

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, OCTOBER 28, 2025
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE BLVD.
PHARR, TEXAS 78577

PRESIDING: ROBERT L. LOZANO, CHAIRMAN

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

PLEDGE OF ALLEGIANCE

INVOCATION

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

1. Legislative Update – Rene Ramirez, Pathfinder Public Affairs.
2. Review of proposed Interlocal Agreement with Cameron County Regional Mobility Authority to provide back office services for the 365 Tollway.
3. Review of proposed Memorandum of Understanding between the HCRMA and City of Mission and Hidalgo County.
4. Review of proposed Fiscal Year 2026 Operating & Capital Budget.
5. Review of Quarterly Investment Report for the Period Ending September 30, 2025.
6. Review of process flow for advance project development and construction of HCRMA Projects.

PUBLIC COMMENT

1. CHAIRMAN'S REPORT

- A. Western Hidalgo County Loop System Development.

2. STAFF REPORTS

- A. Report on Program Management Activity for the 365 Tollway Project – Ruben Alfaro, HCRMA
- B. Report on Construction Activity for the 365 Tollway Project – Ramon Navarro IV, HCRMA

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

- A. Approval of Minutes for the Regular Board Meeting held September 23, 2025 and the Special Board Meeting held October 6, 2025.
- B. Approval of Project & General Expense Report for the period from September 6, 2025 to October 7, 2025.
- C. Approval of Financial Reports for September 2025.
- D. Approval of Quarterly Investment Report for the Period Ending September 30, 2025.
- E. Resolution 2025-61 Consideration and approval of a one-year extension to the Interlocal Cooperative Agreement between the Hidalgo County Drainage District No. 1 and the Hidalgo County Regional Mobility Authority for the Design, Acquisition of Right of Way, and Construction of Drainage Outfalls for the 365 Tollway and International Bridge Trade Corridor Projects.
- F. Resolution 2025-62 – Consideration and approval of Contract Amendment Number 1 to the Professional Service Agreement with ECS Southwest LLP to increase maximum payable amount for Work Authorization Number 2.

4. REGULAR AGENDA

- A. Resolution 2025-63 - Consideration and authorization for staff to negotiate a professional service agreement with the top ranked firm to provide environmental and engineering services for Sections A West, C, E, and F of the Hidalgo County Loop System.
- B. Resolution 2025-64 – Consideration and approval of Contract Amendment Number 3 to the Professional Service Agreement with SWG Engineering to increase maximum payable amount and time extension to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project.

5. TABLED ITEMS

- A. Resolution 2025-56 –Consideration and approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority.
- B. Resolution 2025-58 –Consideration and approval of an Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway Project.

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

- A. Consultation with Attorney on legal issues pertaining to the annual evaluation of the Executive Director (Section 551.071 and 551.074 T.G.C.).
- B. Consultation with Attorney on legal issues pertaining to Hidalgo County Regional Mobility Authority bylaws and board governance (Section 551.071 T.G.C.).
- C. Consultation with Attorney on legal issues pertaining to the advance project development of the 365 Tollway Segment 4, Section “A” West and Section “C” of the Hidalgo County Loop System (Section 551.071 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to a Memorandum of Understanding between the Hidalgo County Regional Mobility Authority and Hidalgo County for Section “A” West (Section 551.071 T.G.C.).

- E. Consultation with Attorney on legal issues pertaining to ERCOT and AEP Transmission relocation of utility lines for the 365 Tollway Project (Section 551.071 T.G.C.).
- F. Consultation with Attorney on legal issues pertaining to the Joint Use Agreement between Hidalgo County Irrigation District Number 2 and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project (Section 551.071 T.G.C.).
- G. Consultation with Attorney on legal issues pertaining to that certain contract with Pulice Construction Inc. for the 365 Tollway Project.
- H. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (Section 551.071 T.G.C.).
- I. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Inspection, Engineering, Surveying and Environmental Services to include construction material testing (Section 551.071 T.G.C.).
- J. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
- K. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- L. Consultation with Attorney on legal issues pertaining to permitting overweight corridors (Section 551.071 T.G.C.).

