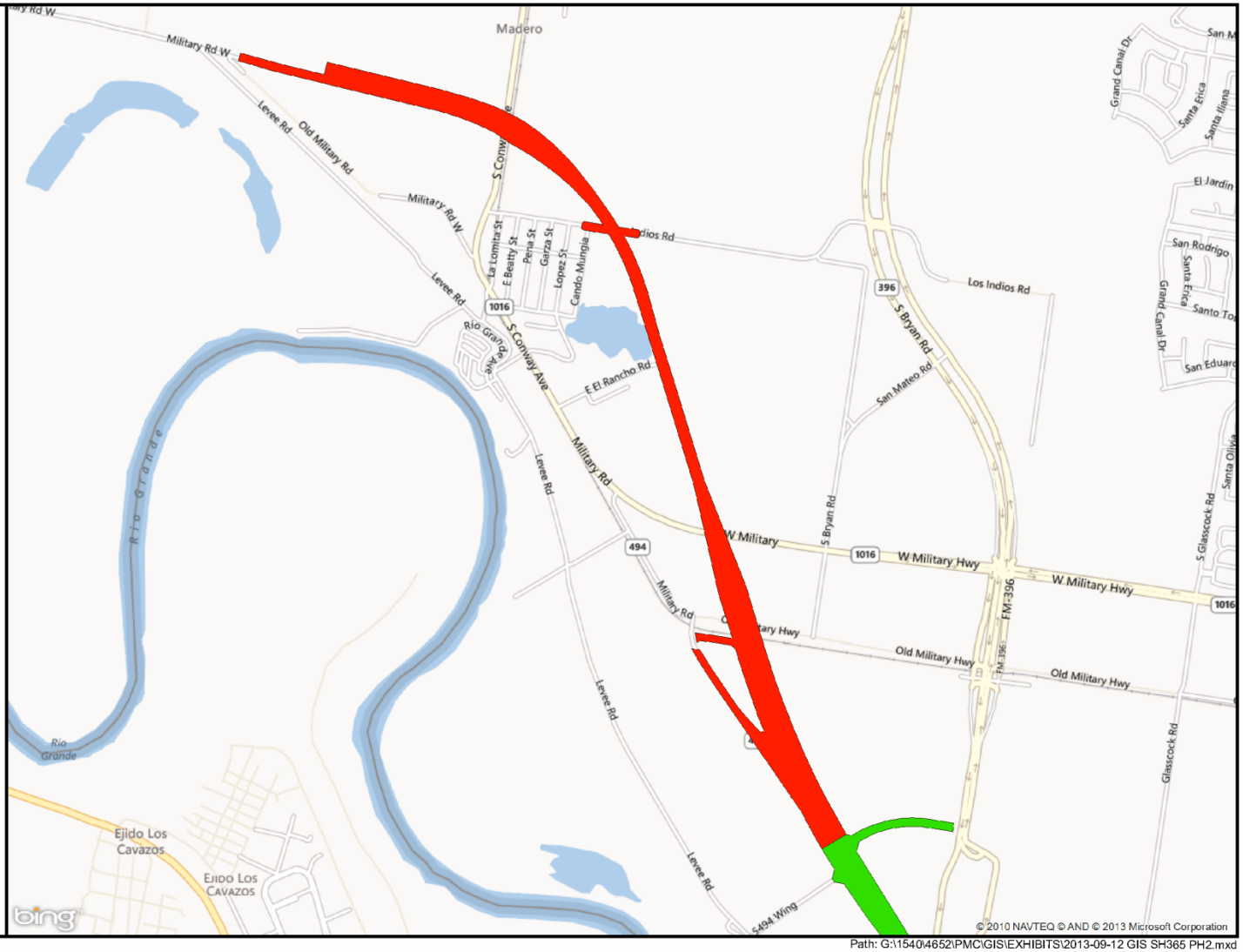
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E. DAVILA

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Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2013 – 32 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF EDINBURG FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of an interlocal agreement with the City of Edinburg to provide the HCRMA with $25,000 per year for up to ten (10) years to fund advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: General Fund

5. Staff Recommendation**: Motion to approve Resolution 2013-32 – Approval of an Interlocal Agreement with the City of Edinburg for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of an Interlocal Agreement with the City of Edinburg for Advance Project Development of the International Bridge Trade Corridor and State Highway 68 Projects**

Background
On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

Goal
In order to further advance project development on the IBTC and SH 68 Projects, the City of Edinburg has offered to pledge $25,000 per year for up to ten (10) years. The City of Edinburg recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods and services and has offered to help accelerate work on the projects.

The HCRMA would utilize the funding for work that includes environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Additionally, this pledge is complemented by proposed commitments from cities that include Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco. The aggregate commitments these cities is approximately $1,400,000.

Options
The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for these projects.

Recommendation
Based on review by this office, **approval of Resolution 2013-32 – Approval of an Interlocal Agreement with the City of Edinburg for advance project development for the International Bridge Trade Corridor and State Highway 68 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 32

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF EDINBURG FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D); and

WHEREAS, the City of Edinburg recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the City has offered to help accelerate advance project development on the International Bridge Trade Corridor and State Highway 68 Projects; and

WHEREAS, the Authority has the necessary capacity and expertise to further advance project development for the International Bridge Trade Corridor and State Highway 68 Projects, which include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of Edinburg will participate in the advance project development for the International Bridge Trade Corridor and State Highway 68 in the amount of $25,000 per year for up to ten (10) years, provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of Edinburg for participation with advance project development of the International Bridge Trade Corridor and State Highway 68, hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF EDINBUG FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the 18th of September, 2013 (the "Effective Date"), by and between the **CITY OF EDINBURG**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Edinburg
Ramiro Garza
City Manager
415 W. University Drive
Edinburg, Texas 78540

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to further advance the Projects; and

WHEREAS, the development of the Projects would improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Projects, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the City has the financial resources necessary to provide funding to the HCRMA for such work;

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Projects would expedite the delivery of the Projects to the City and the region; and

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

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

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

CITY OF EDINBURG

_____
Richard Garcia, Mayor
Date: _____

Attest**:**

_____
Mayra L. Ayala Garza, City Secretary

Approved as to form:

_____
City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of Edinburg, a home rule municipality.

"**Governing Board**" means the City Commission/Council of the City of Edinburg.

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

"**Projects**" certain projects, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D).

II. DUTIES OF THE CITY

A. Advance Project Development Costs

The City shall participate with the cost to advance the project development of the Projects. The costs shall include all expenses associated with Advance Project Development Work.

1. The City will pledge $25,000 annually, for a period of ten (10) years.
2. A description of anticipated costs for the Advance Project Development Work for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the City under this Agreement shall only be used for the Advance Project Development of the Projects.

III. DUTIES OF HCRMA

A. Performance of Services

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work of the Projects, including related legal and project director services. To the extent the HRCMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services.

B. Audit

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

E. Public Information Requests

At the request of the City, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the City. In the event the funds for this agreement are not appropriated, the City is under no obligation to provide the funds.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	6,531,371	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	33,660,142	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	6,975,068	Utility Relocation (including Design)
$	7,672,574	Plans, Specifications and Estimates (Final Design)
$	***54,839,155***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	166,776,286	Total Construction Cost (CC)
$	9,922,695	Construction Management (Management, Inspection, Materials Testing)
$	***176,698,981***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$	***231,538,136***	***Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)***

Construction starting 04/01/2017

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (IBTC (Segs. 1-3))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0010	IBTC (Segs. 1-3)	$ 139,501,352	12.60	$ 166,776,286	4/1/2017	10/1/2019

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost	Paid by Local Funds
Task	**Advanced Planning**								
03	Environmental	0.573%	10/01/13	06/24/16	33	$ 63,492	n/a	$ 800,000	
04	Schem. (+engineering for drain. & util. research)	0.680%	01/01/14	09/01/14	9	$ 75,250	percent	$ 948,150	
06	Survey (aerial+ctrl+topo+corners)		05/16/13	10/01/13	6	$ -	percent	$ -	
07	Survey (ROW strip+parcel maps)	0.649%	10/01/13	06/01/14	9	$ 71,841	percent	$ 905,200	
05	Permits	0.179%	10/01/13	06/01/14	9	$ 19,862	percent	$ 250,265	
10	T&R Studies/Projections	0.150%	04/01/15	11/01/15	8	$ 16,607	percent	$ 209,252	
	Subtotal							*$ 3,112,867*	
Task	**Design**								
15	PS&E / Geotech. (less drain.+util. research)	5.500%	10/01/14	10/01/15	13	$ 608,934	percent	$ 7,672,574	
23	Toll Consultant	0.300%	10/01/14	10/01/15	13	$ 33,215	percent	$ 418,504	
22	Utilities (compensable, incld. design)	5.000%	08/01/16	04/01/17	9	$ 553,577	percent	$ 6,975,068	
	Subtotal							*$ 15,066,146*	
Task	**Property Purchase**								
09	ROW Acquisition Svcs (title+appraisal)	1.675%	04/02/14	04/02/15	13	$ 185,397	percent	$ 2,336,000	
09	Purchase ROW	22.454%	05/01/15	10/02/16	18	$ 2,486,043	area	$ 31,324,142	
	Subtotal							*$ 33,660,142*	
Task	**Construction Cost**								
00	Bid Phase (incld. in mgt.)		12/15/16	04/01/17	5	$ -	n/a	$ -	
18	Construction (incld. escalation)		04/01/17	10/01/19	31	$ 13,236,213	n/a	$ 166,776,286	
	Subtotal							*$ 166,776,286*	
Task	**Management**								
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	2.151%	10/01/13	12/15/16	39	$ 238,095	percent	$ 3,000,000	
00	PMC/GEC (Bid Ph to Closeout)	0.450%	12/15/16	10/01/19	35	$ 59,524	percent	$ 750,000	
17	Constr Mgt (Bid Ph to Closeout)	2.500%	12/15/16	10/01/19	35	$ 330,905	percent	$ 4,169,407	
18	Inspection	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
18	Material Testing	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
	Subtotal							*$ 12,922,695*	
	Total Development Cost	**45.261%**	**05/16/13**	**10/01/19**	**78**			**$ 231,538,136**	

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	75,250
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	71,841
4	ROW Acquisition Documents	$	185,397

IV.	Land Cost:			
1	R.O.W. area / mile (a)		48.9	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	2,486,043	/ mile

(a) Based on Section B Land Purchase Estimate minus BSIF, Mil Hwy to FM 3072 and FM 493.

V.	Other Assumptions:				
1	Land cost (per square foot)	$	1.17	/ft^2	
2	Ave Parcels per Mile		23	parcels/mile	
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel	
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile	Includes low level flight
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel	
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel	
7	Tollroad Construction Cost	$	11,071,536	/ mile	

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	7,134,501	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	-	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	10,220,640	Utility Relocation (including Design)
$	11,242,704	Plans, Specifications and Estimates (Final Design)
$	***28,597,845***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	279,277,386	Total Construction Cost (CC)
$	19,549,418	Construction Management (Management, Inspection, Materials Testing)
$	***298,826,804***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$ 327,424,649 Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)

Construction starting 02/01/2022

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (SH 68 (Tolled Mainlanes))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

By TxDOT

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0070	SH 68 (Tolled Mainlanes)	$ 204,412,800	19.90	$ 279,277,386	2/1/2022	10/1/2024

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost
Task	**Advanced Planning**							
03	Environmental (Federal Clearance)	0.500%	08/01/16	12/01/18	29	$ 51,360	n/a	$ 1,022,064
04	Schem. (+engineering for drain. & util. research)	1.000%	08/01/16	05/01/18	22	$ 102,720	percent	$ 2,044,128
06	Survey (aerial+ctrl+topo+corners)	0.400%	08/01/16	04/01/17	9	$ -	percent	
07	Survey (ROW strip+parcel maps)	0.330%	05/01/18	11/01/18	7	$ -	percent	
05	Permits	0.074%	03/01/19	03/01/20	13	$ 7,601	percent	$ 151,265
10	T&R Studies/Projections	0.250%	06/01/19	04/01/20	11	$ 25,680	percent	$ 511,032
	Subtotal							*$ 3,728,489*
Task	**Design**							
15	PS&E / Geotech. (less drain.+util. research)	5.500%	03/01/19	03/01/20	13	$ 564,960	percent	$ 11,242,704
23	Toll Consultant	0.300%	12/01/18	08/01/19	9	$ 30,816	percent	$ 613,238
22	Utilities (compensable, incld. design)	5.000%	01/02/21	10/01/21	10	$ 513,600	percent	$ 10,220,640
	Subtotal							*$ 22,076,582*
Task	**Property Purchase**							
09	ROW Acquisition Svcs (title+appraisal)	0.635%	10/01/18	10/01/19	13	$ -	percent	
09	Purchase ROW	0.000%	03/01/20	03/01/21	13	$ 1,971,733	distance	
	Subtotal							*$ -*
Task	**Construction Cost**							
00	Bid Phase (incld. in mgt.)		10/01/21	02/01/22	5	$ -	n/a	$ -
18	Construction (incld. escalation)		02/01/22	10/01/24	33	$ 14,034,039	n/a	$ 279,277,386
	Subtotal							*$ 279,277,386*
Task	**Management**							
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	1.000%	08/01/16	10/01/21	63	$ 140,340	percent	$ 2,792,774
00	PMC/GEC (Bid Ph to Closeout)	1.500%	10/01/21	10/01/24	37	$ 210,511	percent	$ 4,189,161
17	Constr Mgt (Bid Ph to Closeout)	2.500%	10/01/21	10/01/24	37	$ 350,851	percent	$ 6,981,935
18	Inspection	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
18	Material Testing	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
	Subtotal							*$ 22,342,192*
	Total Development Cost	**21.989%**	**08/01/16**	**10/01/24**	**99**			**$ 327,424,649**

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	102,720
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	-
4	ROW Acquisition Documents	$	-

IV.	Land Cost:			
1	R.O.W. area / mile (a)		38.8	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	1,971,733	/ mile

(a) Based on 300-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 80% of the project and a 400-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 20% to account for bridge areas.