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Regional Mobility Authority office (203 W. Newcombe Ave, Pharr, Texas 78577), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 22nd day of October 2025 at 5:00 pm and will remain so posted continuously for at least three (3) business days preceding the scheduled day of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Program Coordinator

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

PUBLIC COMMENT POLICY

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

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

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

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

Workshop

Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>10/20/2025</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>10/28/2025</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – PRESENTATION ON PUBLIC AFFAIRS.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Presentation on Public Affairs – Pathfinders.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Presentation only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: Approved Disapproved X None

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Workshop

Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/21/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REVIEW OF PROPOSED INTERLOCAL AGREEMENT WITH CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE BACK OFFICE SERVICES FOR THE 365 TOLLWAY.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of the proposed ILA with CCRMA to provide back office services for the 365 Tollway
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Review only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None

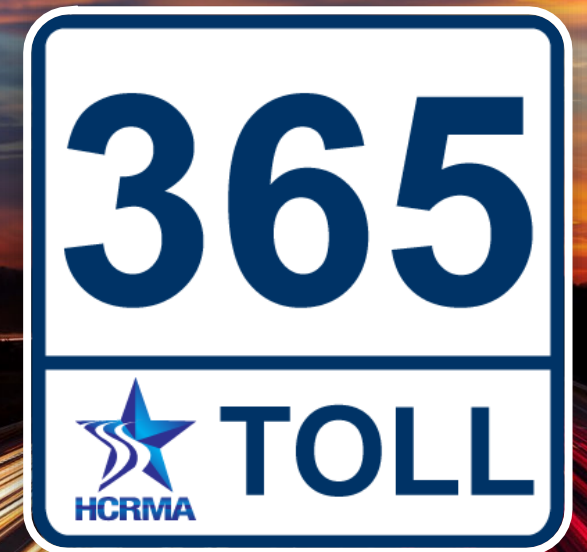


365 Tollway – HCRMA CSC Staffing Costs

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY
203 W. Newcombe Ave Pharr, Texas 78577



July 14, 2025



Cost Comparison

Topic Area	3 rd Party CSC (e.g. CTRMA)	CCRMA CSC	Cost Impact of CCRMA Alt.
On-Boarding/Interface	\$500K*	\$ 0	-\$500K
IBT Cost	\$400K per Year	\$ 0	-\$400K
AVI Cost Away (IOP Fee)	\$200K per Year	\$ 85K per Year*	-\$115K
Customer Service Center	Included above	\$400K per year	+\$400K
Local CSC Staff (optional)	\$40K per year	\$40K per year	\$ 0K
*Requires Negotiation and Confirmation	\$500K Capital \$640K Annually	\$0K Capital \$525K Annually	\$500K Capital Savings \$115K Annual Savings

Annual costs are average costs over the first 5 years.

Combined CSC Staffing Rates

- CCRMA forecasts need to increase staffing by 6
- Same hourly rates as existing staff (pass through without markup)
- CCRMA Expects full-time CSR at HCRMA.

CCRMA Existing Staff	
CSC Staff	CSC Cost
(2) Lead CSR's	\$118,373
(8) CSR	\$387,107
(1) Supervisor	\$83,726
(1) Toll Clerk	\$46,902
(1) BOS Specialist	\$51,875
Indirect/OH Cost (~8%)	\$50,000
Total CCRMA Cost	\$737,983

Proposed Additional Staff	
CSC Staff	CSC Cost
(2) Lead CSR's	\$118,373
(4) CSR	\$193,554
Indirect/OH Cost (~8%)	\$25,000
Total CCRMA Cost	\$336,927