V.	Other Assumptions:			
1	Land cost (per square foot)	$	1.17	/ft^2
2	Ave Parcels per Mile		23	parcels/mile
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel
7	Tollroad Construction Cost	$	10,272,000	/ mile

EXHIBIT B
MAP OF PROJECTS



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
- Other County
- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 3,200 6,400 12,800

Feet

N

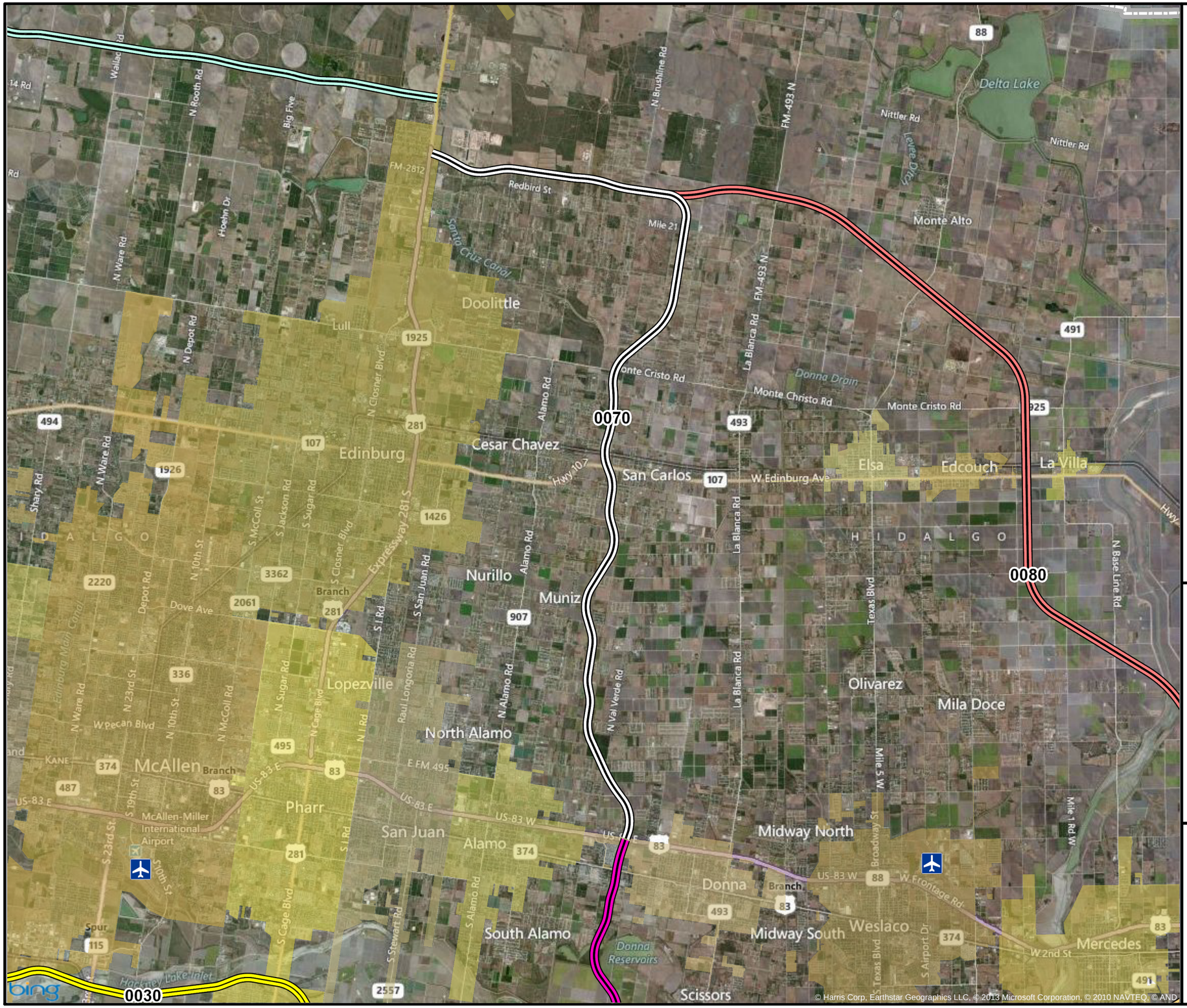
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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GIS powered by DANNENBAUM



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0050 La Joya
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

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- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 6,400 12,800 25,600

Feet

N

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

2. Agenda Item: **RESOLUTION 2013 – 33 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF PHARR FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

Approval of an interlocal agreement with the City of Pharr to provide the HCRMA with $25,000 per year for up to ten (10) years to fund advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: General Fund

6. Staff Recommendation**: Motion to approve Resolution 2013-33 – Approval of an Interlocal Agreement with the City of Pharr for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of an Interlocal Agreement with the City of Pharr for Advance Project Development of the International Bridge Trade Corridor and State Highway 68 Projects**

Background
On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

Goal
In order to further advance project development on the IBTC and SH 68 Projects, the City of Pharr has offered to pledge $25,000 per year for up to ten (10) years. The City of Pharr recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods and services and has offered to help accelerate work on the projects.

The HCRMA would utilize the funding for work that includes environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Additionally, this pledge is complemented by proposed commitments from cities that include Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco. The aggregate commitments these cities is approximately $1,400,000.

Options
The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for these projects.

Recommendation
Based on review by this office, **approval of Resolution 2013-33 – Approval of an Interlocal Agreement with the City of Pharr for advance project development for the International Bridge Trade Corridor and State Highway 68 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 33

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF PHARR FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D); and

WHEREAS, the City of Pharr recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the City has offered to help accelerate advance project development on the International Bridge Trade Corridor and State Highway 68 Projects; and

WHEREAS, the Authority has the necessary capacity and expertise to further advance project development for the International Bridge Trade Corridor and State Highway 68 Projects, which include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of Pharr will participate in the advance project development for the International Bridge Trade Corridor and State Highway 68 in the amount of $25,000 per year for up to ten (10) years, provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of Pharr for participation with advance project development of the International Bridge Trade Corridor and State Highway 68, hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF PHARR FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the 18th of September, 2013 (the "Effective Date"), by and between the **CITY OF PHARR**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Pharr
Fred Sandoval
City Manager
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to further advance the Projects; and

WHEREAS, the development of the Projects would improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Projects, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the City has the financial resources necessary to provide funding to the HCRMA for such work;

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Projects would expedite the delivery of the Projects to the City and the region; and

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

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

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

CITY OF PHARR

_____
Leo "Polo" Palacios, Mayor
Date: _____

Attest**:**

_____
Hilda Pedraza, City Clerk

Approved as to form:

_____
Michael Prundea, City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of Pharr, a home rule municipality.

"**Governing Board**" means the City Commission/Council of the City of Pharr.

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

"**Projects**" certain projects, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D).

II. DUTIES OF THE CITY

A. Advance Project Development Costs

The City shall participate with the cost to advance the project development of the Projects. The costs shall include all expenses associated with Advance Project Development Work.

1. The City will pledge $25,000 annually, for a period of ten (10) years.
2. A description of anticipated costs for the Advance Project Development Work for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the City under this Agreement shall only be used for the Advance Project Development of the Projects.

III. DUTIES OF HCRMA

A. Performance of Services

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work of the Projects, including related legal and project director services. To the extent the HRCMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services.

B. Audit

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

E. Public Information Requests

At the request of the City, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the City. In the event the funds for this agreement are not appropriated, the City is under no obligation to provide the funds.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	6,531,371	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	33,660,142	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	6,975,068	Utility Relocation (including Design)
$	7,672,574	Plans, Specifications and Estimates (Final Design)
$	***54,839,155***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	166,776,286	Total Construction Cost (CC)
$	9,922,695	Construction Management (Management, Inspection, Materials Testing)
$	***176,698,981***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$	***231,538,136***	***Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)***

Construction starting 04/01/2017

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (IBTC (Segs. 1-3))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0010	IBTC (Segs. 1-3)	$ 139,501,352	12.60	$ 166,776,286	4/1/2017	10/1/2019

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost	Paid by Local Funds
Task	**Advanced Planning**								
03	Environmental	0.573%	10/01/13	06/24/16	33	$ 63,492	n/a	$ 800,000	
04	Schem. (+engineering for drain. & util. research)	0.680%	01/01/14	09/01/14	9	$ 75,250	percent	$ 948,150	
06	Survey (aerial+ctrl+topo+corners)		05/16/13	10/01/13	6	$ -	percent	$ -	
07	Survey (ROW strip+parcel maps)	0.649%	10/01/13	06/01/14	9	$ 71,841	percent	$ 905,200	
05	Permits	0.179%	10/01/13	06/01/14	9	$ 19,862	percent	$ 250,265	
10	T&R Studies/Projections	0.150%	04/01/15	11/01/15	8	$ 16,607	percent	$ 209,252	
	Subtotal							*$ 3,112,867*	
Task	**Design**								
15	PS&E / Geotech. (less drain.+util. research)	5.500%	10/01/14	10/01/15	13	$ 608,934	percent	$ 7,672,574	
23	Toll Consultant	0.300%	10/01/14	10/01/15	13	$ 33,215	percent	$ 418,504	
22	Utilities (compensable, incld. design)	5.000%	08/01/16	04/01/17	9	$ 553,577	percent	$ 6,975,068	
	Subtotal							*$ 15,066,146*	
Task	**Property Purchase**								
09	ROW Acquisition Svcs (title+appraisal)	1.675%	04/02/14	04/02/15	13	$ 185,397	percent	$ 2,336,000	
09	Purchase ROW	22.454%	05/01/15	10/02/16	18	$ 2,486,043	area	$ 31,324,142	
	Subtotal							*$ 33,660,142*	
Task	**Construction Cost**								
00	Bid Phase (incld. in mgt.)		12/15/16	04/01/17	5	$ -	n/a	$ -	
18	Construction (incld. escalation)		04/01/17	10/01/19	31	$ 13,236,213	n/a	$ 166,776,286	
	Subtotal							*$ 166,776,286*	
Task	**Management**								
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	2.151%	10/01/13	12/15/16	39	$ 238,095	percent	$ 3,000,000	
00	PMC/GEC (Bid Ph to Closeout)	0.450%	12/15/16	10/01/19	35	$ 59,524	percent	$ 750,000	
17	Constr Mgt (Bid Ph to Closeout)	2.500%	12/15/16	10/01/19	35	$ 330,905	percent	$ 4,169,407	
18	Inspection	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
18	Material Testing	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
	Subtotal							*$ 12,922,695*	
	Total Development Cost	**45.261%**	**05/16/13**	**10/01/19**	**78**			**$ 231,538,136**	

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	75,250
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	71,841
4	ROW Acquisition Documents	$	185,397

IV.	Land Cost:			
1	R.O.W. area / mile (a)		48.9	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	2,486,043	/ mile

(a) Based on Section B Land Purchase Estimate minus BSIF, Mil Hwy to FM 3072 and FM 493.

V.	Other Assumptions:				
1	Land cost (per square foot)	$	1.17	/ft^2	
2	Ave Parcels per Mile		23	parcels/mile	
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel	
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile	Includes low level flight
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel	
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel	
7	Tollroad Construction Cost	$	11,071,536	/ mile	

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	7,134,501	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	-	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	10,220,640	Utility Relocation (including Design)
$	11,242,704	Plans, Specifications and Estimates (Final Design)
$	***28,597,845***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	279,277,386	Total Construction Cost (CC)
$	19,549,418	Construction Management (Management, Inspection, Materials Testing)
$	***298,826,804***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$ 327,424,649 Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)

Construction starting 02/01/2022

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (SH 68 (Tolled Mainlanes))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

By TxDOT

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0070	SH 68 (Tolled Mainlanes)	$ 204,412,800	19.90	$ 279,277,386	2/1/2022	10/1/2024

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost
Task	**Advanced Planning**							
03	Environmental (Federal Clearance)	0.500%	08/01/16	12/01/18	29	$ 51,360	n/a	$ 1,022,064
04	Schem. (+engineering for drain. & util. research)	1.000%	08/01/16	05/01/18	22	$ 102,720	percent	$ 2,044,128
06	Survey (aerial+ctrl+topo+corners)	0.400%	08/01/16	04/01/17	9	$ -	percent	
07	Survey (ROW strip+parcel maps)	0.330%	05/01/18	11/01/18	7	$ -	percent	
05	Permits	0.074%	03/01/19	03/01/20	13	$ 7,601	percent	$ 151,265
10	T&R Studies/Projections	0.250%	06/01/19	04/01/20	11	$ 25,680	percent	$ 511,032
	Subtotal							*$ 3,728,489*
Task	**Design**							
15	PS&E / Geotech. (less drain.+util. research)	5.500%	03/01/19	03/01/20	13	$ 564,960	percent	$ 11,242,704
23	Toll Consultant	0.300%	12/01/18	08/01/19	9	$ 30,816	percent	$ 613,238
22	Utilities (compensable, incld. design)	5.000%	01/02/21	10/01/21	10	$ 513,600	percent	$ 10,220,640
	Subtotal							*$ 22,076,582*
Task	**Property Purchase**							
09	ROW Acquisition Svcs (title+appraisal)	0.635%	10/01/18	10/01/19	13	$ -	percent	
09	Purchase ROW	0.000%	03/01/20	03/01/21	13	$ 1,971,733	distance	
	Subtotal							*$ -*
Task	**Construction Cost**							
00	Bid Phase (incld. in mgt.)		10/01/21	02/01/22	5	$ -	n/a	$ -
18	Construction (incld. escalation)		02/01/22	10/01/24	33	$ 14,034,039	n/a	$ 279,277,386
	Subtotal							*$ 279,277,386*
Task	**Management**							
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	1.000%	08/01/16	10/01/21	63	$ 140,340	percent	$ 2,792,774
00	PMC/GEC (Bid Ph to Closeout)	1.500%	10/01/21	10/01/24	37	$ 210,511	percent	$ 4,189,161
17	Constr Mgt (Bid Ph to Closeout)	2.500%	10/01/21	10/01/24	37	$ 350,851	percent	$ 6,981,935
18	Inspection	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
18	Material Testing	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
	Subtotal							*$ 22,342,192*
	Total Development Cost	**21.989%**	**08/01/16**	**10/01/24**	**99**			**$ 327,424,649**

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	102,720
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	-
4	ROW Acquisition Documents	$	-

IV.	Land Cost:			
1	R.O.W. area / mile (a)		38.8	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	1,971,733	/ mile

(a) Based on 300-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 80% of the project and a 400-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 20% to account for bridge areas.