*All numbers in 2024 USD



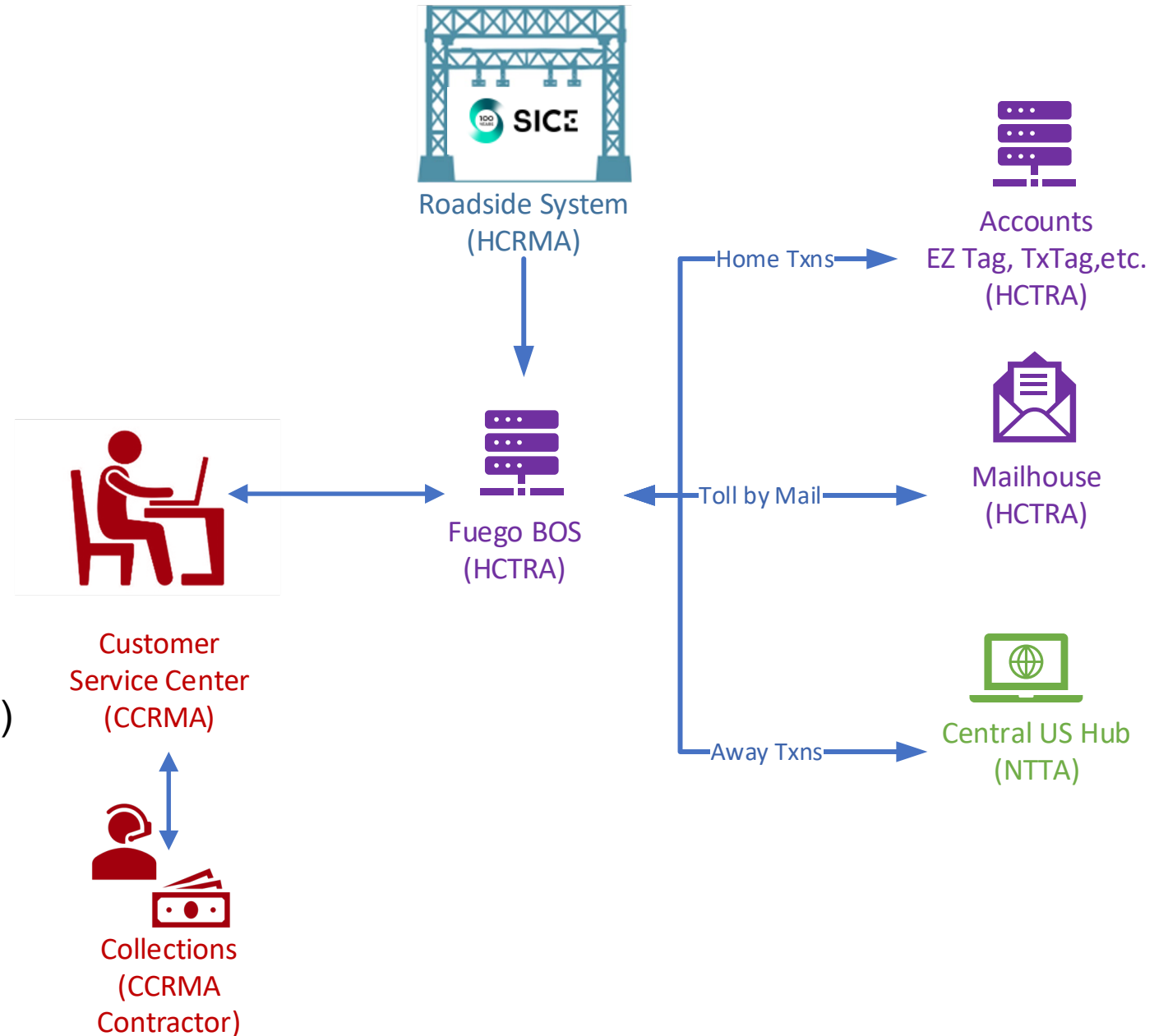
HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA & CCRMA Process Flow