V.	Other Assumptions:			
1	Land cost (per square foot)	$	1.17	/ft^2
2	Ave Parcels per Mile		23	parcels/mile
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel
7	Tollroad Construction Cost	$	10,272,000	/ mile

EXHIBIT B
MAP OF PROJECTS



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
- Other County
- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 3,200 6,400 12,800

Feet

N

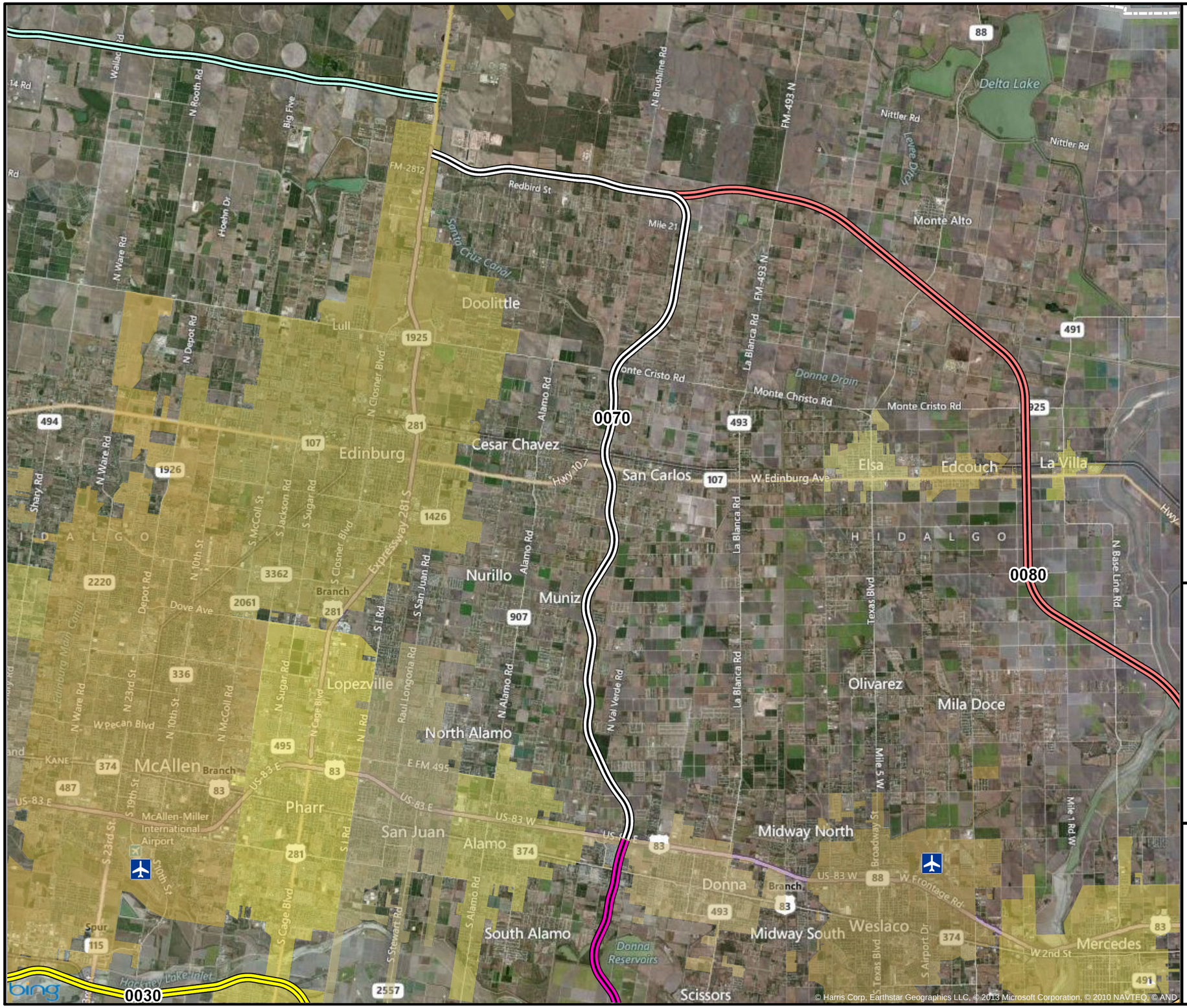
DISCLAIMER

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GIS powered by DANNENBAUM



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0050 La Joya
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
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- LRGV Diversion Pnt.
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- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
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- City (Ex. Colors)
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- Park - TX StratMap
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- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 6,400 12,800 25,600

Feet

N

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

3. Agenda Item: **RESOLUTION 2013 – 34 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF SAN JUAN FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

Approval of an interlocal agreement with the City of San Juan to provide the HCRMA with $15,000 per year for up to ten (10) years to fund advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: General Fund

7. Staff Recommendation**: Motion to approve Resolution 2013-34 – Approval of an Interlocal Agreement with the City of San Juan for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of an Interlocal Agreement with the City of San Juan for Advance Project Development of the International Bridge Trade Corridor and State Highway 68 Projects**

Background

On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

Goal

In order to further advance project development on the IBTC and SH 68 Projects, the City of San Juan has offered to pledge $15,000 per year for up to ten (10) years. The City of San Juan recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods and services and has offered to help accelerate work on the projects.

The HCRMA would utilize the funding for work that includes environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Additionally, this pledge is complemented by proposed commitments from cities that include Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco. The aggregate commitments these cities is approximately $1,400,000.

Options

The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for these projects.

Recommendation

Based on review by this office, **approval of Resolution 2013-34 – Approval of an Interlocal Agreement with the City of San Juan for advance project development for the International Bridge Trade Corridor and State Highway 68 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 34

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF SAN JUAN FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D); and

WHEREAS, the City of San Juan recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the City has offered to help accelerate advance project development on the International Bridge Trade Corridor and State Highway 68 Projects; and

WHEREAS, the Authority has the necessary capacity and expertise to further advance project development for the International Bridge Trade Corridor and State Highway 68 Projects, which include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of San Juan will participate in the advance project development for the International Bridge Trade Corridor and State Highway 68 in the amount of $15,000 per year for up to ten (10) years, provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of San Juan for participation with advance project development of the International Bridge Trade Corridor and State Highway 68, hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF SAN JUAN FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the 18th of September, 2013 (the "Effective Date"), by and between the **CITY OF SAN JUAN**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Name
Juan J. Rodriguez
City Manager
709 S. Nebraska
San Juan, Texas 78589

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to further advance the Projects; and

WHEREAS, the development of the Projects would improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Projects, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the City has the financial resources necessary to provide funding to the HCRMA for such work;

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Projects would expedite the delivery of the Projects to the City and the region; and

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

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

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

CITY OF SAN JUAN

_____
San Juanita Sanchez, Mayor
Date: _____

Attest**:**

_____
Bobby Rodriguez, City Secretary

Approved as to form:

_____
Jerry Munoz, City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematics roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of San Juan, a home rule municipality.

"**Governing Board**" means the City Commission/Council of the City of San Juan.

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

"**Projects**" certain projects, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D).

II. DUTIES OF THE CITY

A. Advance Project Development Costs

The City shall participate with the cost to advance the project development of the Projects. The costs shall include all expenses associated with Advance Project Development Work.

1. The City will pledge $15,000 annually, for a period of ten (10) years.
2. A description of anticipated costs for the Advance Project Development Work for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the City under this Agreement shall only be used for the Advance Project Development of the Projects.

III. DUTIES OF HCRMA

A. Performance of Services

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work of the Projects, including related legal and project director services. To the extent the HRCMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services.

B. Audit

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

E. Public Information Requests

At the request of the City, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the City. In the event the funds for this agreement are not appropriated, the City is under no obligation to provide the funds.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	6,531,371	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	33,660,142	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	6,975,068	Utility Relocation (including Design)
$	7,672,574	Plans, Specifications and Estimates (Final Design)
$	***54,839,155***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	166,776,286	Total Construction Cost (CC)
$	9,922,695	Construction Management (Management, Inspection, Materials Testing)
$	***176,698,981***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$	***231,538,136***	***Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)***

Construction starting 04/01/2017

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (IBTC (Segs. 1-3))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0010	IBTC (Segs. 1-3)	$ 139,501,352	12.60	$ 166,776,286	4/1/2017	10/1/2019

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost	Paid by Local Funds
Task	**Advanced Planning**								
03	Environmental	0.573%	10/01/13	06/24/16	33	$ 63,492	n/a	$ 800,000	
04	Schem. (+engineering for drain. & util. research)	0.680%	01/01/14	09/01/14	9	$ 75,250	percent	$ 948,150	
06	Survey (aerial+ctrl+topo+corners)		05/16/13	10/01/13	6	$ -	percent	$ -	
07	Survey (ROW strip+parcel maps)	0.649%	10/01/13	06/01/14	9	$ 71,841	percent	$ 905,200	
05	Permits	0.179%	10/01/13	06/01/14	9	$ 19,862	percent	$ 250,265	
10	T&R Studies/Projections	0.150%	04/01/15	11/01/15	8	$ 16,607	percent	$ 209,252	
	Subtotal							*$ 3,112,867*	
Task	**Design**								
15	PS&E / Geotech. (less drain.+util. research)	5.500%	10/01/14	10/01/15	13	$ 608,934	percent	$ 7,672,574	
23	Toll Consultant	0.300%	10/01/14	10/01/15	13	$ 33,215	percent	$ 418,504	
22	Utilities (compensable, incld. design)	5.000%	08/01/16	04/01/17	9	$ 553,577	percent	$ 6,975,068	
	Subtotal							*$ 15,066,146*	
Task	**Property Purchase**								
09	ROW Acquisition Svcs (title+appraisal)	1.675%	04/02/14	04/02/15	13	$ 185,397	percent	$ 2,336,000	
09	Purchase ROW	22.454%	05/01/15	10/02/16	18	$ 2,486,043	area	$ 31,324,142	
	Subtotal							*$ 33,660,142*	
Task	**Construction Cost**								
00	Bid Phase (incld. in mgt.)		12/15/16	04/01/17	5	$ -	n/a	$ -	
18	Construction (incld. escalation)		04/01/17	10/01/19	31	$ 13,236,213	n/a	$ 166,776,286	
	Subtotal							*$ 166,776,286*	
Task	**Management**								
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	2.151%	10/01/13	12/15/16	39	$ 238,095	percent	$ 3,000,000	
00	PMC/GEC (Bid Ph to Closeout)	0.450%	12/15/16	10/01/19	35	$ 59,524	percent	$ 750,000	
17	Constr Mgt (Bid Ph to Closeout)	2.500%	12/15/16	10/01/19	35	$ 330,905	percent	$ 4,169,407	
18	Inspection	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
18	Material Testing	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
	Subtotal							*$ 12,922,695*	
	Total Development Cost	**45.261%**	**05/16/13**	**10/01/19**	**78**			**$ 231,538,136**	

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	75,250
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	71,841
4	ROW Acquisition Documents	$	185,397

IV.	Land Cost:			
1	R.O.W. area / mile (a)		48.9	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	2,486,043	/ mile

(a) Based on Section B Land Purchase Estimate minus BSIF, Mil Hwy to FM 3072 and FM 493.

V.	Other Assumptions:				
1	Land cost (per square foot)	$	1.17	/ft^2	
2	Ave Parcels per Mile		23	parcels/mile	
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel	
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile	Includes low level flight
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel	
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel	
7	Tollroad Construction Cost	$	11,071,536	/ mile	

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	7,134,501	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	-	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	10,220,640	Utility Relocation (including Design)
$	11,242,704	Plans, Specifications and Estimates (Final Design)
$	***28,597,845***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	279,277,386	Total Construction Cost (CC)
$	19,549,418	Construction Management (Management, Inspection, Materials Testing)
$	***298,826,804***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$ 327,424,649 Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)

Construction starting 02/01/2022

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (SH 68 (Tolled Mainlanes))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

By TxDOT

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0070	SH 68 (Tolled Mainlanes)	$ 204,412,800	19.90	$ 279,277,386	2/1/2022	10/1/2024

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost
Task	**Advanced Planning**							
03	Environmental (Federal Clearance)	0.500%	08/01/16	12/01/18	29	$ 51,360	n/a	$ 1,022,064
04	Schem. (+engineering for drain. & util. research)	1.000%	08/01/16	05/01/18	22	$ 102,720	percent	$ 2,044,128
06	Survey (aerial+ctrl+topo+corners)	0.400%	08/01/16	04/01/17	9	$ -	percent	
07	Survey (ROW strip+parcel maps)	0.330%	05/01/18	11/01/18	7	$ -	percent	
05	Permits	0.074%	03/01/19	03/01/20	13	$ 7,601	percent	$ 151,265
10	T&R Studies/Projections	0.250%	06/01/19	04/01/20	11	$ 25,680	percent	$ 511,032
	Subtotal							*$ 3,728,489*
Task	**Design**							
15	PS&E / Geotech. (less drain.+util. research)	5.500%	03/01/19	03/01/20	13	$ 564,960	percent	$ 11,242,704
23	Toll Consultant	0.300%	12/01/18	08/01/19	9	$ 30,816	percent	$ 613,238
22	Utilities (compensable, incld. design)	5.000%	01/02/21	10/01/21	10	$ 513,600	percent	$ 10,220,640
	Subtotal							*$ 22,076,582*
Task	**Property Purchase**							
09	ROW Acquisition Svcs (title+appraisal)	0.635%	10/01/18	10/01/19	13	$ -	percent	
09	Purchase ROW	0.000%	03/01/20	03/01/21	13	$ 1,971,733	distance	
	Subtotal							*$ -*
Task	**Construction Cost**							
00	Bid Phase (incld. in mgt.)		10/01/21	02/01/22	5	$ -	n/a	$ -
18	Construction (incld. escalation)		02/01/22	10/01/24	33	$ 14,034,039	n/a	$ 279,277,386
	Subtotal							*$ 279,277,386*
Task	**Management**							
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	1.000%	08/01/16	10/01/21	63	$ 140,340	percent	$ 2,792,774
00	PMC/GEC (Bid Ph to Closeout)	1.500%	10/01/21	10/01/24	37	$ 210,511	percent	$ 4,189,161
17	Constr Mgt (Bid Ph to Closeout)	2.500%	10/01/21	10/01/24	37	$ 350,851	percent	$ 6,981,935
18	Inspection	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
18	Material Testing	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
	Subtotal							*$ 22,342,192*
	Total Development Cost	**21.989%**	**08/01/16**	**10/01/24**	**99**			**$ 327,424,649**

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	102,720
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	-
4	ROW Acquisition Documents	$	-

IV.	Land Cost:			
1	R.O.W. area / mile (a)		38.8	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	1,971,733	/ mile

(a) Based on 300-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 80% of the project and a 400-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 20% to account for bridge areas.

V.	Other Assumptions:			
1	Land cost (per square foot)	$	1.17	/ft^2
2	Ave Parcels per Mile		23	parcels/mile
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel
7	Tollroad Construction Cost	$	10,272,000	/ mile

EXHIBIT B
MAP OF PROJECTS



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
- Other County
- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 3,200 6,400 12,800

Feet

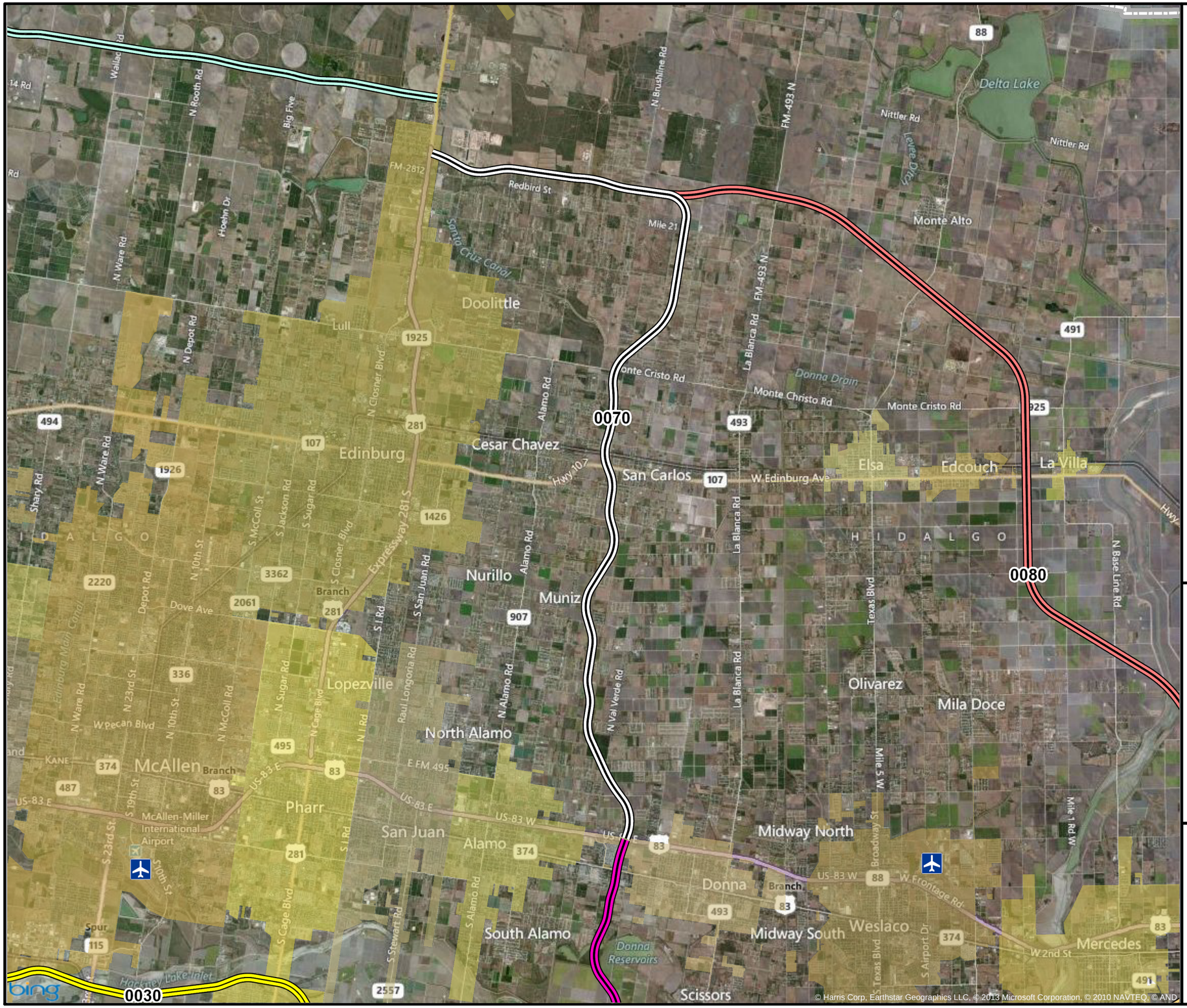
DISCLAIMER

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GIS powered by DANNENBAUM



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0050 La Joya
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
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- LRGV Irrigation Dist. (Ex. Colors)

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- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 6,400 12,800 25,600

Feet

N

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

4. Agenda Item: **RESOLUTION 2013 – 35 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ALAMO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68**

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

Approval of an interlocal agreement with the City of Alamo to provide the HCRMA with $25,000 per year for up to ten (10) years to fund advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

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

8. Staff Recommendation**: Motion to approve Resolution 2013-35 – Approval of an Interlocal Agreement with the City of Alamo for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.**

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

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

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

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

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of an Interlocal Agreement with the City of Alamo for Advance Project Development of the International Bridge Trade Corridor and State Highway 68 Projects**

Background
On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

Goal
In order to further advance project development on the IBTC and SH 68 Projects, the City of Alamo has offered to pledge $25,000 per year for up to ten (10) years. The City of Alamo recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods and services and has offered to help accelerate work on the projects.

The HCRMA would utilize the funding for work that includes environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Additionally, this pledge is complemented by proposed commitments from cities that include Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco. The aggregate commitments these cities is approximately $1,400,000.

Options
The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for these projects.

Recommendation
Based on review by this office, **approval of Resolution 2013-35 – Approval of an Interlocal Agreement with the City of Alamo for advance project development for the International Bridge Trade Corridor and State Highway 68 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 35

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF ALAMO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D); and

WHEREAS, the City of Alamo recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the City has offered to help accelerate advance project development on the International Bridge Trade Corridor and State Highway 68 Projects; and

WHEREAS, the Authority has the necessary capacity and expertise to further advance project development for the International Bridge Trade Corridor and State Highway 68 Projects, which include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of Alamo will participate in the advance project development for the International Bridge Trade Corridor and State Highway 68 in the amount of $25,000 per year for up to ten (10) years, provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of Alamo for participation with advance project development of the International Bridge Trade Corridor and State Highway 68, hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF ALAMO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the 18th of September, 2013 (the "Effective Date"), by and between the **CITY OF ALAMO**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Alamo
Luciano Ozuna
City Manager
420 N. Tower Road
Alamo, Texas 78516

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to further advance the Projects; and

WHEREAS, the development of the Projects would improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Projects, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the City has the financial resources necessary to provide funding to the HCRMA for such work;

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Projects would expedite the delivery of the Projects to the City and the region; and

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

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

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

CITY OF ALAMO

_____
Diana Martinez, Mayor
Date: _____

Attest**:**

_____
City Secretary

Approved as to form:

_____
City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of Alamo, a home rule municipality.

"**Governing Board**" means the City Commission/Council of the City of Alamo.

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

"**Projects**" certain projects, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D).

II. DUTIES OF THE CITY

A. Advance Project Development Costs

The City shall participate with the cost to advance the project development of the Projects. The costs shall include all expenses associated with Advance Project Development Work.

1. The City will pledge $25,000 annually, for a period of ten (10) years.
2. A description of anticipated costs for the Advance Project Development Work for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the City under this Agreement shall only be used for the Advance Project Development of the Projects.

III. DUTIES OF HCRMA

A. Performance of Services

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work of the Projects, including related legal and project director services. To the extent the HRCMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services.

B. Audit

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

E. Public Information Requests

At the request of the City, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the City. In the event the funds for this agreement are not appropriated, the City is under no obligation to provide the funds.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	6,531,371	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	33,660,142	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	6,975,068	Utility Relocation (including Design)
$	7,672,574	Plans, Specifications and Estimates (Final Design)
$	***54,839,155***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	166,776,286	Total Construction Cost (CC)
$	9,922,695	Construction Management (Management, Inspection, Materials Testing)
$	***176,698,981***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$	***231,538,136***	***Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)***

Construction starting 04/01/2017

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (IBTC (Segs. 1-3))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0010	IBTC (Segs. 1-3)	$ 139,501,352	12.60	$ 166,776,286	4/1/2017	10/1/2019

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost	Paid by Local Funds
Task	**Advanced Planning**								
03	Environmental	0.573%	10/01/13	06/24/16	33	$ 63,492	n/a	$ 800,000	
04	Schem. (+engineering for drain. & util. research)	0.680%	01/01/14	09/01/14	9	$ 75,250	percent	$ 948,150	
06	Survey (aerial+ctrl+topo+corners)		05/16/13	10/01/13	6	$ -	percent	$ -	
07	Survey (ROW strip+parcel maps)	0.649%	10/01/13	06/01/14	9	$ 71,841	percent	$ 905,200	
05	Permits	0.179%	10/01/13	06/01/14	9	$ 19,862	percent	$ 250,265	
10	T&R Studies/Projections	0.150%	04/01/15	11/01/15	8	$ 16,607	percent	$ 209,252	
	Subtotal							*$ 3,112,867*	
Task	**Design**								
15	PS&E / Geotech. (less drain.+util. research)	5.500%	10/01/14	10/01/15	13	$ 608,934	percent	$ 7,672,574	
23	Toll Consultant	0.300%	10/01/14	10/01/15	13	$ 33,215	percent	$ 418,504	
22	Utilities (compensable, incld. design)	5.000%	08/01/16	04/01/17	9	$ 553,577	percent	$ 6,975,068	
	Subtotal							*$ 15,066,146*	
Task	**Property Purchase**								
09	ROW Acquisition Svcs (title+appraisal)	1.675%	04/02/14	04/02/15	13	$ 185,397	percent	$ 2,336,000	
09	Purchase ROW	22.454%	05/01/15	10/02/16	18	$ 2,486,043	area	$ 31,324,142	
	Subtotal							*$ 33,660,142*	
Task	**Construction Cost**								
00	Bid Phase (incld. in mgt.)		12/15/16	04/01/17	5	$ -	n/a	$ -	
18	Construction (incld. escalation)		04/01/17	10/01/19	31	$ 13,236,213	n/a	$ 166,776,286	
	Subtotal							*$ 166,776,286*	
Task	**Management**								
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	2.151%	10/01/13	12/15/16	39	$ 238,095	percent	$ 3,000,000	
00	PMC/GEC (Bid Ph to Closeout)	0.450%	12/15/16	10/01/19	35	$ 59,524	percent	$ 750,000	
17	Constr Mgt (Bid Ph to Closeout)	2.500%	12/15/16	10/01/19	35	$ 330,905	percent	$ 4,169,407	
18	Inspection	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
18	Material Testing	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
	Subtotal							*$ 12,922,695*	
	Total Development Cost	**45.261%**	**05/16/13**	**10/01/19**	**78**			**$ 231,538,136**	

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	75,250
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	71,841
4	ROW Acquisition Documents	$	185,397

IV.	Land Cost:			
1	R.O.W. area / mile (a)		48.9	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	2,486,043	/ mile

(a) Based on Section B Land Purchase Estimate minus BSIF, Mil Hwy to FM 3072 and FM 493.

V.	Other Assumptions:				
1	Land cost (per square foot)	$	1.17	/ft^2	
2	Ave Parcels per Mile		23	parcels/mile	
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel	
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile	Includes low level flight
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel	
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel	
7	Tollroad Construction Cost	$	11,071,536	/ mile	

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	7,134,501	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	-	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	10,220,640	Utility Relocation (including Design)
$	11,242,704	Plans, Specifications and Estimates (Final Design)
$	***28,597,845***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	279,277,386	Total Construction Cost (CC)
$	19,549,418	Construction Management (Management, Inspection, Materials Testing)
$	***298,826,804***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$ 327,424,649 Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)

Construction starting 02/01/2022

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (SH 68 (Tolled Mainlanes))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

By TxDOT

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0070	SH 68 (Tolled Mainlanes)	$ 204,412,800	19.90	$ 279,277,386	2/1/2022	10/1/2024

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost
Task	**Advanced Planning**							
03	Environmental (Federal Clearance)	0.500%	08/01/16	12/01/18	29	$ 51,360	n/a	$ 1,022,064
04	Schem. (+engineering for drain. & util. research)	1.000%	08/01/16	05/01/18	22	$ 102,720	percent	$ 2,044,128
06	Survey (aerial+ctrl+topo+corners)	0.400%	08/01/16	04/01/17	9	$ -	percent	
07	Survey (ROW strip+parcel maps)	0.330%	05/01/18	11/01/18	7	$ -	percent	
05	Permits	0.074%	03/01/19	03/01/20	13	$ 7,601	percent	$ 151,265
10	T&R Studies/Projections	0.250%	06/01/19	04/01/20	11	$ 25,680	percent	$ 511,032
	Subtotal							*$ 3,728,489*
Task	**Design**							
15	PS&E / Geotech. (less drain.+util. research)	5.500%	03/01/19	03/01/20	13	$ 564,960	percent	$ 11,242,704
23	Toll Consultant	0.300%	12/01/18	08/01/19	9	$ 30,816	percent	$ 613,238
22	Utilities (compensable, incld. design)	5.000%	01/02/21	10/01/21	10	$ 513,600	percent	$ 10,220,640
	Subtotal							*$ 22,076,582*
Task	**Property Purchase**							
09	ROW Acquisition Svcs (title+appraisal)	0.635%	10/01/18	10/01/19	13	$ -	percent	
09	Purchase ROW	0.000%	03/01/20	03/01/21	13	$ 1,971,733	distance	
	Subtotal							*$ -*
Task	**Construction Cost**							
00	Bid Phase (incld. in mgt.)		10/01/21	02/01/22	5	$ -	n/a	$ -
18	Construction (incld. escalation)		02/01/22	10/01/24	33	$ 14,034,039	n/a	$ 279,277,386
	Subtotal							*$ 279,277,386*
Task	**Management**							
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	1.000%	08/01/16	10/01/21	63	$ 140,340	percent	$ 2,792,774
00	PMC/GEC (Bid Ph to Closeout)	1.500%	10/01/21	10/01/24	37	$ 210,511	percent	$ 4,189,161
17	Constr Mgt (Bid Ph to Closeout)	2.500%	10/01/21	10/01/24	37	$ 350,851	percent	$ 6,981,935
18	Inspection	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
18	Material Testing	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
	Subtotal							*$ 22,342,192*
	Total Development Cost	**21.989%**	**08/01/16**	**10/01/24**	**99**			**$ 327,424,649**

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	102,720
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	-
4	ROW Acquisition Documents	$	-

IV.	Land Cost:			
1	R.O.W. area / mile (a)		38.8	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	1,971,733	/ mile

(a) Based on 300-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 80% of the project and a 400-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 20% to account for bridge areas.

V.	Other Assumptions:			
1	Land cost (per square foot)	$	1.17	/ft^2
2	Ave Parcels per Mile		23	parcels/mile
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel
7	Tollroad Construction Cost	$	10,272,000	/ mile

EXHIBIT B
MAP OF PROJECTS



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
- Other County
- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 3,200 6,400 12,800

Feet

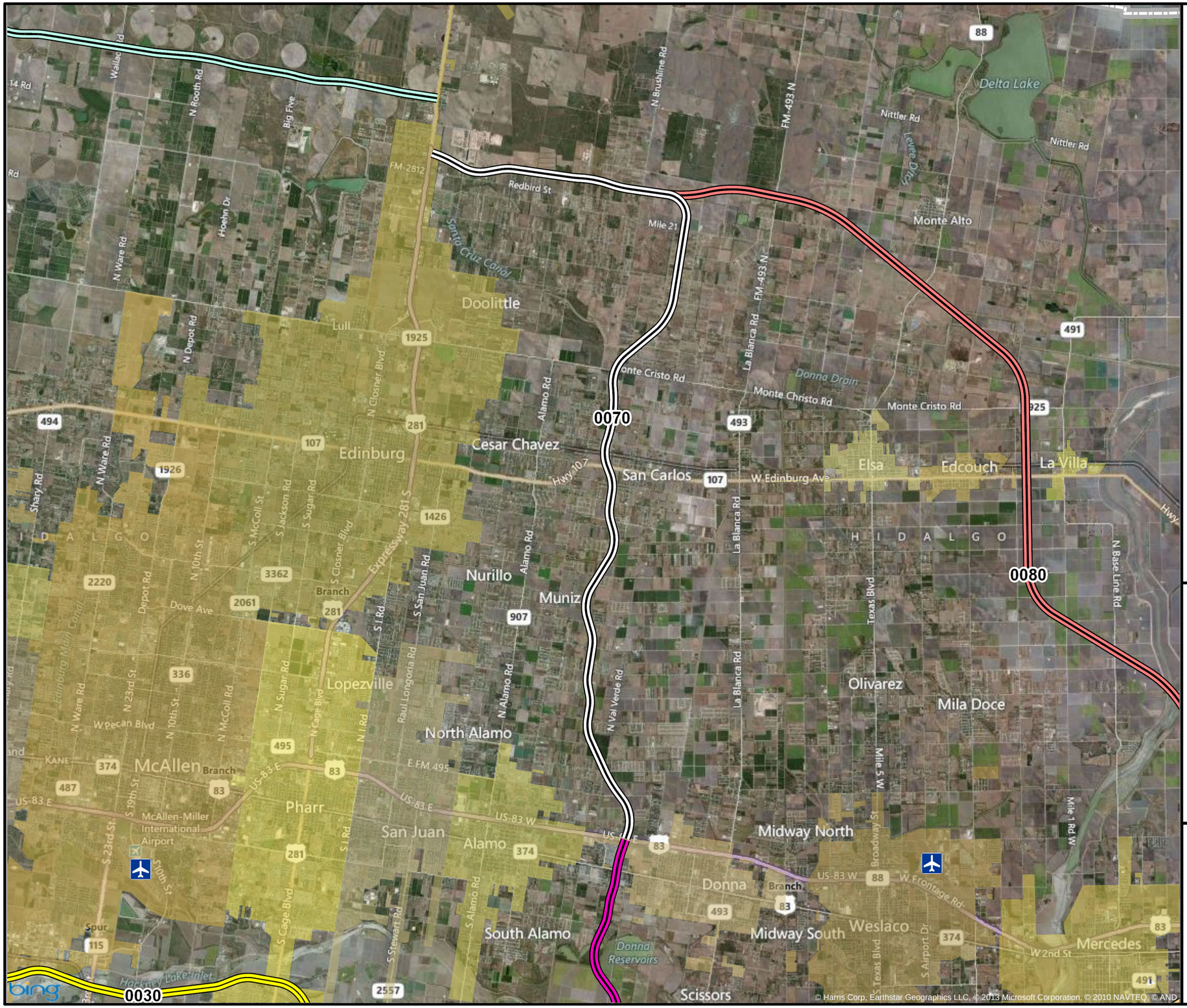
DISCLAIMER

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GIS powered by DANNENBAUM



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0050 La Joya
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
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- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 6,400 12,800 25,600

Feet

N

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Item 3G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

5. Agenda Item: **RESOLUTION 2013 – 36 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF DONNA FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

Approval of an interlocal agreement with the City of Donna to provide the HCRMA with $25,000 per year for up to ten (10) years to fund advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: General Fund

9. Staff Recommendation**: Motion to approve Resolution 2013-36 – Approval of an Interlocal Agreement with the City of Donna for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of an Interlocal Agreement with the City of Donna for Advance Project Development of the International Bridge Trade Corridor and State Highway 68 Projects**

Background
On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

Goal
In order to further advance project development on the IBTC and SH 68 Projects, the City of Donna has offered to pledge $25,000 per year for up to ten (10) years. The City of Donna recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods and services and has offered to help accelerate work on the projects.

The HCRMA would utilize the funding for work that includes environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Additionally, this pledge is complemented by proposed commitments from cities that include Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco. The aggregate commitments these cities is approximately $1,400,000.

Options
The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for these projects.

Recommendation
Based on review by this office, **approval of Resolution 2013-36 – Approval of an Interlocal Agreement with the City of Donna for advance project development for the International Bridge Trade Corridor and State Highway 68 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 36

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF DONNA FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D); and

WHEREAS, the City of Donna recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the City has offered to help accelerate advance project development on the International Bridge Trade Corridor and State Highway 68 Projects; and

WHEREAS, the Authority has the necessary capacity and expertise to further advance project development for the International Bridge Trade Corridor and State Highway 68 Projects, which include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of Donna will participate in the advance project development for the International Bridge Trade Corridor and State Highway 68 in the amount of $25,000 per year for up to ten (10) years, provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of Donna for participation with advance project development of the International Bridge Trade Corridor and State Highway 68, hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF DONNA FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the 18th of September, 2013 (the "Effective Date"), by and between the **CITY OF DONNA**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Donna
Oscar Ramirez
City Manager
307 S. 12th Street
Donna, Texas 78537

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to further advance the Projects; and

WHEREAS, the development of the Projects would improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Projects, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the City has the financial resources necessary to provide funding to the HCRMA for such work;

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Projects would expedite the delivery of the Projects to the City and the region; and

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

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

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

CITY OF DONNA

_____
David S. Simmons, Mayor
Date: _____

Attest**:**

_____
Martha Alvarado, City Secretary

Approved as to form:

_____
City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of Donna, a home rule municipality.

"**Governing Board**" means the City Commission/Council of the City of Donna.

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

"**Projects**" certain projects, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D).

II. DUTIES OF THE CITY

A. Advance Project Development Costs

The City shall participate with the cost to advance the project development of the Projects. The costs shall include all expenses associated with Advance Project Development Work.

1. The City will pledge $25,000 annually, for a period of ten (10) years.
2. A description of anticipated costs for the Advance Project Development Work for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the City under this Agreement shall only be used for the Advance Project Development of the Projects.

III. DUTIES OF HCRMA

A. Performance of Services

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work of the Projects, including related legal and project director services. To the extent the HRCMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services.

B. Audit

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

E. Public Information Requests

At the request of the City, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the City. In the event the funds for this agreement are not appropriated, the City is under no obligation to provide the funds.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	6,531,371	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	33,660,142	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	6,975,068	Utility Relocation (including Design)
$	7,672,574	Plans, Specifications and Estimates (Final Design)
$	***54,839,155***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	166,776,286	Total Construction Cost (CC)
$	9,922,695	Construction Management (Management, Inspection, Materials Testing)
$	***176,698,981***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$	***231,538,136***	***Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)***

Construction starting 04/01/2017

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (IBTC (Segs. 1-3))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0010	IBTC (Segs. 1-3)	$ 139,501,352	12.60	$ 166,776,286	4/1/2017	10/1/2019

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost	Paid by Local Funds
Task	**Advanced Planning**								
03	Environmental	0.573%	10/01/13	06/24/16	33	$ 63,492	n/a	$ 800,000	
04	Schem. (+engineering for drain. & util. research)	0.680%	01/01/14	09/01/14	9	$ 75,250	percent	$ 948,150	
06	Survey (aerial+ctrl+topo+corners)		05/16/13	10/01/13	6	$ -	percent	$ -	
07	Survey (ROW strip+parcel maps)	0.649%	10/01/13	06/01/14	9	$ 71,841	percent	$ 905,200	
05	Permits	0.179%	10/01/13	06/01/14	9	$ 19,862	percent	$ 250,265	
10	T&R Studies/Projections	0.150%	04/01/15	11/01/15	8	$ 16,607	percent	$ 209,252	
	Subtotal							*$ 3,112,867*	
Task	**Design**								
15	PS&E / Geotech. (less drain.+util. research)	5.500%	10/01/14	10/01/15	13	$ 608,934	percent	$ 7,672,574	
23	Toll Consultant	0.300%	10/01/14	10/01/15	13	$ 33,215	percent	$ 418,504	
22	Utilities (compensable, incld. design)	5.000%	08/01/16	04/01/17	9	$ 553,577	percent	$ 6,975,068	
	Subtotal							*$ 15,066,146*	
Task	**Property Purchase**								
09	ROW Acquisition Svcs (title+appraisal)	1.675%	04/02/14	04/02/15	13	$ 185,397	percent	$ 2,336,000	
09	Purchase ROW	22.454%	05/01/15	10/02/16	18	$ 2,486,043	area	$ 31,324,142	
	Subtotal							*$ 33,660,142*	
Task	**Construction Cost**								
00	Bid Phase (incld. in mgt.)		12/15/16	04/01/17	5	$ -	n/a	$ -	
18	Construction (incld. escalation)		04/01/17	10/01/19	31	$ 13,236,213	n/a	$ 166,776,286	
	Subtotal							*$ 166,776,286*	
Task	**Management**								
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	2.151%	10/01/13	12/15/16	39	$ 238,095	percent	$ 3,000,000	
00	PMC/GEC (Bid Ph to Closeout)	0.450%	12/15/16	10/01/19	35	$ 59,524	percent	$ 750,000	
17	Constr Mgt (Bid Ph to Closeout)	2.500%	12/15/16	10/01/19	35	$ 330,905	percent	$ 4,169,407	
18	Inspection	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
18	Material Testing	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
	Subtotal							*$ 12,922,695*	
	Total Development Cost	**45.261%**	**05/16/13**	**10/01/19**	**78**			**$ 231,538,136**	

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	75,250
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	71,841
4	ROW Acquisition Documents	$	185,397

IV.	Land Cost:			
1	R.O.W. area / mile (a)		48.9	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	2,486,043	/ mile

(a) Based on Section B Land Purchase Estimate minus BSIF, Mil Hwy to FM 3072 and FM 493.

V.	Other Assumptions:				
1	Land cost (per square foot)	$	1.17	/ft^2	
2	Ave Parcels per Mile		23	parcels/mile	
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel	
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile	Includes low level flight
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel	
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel	
7	Tollroad Construction Cost	$	11,071,536	/ mile	

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	7,134,501	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	-	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	10,220,640	Utility Relocation (including Design)
$	11,242,704	Plans, Specifications and Estimates (Final Design)
$	***28,597,845***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	279,277,386	Total Construction Cost (CC)
$	19,549,418	Construction Management (Management, Inspection, Materials Testing)
$	***298,826,804***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$ 327,424,649 Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)

Construction starting 02/01/2022

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (SH 68 (Tolled Mainlanes))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

By TxDOT

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0070	SH 68 (Tolled Mainlanes)	$ 204,412,800	19.90	$ 279,277,386	2/1/2022	10/1/2024

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost
Task	**Advanced Planning**							
03	Environmental (Federal Clearance)	0.500%	08/01/16	12/01/18	29	$ 51,360	n/a	$ 1,022,064
04	Schem. (+engineering for drain. & util. research)	1.000%	08/01/16	05/01/18	22	$ 102,720	percent	$ 2,044,128
06	Survey (aerial+ctrl+topo+corners)	0.400%	08/01/16	04/01/17	9	$ -	percent	
07	Survey (ROW strip+parcel maps)	0.330%	05/01/18	11/01/18	7	$ -	percent	
05	Permits	0.074%	03/01/19	03/01/20	13	$ 7,601	percent	$ 151,265
10	T&R Studies/Projections	0.250%	06/01/19	04/01/20	11	$ 25,680	percent	$ 511,032
	Subtotal							*$ 3,728,489*
Task	**Design**							
15	PS&E / Geotech. (less drain.+util. research)	5.500%	03/01/19	03/01/20	13	$ 564,960	percent	$ 11,242,704
23	Toll Consultant	0.300%	12/01/18	08/01/19	9	$ 30,816	percent	$ 613,238
22	Utilities (compensable, incld. design)	5.000%	01/02/21	10/01/21	10	$ 513,600	percent	$ 10,220,640
	Subtotal							*$ 22,076,582*
Task	**Property Purchase**							
09	ROW Acquisition Svcs (title+appraisal)	0.635%	10/01/18	10/01/19	13	$ -	percent	
09	Purchase ROW	0.000%	03/01/20	03/01/21	13	$ 1,971,733	distance	
	Subtotal							*$ -*
Task	**Construction Cost**							
00	Bid Phase (incld. in mgt.)		10/01/21	02/01/22	5	$ -	n/a	$ -
18	Construction (incld. escalation)		02/01/22	10/01/24	33	$ 14,034,039	n/a	$ 279,277,386
	Subtotal							*$ 279,277,386*
Task	**Management**							
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	1.000%	08/01/16	10/01/21	63	$ 140,340	percent	$ 2,792,774
00	PMC/GEC (Bid Ph to Closeout)	1.500%	10/01/21	10/01/24	37	$ 210,511	percent	$ 4,189,161
17	Constr Mgt (Bid Ph to Closeout)	2.500%	10/01/21	10/01/24	37	$ 350,851	percent	$ 6,981,935
18	Inspection	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
18	Material Testing	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
	Subtotal							*$ 22,342,192*
	Total Development Cost	**21.989%**	**08/01/16**	**10/01/24**	**99**			**$ 327,424,649**

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	102,720
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	-
4	ROW Acquisition Documents	$	-

IV.	Land Cost:			
1	R.O.W. area / mile (a)		38.8	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	1,971,733	/ mile

(a) Based on 300-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 80% of the project and a 400-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 20% to account for bridge areas.

V.	Other Assumptions:			
1	Land cost (per square foot)	$	1.17	/ft^2
2	Ave Parcels per Mile		23	parcels/mile
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel
7	Tollroad Construction Cost	$	10,272,000	/ mile

EXHIBIT B
MAP OF PROJECTS



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
- Other County
- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 3,200 6,400 12,800

Feet

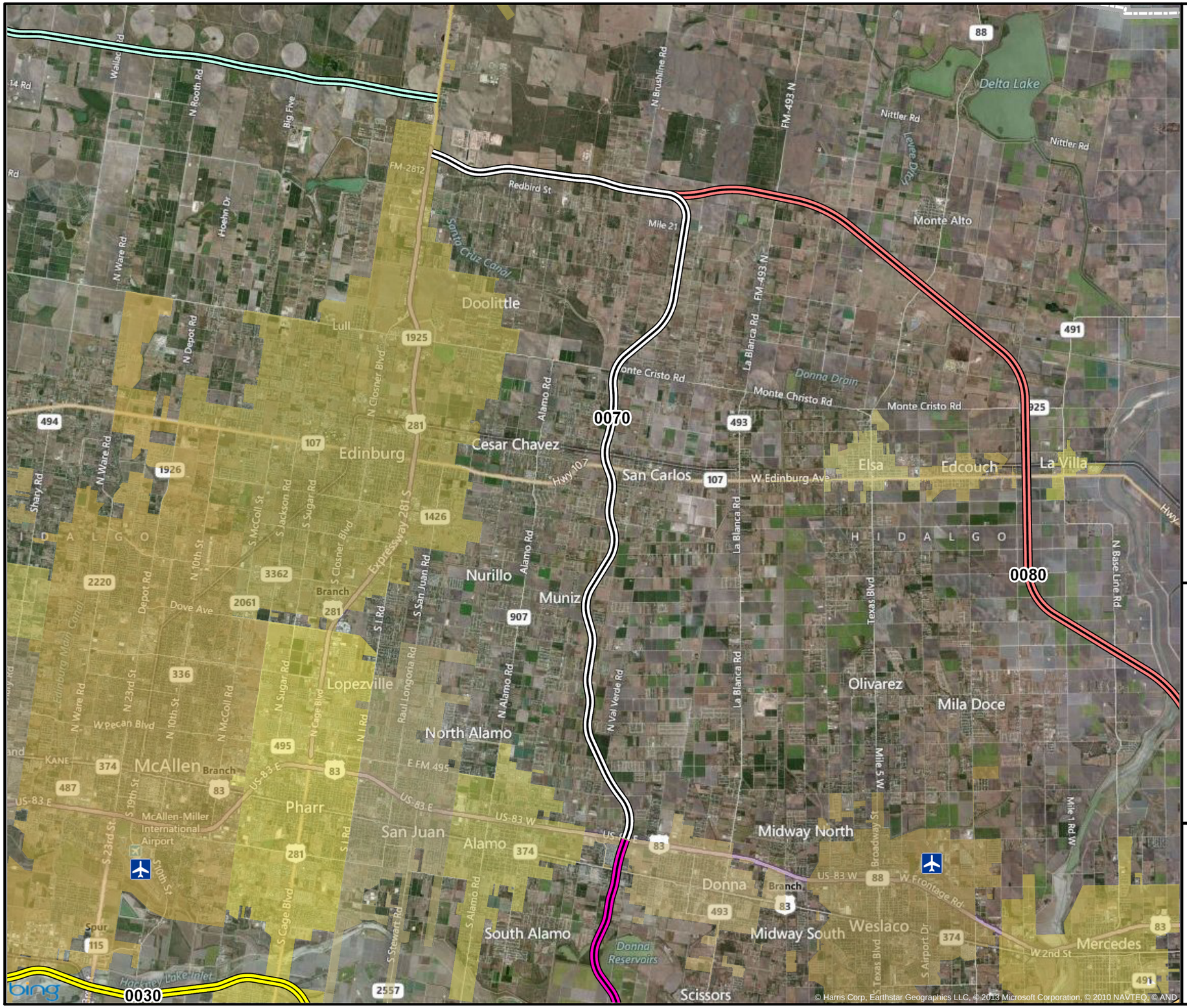
DISCLAIMER

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries. No claims are made to the accuracy or completeness of the information shown herein nor to its suitability for a particular use. The scale and location of all mapped data are approximate.

HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GIS powered by DANNENBAUM



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0050 La Joya
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

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- HCDD1 Drainage Sys.

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- Parcel
- Park - Hidalgo Bus.
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- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 6,400 12,800 25,600

Feet

N

DISCLAIMER

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Item 3H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3H**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

6. Agenda Item: **RESOLUTION 2013 – 37 – APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE CITY OF WESLACO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

Approval of an interlocal agreement with the City of Weslaco to provide the HCRMA with $25,000 per year for up to ten (10) years to fund advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.

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

4. Budgeted: X Yes ___No ___N/A Funding Source: General Fund

10. Staff Recommendation**: Motion to approve Resolution 2013-37 – Approval of an Interlocal Agreement with the City of Weslaco for advance project development of the International Bridge Trade Corridor and State Highway 68 Projects.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Approval of an Interlocal Agreement with the City of Weslaco for Advance Project Development of the International Bridge Trade Corridor and State Highway 68 Projects**

Background
On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

Goal
In order to further advance project development on the IBTC and SH 68 Projects, the City of Weslaco has offered to pledge $25,000 per year for up to ten (10) years. The City of Weslaco recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods and services and has offered to help accelerate work on the projects.

The HCRMA would utilize the funding for work that includes environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required.

Additionally, this pledge is complemented by proposed commitments from cities that include Edinburg, Pharr, San Juan, Alamo, Donna and Weslaco. The aggregate commitments these cities is approximately $1,400,000.

Options
The agreement may be disapproved. The HCRMA would be responsible for funding 100% of advance project development for these projects.

Recommendation
Based on review by this office, **approval of Resolution 2013-37 – Approval of an Interlocal Agreement with the City of Weslaco for advance project development for the International Bridge Trade Corridor and State Highway 68 is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 37

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF WESLACO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 PROJECTS

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365, International Bridge Trade Corridor and State Highway 68 (formerly Segment D); and

WHEREAS, the City of Weslaco recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the City has offered to help accelerate advance project development on the International Bridge Trade Corridor and State Highway 68 Projects; and

WHEREAS, the Authority has the necessary capacity and expertise to further advance project development for the International Bridge Trade Corridor and State Highway 68 Projects, which include environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the project, as well as any public involvement required; and

WHEREAS, the City of Weslaco will participate in the advance project development for the International Bridge Trade Corridor and State Highway 68 in the amount of $25,000 per year for up to ten (10) years, provided that the funds are available and appropriated every year;

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

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

Section 2. The Board hereby approves the interlocal agreement with the City of Weslaco for participation with advance project development of the International Bridge Trade Corridor and State Highway 68, hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
INTERLOCAL AGREEMENT WITH THE CITY OF WESLACO FOR ADVANCE PROJECT DEVELOPMENT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the "Agreement") made and entered into effective as of the 18th of September, 2013 (the "Effective Date"), by and between the **CITY OF WESLACO**, Texas, a home rule municipality in the jurisdiction of the Hidalgo County Regional Mobility Authority (hereinafter referred to as the "City") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), both situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA
Pilar Rodriguez
Executive Director
PO Box 1776
Pharr, Texas 78577

City of Weslaco
Leo Olivarez
City Manager
255 S. Kansas
Weslaco, Texas 78596

WITNESSETH:

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

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

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

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D) projects (the "Projects "); and

WHEREAS, the HCRMA has requested that the City partner with the Authority to further advance the Projects; and

WHEREAS, the development of the Projects would improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Projects, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research and drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition (the "Advanced Project Development Work") and the City has the financial resources necessary to provide funding to the HCRMA for such work;

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Projects would expedite the delivery of the Projects to the City and the region; and

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

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

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

CITY OF WESLACO

_____
Miguel D. Weise, Mayor
Date: _____

Attest**:**

_____
Elizabeth Walker, City Secretary

Approved as to form:

_____
Ramon Vela, City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Dennis Burleson, Chairman
Date: _____

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Approved as to form:

_____
Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

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

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematic roadway design, utility research, drainage studies, plans, specifications and estimates, utility relocations and right of way acquisition for the Projects, as well as any public involvement required.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration for the Project.

"**Agreement**" means this Interlocal Agreement by and between the City and the HCRMA.

"**City**" means the City of Weslaco, a home rule municipality.

"**Governing Board**" means the City Commission/Council of the City of Weslaco.

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

"**Projects**" certain projects, which include the International Bridge Trade Corridor and State Highway 68 (formerly Segment D).

II. DUTIES OF THE CITY

A. Advance Project Development Costs

The City shall participate with the cost to advance the project development of the Projects. The costs shall include all expenses associated with Advance Project Development Work.

1. The City will pledge $25,000 annually, for a period of ten (10) years.
2. A description of anticipated costs for the Advance Project Development Work for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for Advanced Project Development Work may vary from the costs estimated herein.
3. Funds provided by the City under this Agreement shall only be used for the Advance Project Development of the Projects.

III. DUTIES OF HCRMA

A. Performance of Services

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work of the Projects, including related legal and project director services. To the extent the HRCMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services.

B. Audit

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

E. Public Information Requests

At the request of the City, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City and HCRMA policies.

IV. TERM AND TERMINATION

The term of this Agreement shall be for ten (10) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day notice to the other party.

V. MISCELLANEOUS

A. Other Expenses or Services.

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

B. Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

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

D. Entire Agreement

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

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

F. Assignment.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

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

H. Amendments and Modifications.

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

I. Severability.

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

J. Execution in Counterparts.

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

K. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the City. In the event the funds for this agreement are not appropriated, the City is under no obligation to provide the funds.

EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	6,531,371	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	33,660,142	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	6,975,068	Utility Relocation (including Design)
$	7,672,574	Plans, Specifications and Estimates (Final Design)
$	***54,839,155***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	166,776,286	Total Construction Cost (CC)
$	9,922,695	Construction Management (Management, Inspection, Materials Testing)
$	***176,698,981***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$	***231,538,136***	***Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)***

Construction starting 04/01/2017

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (IBTC (Segs. 1-3))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0010	IBTC (Segs. 1-3)	$ 139,501,352	12.60	$ 166,776,286	4/1/2017	10/1/2019

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost	Paid by Local Funds
Task	**Advanced Planning**								
03	Environmental	0.573%	10/01/13	06/24/16	33	$ 63,492	n/a	$ 800,000	
04	Schem. (+engineering for drain. & util. research)	0.680%	01/01/14	09/01/14	9	$ 75,250	percent	$ 948,150	
06	Survey (aerial+ctrl+topo+corners)		05/16/13	10/01/13	6	$ -	percent	$ -	
07	Survey (ROW strip+parcel maps)	0.649%	10/01/13	06/01/14	9	$ 71,841	percent	$ 905,200	
05	Permits	0.179%	10/01/13	06/01/14	9	$ 19,862	percent	$ 250,265	
10	T&R Studies/Projections	0.150%	04/01/15	11/01/15	8	$ 16,607	percent	$ 209,252	
	Subtotal							*$ 3,112,867*	
Task	**Design**								
15	PS&E / Geotech. (less drain.+util. research)	5.500%	10/01/14	10/01/15	13	$ 608,934	percent	$ 7,672,574	
23	Toll Consultant	0.300%	10/01/14	10/01/15	13	$ 33,215	percent	$ 418,504	
22	Utilities (compensable, incld. design)	5.000%	08/01/16	04/01/17	9	$ 553,577	percent	$ 6,975,068	
	Subtotal							*$ 15,066,146*	
Task	**Property Purchase**								
09	ROW Acquisition Svcs (title+appraisal)	1.675%	04/02/14	04/02/15	13	$ 185,397	percent	$ 2,336,000	
09	Purchase ROW	22.454%	05/01/15	10/02/16	18	$ 2,486,043	area	$ 31,324,142	
	Subtotal							*$ 33,660,142*	
Task	**Construction Cost**								
00	Bid Phase (incld. in mgt.)		12/15/16	04/01/17	5	$ -	n/a	$ -	
18	Construction (incld. escalation)		04/01/17	10/01/19	31	$ 13,236,213	n/a	$ 166,776,286	
	Subtotal							*$ 166,776,286*	
Task	**Management**								
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	2.151%	10/01/13	12/15/16	39	$ 238,095	percent	$ 3,000,000	
00	PMC/GEC (Bid Ph to Closeout)	0.450%	12/15/16	10/01/19	35	$ 59,524	percent	$ 750,000	
17	Constr Mgt (Bid Ph to Closeout)	2.500%	12/15/16	10/01/19	35	$ 330,905	percent	$ 4,169,407	
18	Inspection	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
18	Material Testing	1.500%	04/01/17	10/01/19	31	$ 198,543	percent	$ 2,501,644	
	Subtotal							*$ 12,922,695*	
	Total Development Cost	**45.261%**	**05/16/13**	**10/01/19**	**78**			**$ 231,538,136**	

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	75,250
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	71,841
4	ROW Acquisition Documents	$	185,397

IV.	Land Cost:			
1	R.O.W. area / mile (a)		48.9	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	2,486,043	/ mile

(a) Based on Section B Land Purchase Estimate minus BSIF, Mil Hwy to FM 3072 and FM 493.

V.	Other Assumptions:				
1	Land cost (per square foot)	$	1.17	/ft^2	
2	Ave Parcels per Mile		23	parcels/mile	
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel	
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile	Includes low level flight
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel	
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel	
7	Tollroad Construction Cost	$	11,071,536	/ mile	

I. Project Summary Breakdown:

A. Shovel Ready Activity

$	7,134,501	Advance Planning Cost (Preliminary Engineering, Survey, Environmental, Management)
$	-	ROW Acquisition Cost (Land Purchase for Ultimate Section)
$	10,220,640	Utility Relocation (including Design)
$	11,242,704	Plans, Specifications and Estimates (Final Design)
$	***28,597,845***	***Subtotal for A. Shovel Ready Activity***

B. Construction Activity

$	279,277,386	Total Construction Cost (CC)
$	19,549,418	Construction Management (Management, Inspection, Materials Testing)
$	***298,826,804***	***Subtotal for B. Construction Activity***

C. Total Development Cost

$ 327,424,649 Total Development Cost (A. Shovel Ready Activity + B. Construction Activity)

Construction starting 02/01/2022

Loop Project Plan (Updated 08/26/2013)
Project Assumptions (SH 68 (Tolled Mainlanes))

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER

By TxDOT

I.	Construction Cost (CC):	Cost (2011 Dollars)	Distance (Miles)	Cost (At Letting)[1]	Constr. Start (date)	Constr. End (date)
0070	SH 68 (Tolled Mainlanes)	$ 204,412,800	19.90	$ 279,277,386	2/1/2022	10/1/2024

Note(s): 1. All construction costs are escalated from a base date of 12/1/2011 except for SH 365 projects which are escalated from 12/1/2012) to the midpoint of the construction period at 2.75% per year.
2. Total Construction Costs include additional 7% for toll facilities for Projects 0040 - 0090.
3. SH 365 Ph I construction cost includes $23.73M of cost reductions as outlined in the Value Engineering study for the project.

II.	Development Tasks:	Cost as % of CC	Start Date	End Date	Months	Cost per Mile	Basis of Cost	Total Cost
Task	**Advanced Planning**							
03	Environmental (Federal Clearance)	0.500%	08/01/16	12/01/18	29	$ 51,360	n/a	$ 1,022,064
04	Schem. (+engineering for drain. & util. research)	1.000%	08/01/16	05/01/18	22	$ 102,720	percent	$ 2,044,128
06	Survey (aerial+ctrl+topo+corners)	0.400%	08/01/16	04/01/17	9	$ -	percent	
07	Survey (ROW strip+parcel maps)	0.330%	05/01/18	11/01/18	7	$ -	percent	
05	Permits	0.074%	03/01/19	03/01/20	13	$ 7,601	percent	$ 151,265
10	T&R Studies/Projections	0.250%	06/01/19	04/01/20	11	$ 25,680	percent	$ 511,032
	Subtotal							*$ 3,728,489*
Task	**Design**							
15	PS&E / Geotech. (less drain.+util. research)	5.500%	03/01/19	03/01/20	13	$ 564,960	percent	$ 11,242,704
23	Toll Consultant	0.300%	12/01/18	08/01/19	9	$ 30,816	percent	$ 613,238
22	Utilities (compensable, incld. design)	5.000%	01/02/21	10/01/21	10	$ 513,600	percent	$ 10,220,640
	Subtotal							*$ 22,076,582*
Task	**Property Purchase**							
09	ROW Acquisition Svcs (title+appraisal)	0.635%	10/01/18	10/01/19	13	$ -	percent	
09	Purchase ROW	0.000%	03/01/20	03/01/21	13	$ 1,971,733	distance	
	Subtotal							*$ -*
Task	**Construction Cost**							
00	Bid Phase (incld. in mgt.)		10/01/21	02/01/22	5	$ -	n/a	$ -
18	Construction (incld. escalation)		02/01/22	10/01/24	33	$ 14,034,039	n/a	$ 279,277,386
	Subtotal							*$ 279,277,386*
Task	**Management**							
00	PMC/GEC (Gen./Adv Plan/PS&E to Bid Ph)	1.000%	08/01/16	10/01/21	63	$ 140,340	percent	$ 2,792,774
00	PMC/GEC (Bid Ph to Closeout)	1.500%	10/01/21	10/01/24	37	$ 210,511	percent	$ 4,189,161
17	Constr Mgt (Bid Ph to Closeout)	2.500%	10/01/21	10/01/24	37	$ 350,851	percent	$ 6,981,935
18	Inspection	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
18	Material Testing	1.500%	02/01/22	10/01/24	33	$ 210,511	percent	$ 4,189,161
	Subtotal							*$ 22,342,192*
	Total Development Cost	**21.989%**	**08/01/16**	**10/01/24**	**99**			**$ 327,424,649**

III.	Advanced Planning Services:		Cost per Mile
1	Schematics (incld. drain. study / util. reloc.)	$	102,720
2	Survey (aerial+topo)	$	-
3	Survey (ROW mapping)	$	-
4	ROW Acquisition Documents	$	-

IV.	Land Cost:			
1	R.O.W. area / mile (a)		38.8	acre/mile
2	Cost / acre =	$	50,818	/ acre
3	Cost / mile =	$	1,971,733	/ mile

(a) Based on 300-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 80% of the project and a 400-ft R.O.W. x 5280-ft/mile ÷ 43560 ft2/acre for 20% to account for bridge areas.

V.	Other Assumptions:			
1	Land cost (per square foot)	$	1.17	/ft^2
2	Ave Parcels per Mile		23	parcels/mile
3	Right of Entry (research, parcel map, corresp.)	$	500	/ parcel
4	Survey (Topo) - Infill + low level flight	$	22,719	/ mile
5	Survey (R.O.W.) - strip map + indiv. parcels	$	3,100	/ parcel
6	R.O.W. acquisition svcs incld. title reports / ap	$	8,000	/ parcel
7	Tollroad Construction Cost	$	10,272,000	/ mile

EXHIBIT B
MAP OF PROJECTS



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
- LRGV Irrigation Dist. (Ex. Colors)

BOUNDARY

- LRGV County
- Other County
- City (Ex. Colors)
- Parcel
- Park - Hidalgo Bus.
- Park - TX StratMap
- Cultural - TX StratMap
- TRZ
- LU/LC (Ex. Colors)
- School Dist. (Ex. Colors)

HIDALGO PRECINCT

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

BING-BASEMAP

- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 3,200 6,400 12,800

Feet

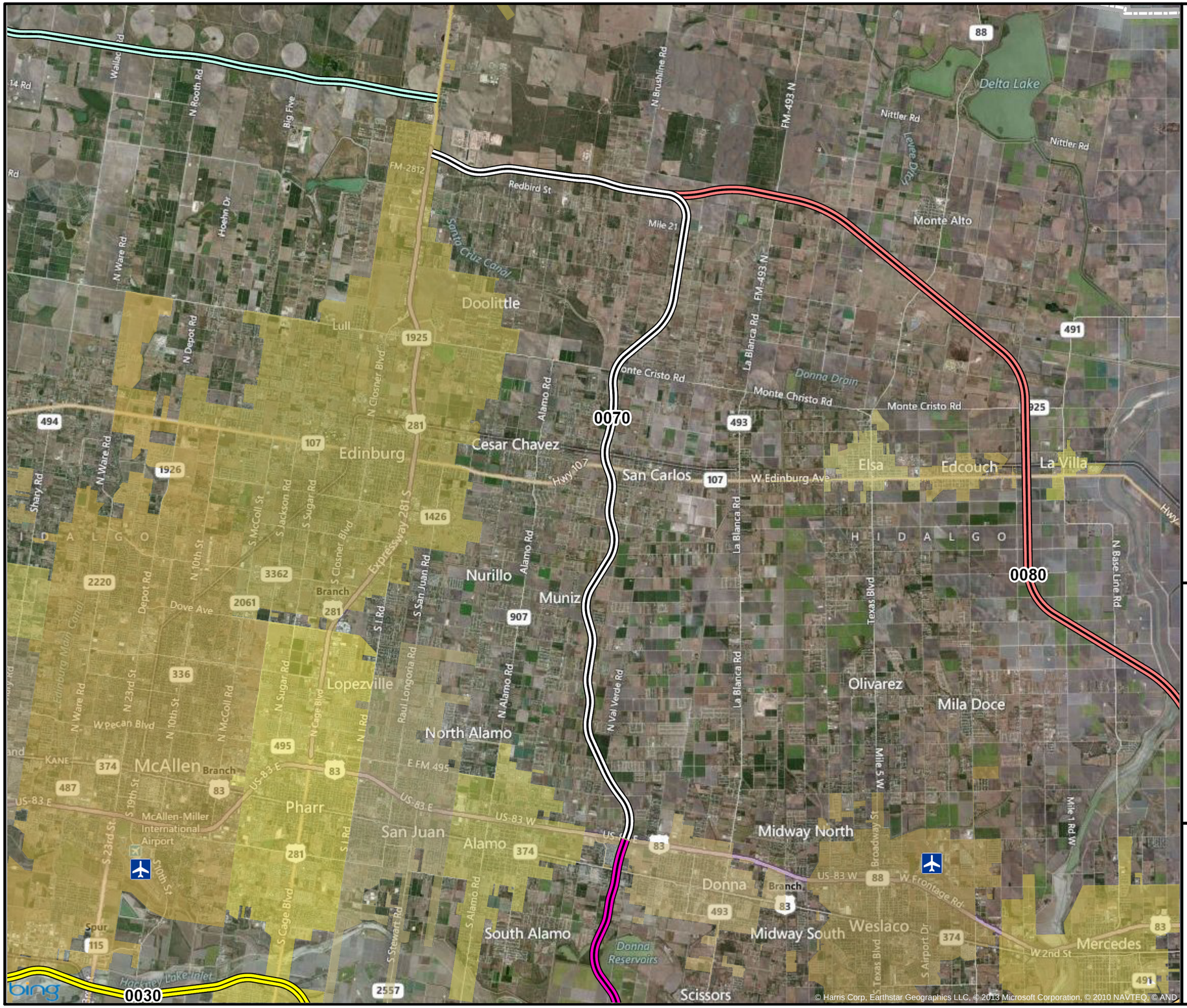
DISCLAIMER

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HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GIS powered by DANNENBAUM



ALIGNMENT

- 0030 SH365
- 0010 IBTC
- 0040 Section A West
- 0050 La Joya
- 0060 Section C
- 0070 Section D
- 0080 Section F
- 0090 Section E

TRANSPORTATION

- Airport
- International Bridge

ENVIRONMENTAL

- HAZMAT
- Oil & Gas Well (Hrz-Top)
- Oil & Gas Well (Vrt-Top)
- Oil & Gas Pipeline
- Wetland

DRAINAGE

- HCDD1 Boundary
- HCDD1 Drainage Sys.

WATERWAY

- Elevation Contour (2 Ft)
- Waterway
- Floodway
- 100 Year Floodplain

IRRIGATION

- LRGV Diversion Pnt.
- LRGV Irrigation Canal
- LRGV Water Storage
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- Bing Maps Hybrid
- Bing Maps Aerial
- Bing Maps Road

0 6,400 12,800 25,600

Feet

N

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Item 3I

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3I**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2013-38 – AMENDING 2012-2020 STRATEGIC PLAN – PROJECT MANAGER STRATEGY NUMBER 8 FOR STATE HIGHWAY 365, INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGHWAY 68 (SEGMENT D)**

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

   Consideration and approval of an amendment to the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 to revise the long term finance plan.

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

4. Budgeted: ___ Yes ___ No X N/A

5. Staff Recommendation**: Motion to approve Resolution 2013-38 – Update to 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365, International Bridge Trade Corridor and State Highway 68 (Segment D) to revise the long term finance plan.**

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

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

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

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

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: September 10, 2013

Re: **Amendment to 2012-2020 Strategic Plan – Program Manager Strategy No. 8**

Background

On March 28, 2012, the HCRMA Board of Directors adopted the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 for State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68 - formerly Segment D). As part of the eight (8) year strategy, the HCRMA will focus the three projects noted. Funding has been identified for development and construction of SH 365 Phase I, development and partial construction of SH 68 and partial development of the IBTC.

On October 18, 2012, the HCRMA Board of Directors amended the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 to include preliminary engineering and environmental clearance of the State Highway 365 Phase II Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).

Goal

In order to reflect recent funding developments for both the SH 365 and SH 68 Projects, staff is requesting an update to the long term finance portion of the Strategic Plan. The Texas Department of Transportation has appropriated $85 Million for SH 68 and is proposing approximately $25 Million in additional construction funding for SH 365.

The update also reflects the local funds that would be available for advance project development for the IBTC.

Options

The update to the Strategic Plan may be disapproved. The plan as currently approved does not reflect the additional funds that have been committed or are proposed for the various projects.

Recommendation

Based on review by this office, **approval of Resolution 2013-38 – Approval of an Update to the Strategic Plan – Program Manager Strategy No. 8 for State Highway 365, International Bridge Trade Corridor and State Highway 68 to revised the long term finance plan is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 38

AMENDING 2012-2020 STRATEGIC PLAN – PROJECT MANAGER STRATEGY NO. 8 STATE HIGWAY 365, INTERNATIONAL BRIDGE TRADE CORRIDOR AND STATE HIGWAY 68

THIS RESOLUTION is adopted this 18th day of September, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396;

WHEREAS, on October 18, 2012 the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016;

WHEREAS, the Authority has deemed it necessary to update the 2012-2020 Strategic Plan – Program Manager Strategy No. 8 to update the long term finance plan;

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

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

Section 2. The Board hereby approves the amendment to the 2012-2020 Strategic Plan – Project Manager Strategy No. 8 to update the long term finance plan hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of September, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
AMENDED 2012-2020 STRATEGIC PLAN – PROJECT MANAGER
STRATEGY NO. 8
UPDATING THE LONG TERM FINANCE PLAN

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

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Item 4A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**4A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**9/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**9/18/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **UPDATE ON THE TEXAS 83RD LEGISLATIVE SESSION**

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

   Report from Program Manager on the 83rd Legislative Session

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 Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

Texas 83rd Legislative Session

Prepared for:
Hidalgo County Regional Mobility Authority (HCRMA)

2013

HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY

83rd Legislative Session Summary

Dear Board of Directors:

The Texas 83rd Regular Legislative Session came to a final close on Monday, August 5, 2013 after a very successful Regular Session and three Special Sessions. This Legislative Session brought great achievements for South Texas such as the approval of legislation that will allow for an overweight vehicle corridor in Hidalgo County to promote trade and economic development. Other successes include comprehensive development authority for HCRMA projects, legislation that expedites the environmental review process for transportation projects, and passage of legislation that will allow voters to consider funding for transportation infrastructure November 2014.

Although no fourth Special Session has been called, the possibility of additional sessions remains. We will continue to keep you informed of all developments, monitor Transportation Commission activity, and serve as advocates for Hidalgo County on your behalf.

Yours truly,

Rene Ramirez, President
Pathfinder Public Affairs

Luis Saenz, Senior Vice-President
McGuireWoods Consulting

83rd Legislative Session Highlights & Successes

STATEWIDE SUCCESSES

BUDGET



Texas' financial situation continues to improve. Increased revenue allowed the 83rd Legislature to adopt a $94.6 Billion General Revenue Budget, $7 billion higher than the previously adopted budget. The Budget includes $400 million for Texas Department of Transportation from funds that were previously diverted to the Texas Department of Public Safety and $450 million for counties affected by substantial oil drilling (shale counties).

The increased revenue has also led to a very healthy Economic Stabilization Fund (a.k.a the Rainy Day Fund) and allowed the legislature to support tapping this fund for water and transportation infrastructure enhancements. The final decision will rest with the voters in November 2013 and 2014, respectively.

TRANSPORTATION

The Texas Department of Transportation has repeatedly expressed the need for an additional $4 billion per year to maintain the current levels of mobility on Texas roads ($1 billion for maintenance and $3 billion for mobility). Although attempts to find new, sustainable funding sources for transportation infrastructure were made during the Regular 83rd Legislative Session and the first two Special Sessions, it was not until the third Special Session that legislation to tap the Rainy Day Fund for transportation infrastructure was passed. SJR1 and HB 1 will grant voters an opportunity to vote for the diversion of some oil and gas production tax revenue to the State Highway Fund. If approved in the November 2014 Election, ~$1.2 billion dollars per year are expected to go to transportation. The Rainy Day Fund will continue to receive some of the oil and gas production tax revenue and is expected to continue with a strong balance. Legislators will have the final say on the appropriate balance for the Rainy Day Fund.

Legislators in both chambers have acknowledged that, even when approved by voters, this funding mechanism will not completely fund our state's transportation needs. Nonetheless, this option is regarded as a significant start that will provide some relief allowing legislators to address the greater need in the 84th Regular Legislative Session.

TOLL ENFORCEMENT/REMEDIES

Legislation to implement remedies for toll violators was also approved and is now in effect. Under SB 1792 a toll entity may publish a list of people with unpaid tolls or administrative fees and may enter into toll violation payment plans. If owners fail to pay, entities may file suit.

CAPITAL APPRECIATION BONDS

SB 449 relating to restrictions on the issuance of capital appreciation bonds by certain local entities was amended to exclude the issuance for financing of transportation projects. Although this bill ultimately did not have time to make it through the entire legislative process, legislative members of the Senate and House Ways and Means Committee were briefed and supportive of allowing local transportation entities to consider this type of funding for transportation infrastructure development.

LOCAL SUCCESSES

HIDALGO COUNTY OVERWEIGHT VEHICLE CORRIDOR (HB 474)

In accordance with HCRMA's Legislative Agenda, and through coordination with Representative Munoz, Senator Hinojosa, and our local partners, we were able to secure passage in the House and Senate for designation of a much needed Overweight Truck Corridor in Hidalgo County. HB 474 will authorize designation of the Hidalgo County Overweight Vehicle Corridor to be administered by the HCRMA.

This overweight vehicle corridor will generate economic development opportunities as it will promote and attract the produce industry expected to grow as a result of the new Mazatlan-Durango Superhighway. Based on 2012 truck crossings, at an $80 fee, the corridor is expected to generate at least $2 million dollars per year. With a 15% administrative fee for HCRMA, this corridor could generate at minimum $300,000 in revenue for HCRMA and this figure could double with the opening of the Superhighway in Mexico. This legislation will become effective September 01, 2013.

SB 1730 - HCRMA CDA AUTHORITY



Furthermore, in accordance with the HCRMA Legislative Agenda, we promoted and supported the construction of State Highway 365 and the International Bridge Trade Corridor (part of the Hidalgo County Regional Mobility Authority Loop projects) and the continuation of public-private partnerships. Representative Martinez and our legislative delegation were instrumental in obtaining Comprehensive Development Agreement (CDA) authority for the HCRMA projects. SB 1730 grants CDA authority for the Hidalgo County Loop projects.

This bill was signed by Governor Perry on June 14, 2013 and becomes effective September 01, 2013.

OTHER ITEMS OF IMPORTANCE

Attached please find a summary of other bills of interest and their last action.

SUMMARY OF 83RD LEGISLATIVE SESSION TRANSPORTATION BILLS

BILLS PASSED & EFFECTIVE IMMEDIATELY:

- SB 466 – Relating to expediting the environmental review process by allowing TxDOT to assume responsibilities of the federal National Environmental Policy Act of 1969 (TxDOT to adopt rules for implementation)
- SB 1489 – Relating to the expansion of powers and jurisdiction of a regional mobility authority to include: bridges, border crossing inspection stations, and authority to acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another government entity if the project is located in the authority's area of jurisdiction or in a county adjacent to the authority's area of jurisdiction.
- SB 1792 – Relating to statewide toll remedies

BILLS PASSED

- SB 1730 – Relating to Comprehensive Development Agreement authority for various projects (Effective 09/01/13)
- HB 474 – Relating to overweight vehicle corridor in Hidalgo County (Effective 09/01/13)
- HB 1573 – Relating to an optional county fee on vehicle registrations for Bexar County (Effective 09/01/13)
- HB 2424 – Relating to the designation of the part of U.S. Highway 83 Business in Hidalgo and Cameron Counties as a portion of the national Purple Heart Trail (Effective 09/01/13)
- HB 3126 – Relating to the authorization by referendum election of an increase in vehicle registration fee for Cameron County (Effective 09/01/13)

BILLS NOT PASSED:

- HB 106 – Relating to the permissible uses of the highway fund
  - Referred to committee on House Appropriations
- HB 116 – Relating to sunset review of regional mobility authorities
  - Referred to committee on House Transportation
- HB 117 – Relating to the composition of the Transportation Commission
  - Referred to committee on House Transportation
- HB 479 – Relating to the allocation to highway fund from various taxes
  - Referred to committee on House Appropriations
- HB 514 – Relating to revenue from tax imposed on vehicle highway fund
  - Referred to committee on House Appropriations
- HB 562 – Relating to suspension of toll collection during a disaster
  - Left pending in committee
- HB 782 – Relating to vehicle sale tax revenue state highway fund
  - Left pending in committee
- HB 1105 – Relating to the allocation of motor fuel tax revenue to highway
  - Referred to committee on House Appropriations
- HB 1823 – Relating to the allocation of tax revenue received from vehicle rentals
  - Referred to Senate Transportation Committee
- HB 1878 – Relating to the allocation of certain revenue for rail relocation
  - Referred to Senate Transportation Committee
- HB 1879, HB 1880, HB 1881, HB 1985 – Relating to funds dedicated to Texas rail relocation
  - Left pending in House Transportation Committee
- HB 2278 – Relating to funding from taxes from the sale of tires and vehicle parts for the Highway Fund
  - Left pending in House Appropriations Committee
- HB 2316 – Relating to an additional motor vehicle registration fee for the Texas Mobility Fund
  - Referred to House Appropriations
- HB 2492 – Relating to the allocation of revenue from taxes on the sale, rental, use of motor vehicles to the state highway fund
  - Referred to House Appropriations Committee
- HB 2903 – Relating to the appropriation of money from the Rainy Day Fund for the State Infrastructure Bank
  - Referred to House Appropriations Committee
- HB 2904 – Relating to the allocation to the State Highway Fund from taxes imposed on the sale, rental, or use of motor vehicles
  - Referred to House Appropriations Committee
- HB 3040 – Relating to the creation of a $50 fee on registration of a vehicle to fund transportation projects
  - Referred to House Appropriations
- HB 3291 – HCRMA Comprehensive Development Agreement authority for projects
  - Included in SB 1730
- SB 287 – Relating to the allocation of certain motor vehicle sales tax revenue to the State Highway Fund
  - Left pending in Senate Subcommittee on Fiscal Matters

NEXT STEPS

Culmination of 83rd Legislative Session leads lawmakers to turn their attention to the interim charges. Legislators are currently studying possible topics to research and investigate for the next legislative session. Recommendations from local leaders and residents are greatly appreciated, we will continue to work with you and your staff to promote the Hidalgo County Regional Mobility Authority legislative priorities.

CONCLUSION



HCRMA was instrumental in emphasizing the need to identifying funding to maintain and enhance our state's transportation infrastructure. Thanks to the dedication of our legislative delegation and your leadership, the 83rd Legislative Session is now recognized as one of the most successful sessions for South Texas!

For Questions or Comments Please Contact:

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