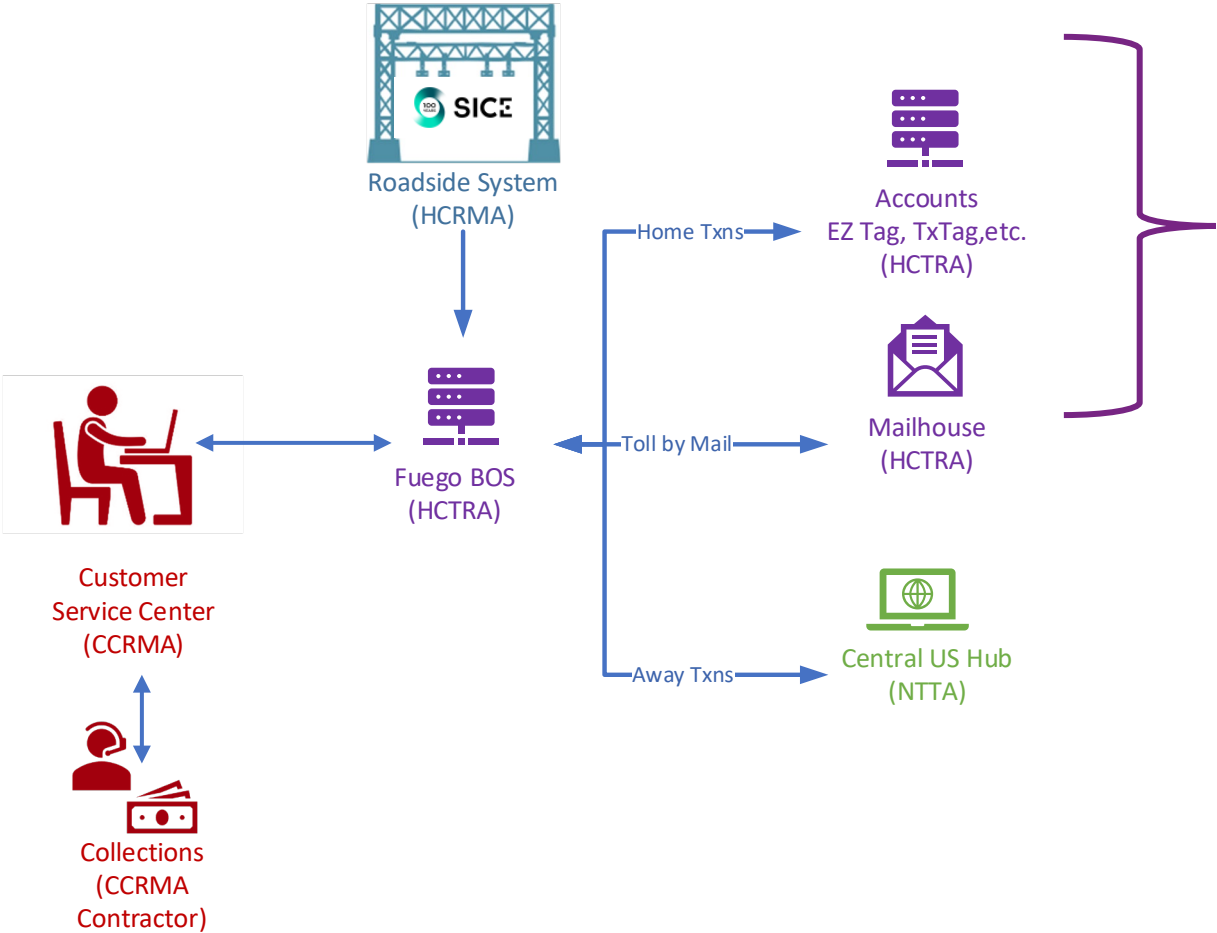
Key Takeaways:

- HCRMA provides
 - Fully formed transactions
- HCTRA provides
 - Back-Office System
 - Posts “Home” transactions
 - Mailhouse for Toll-by-Mail
 - Routes Away transactions to hub
- CCRMA provides
 - Customer service representatives (CSR)
 - Collections through vendor
- NTTA provides
 - Central US Hub



HCRMA & CCRMA

HCTRA Charges



HCTRA Charges:

- Based on revenue processed
- Up to \$7M:
 - \$30K per month charged to CCRMA
- Additional \$1M:
 - \$50K per month proportionally charged to Fuego Agencies

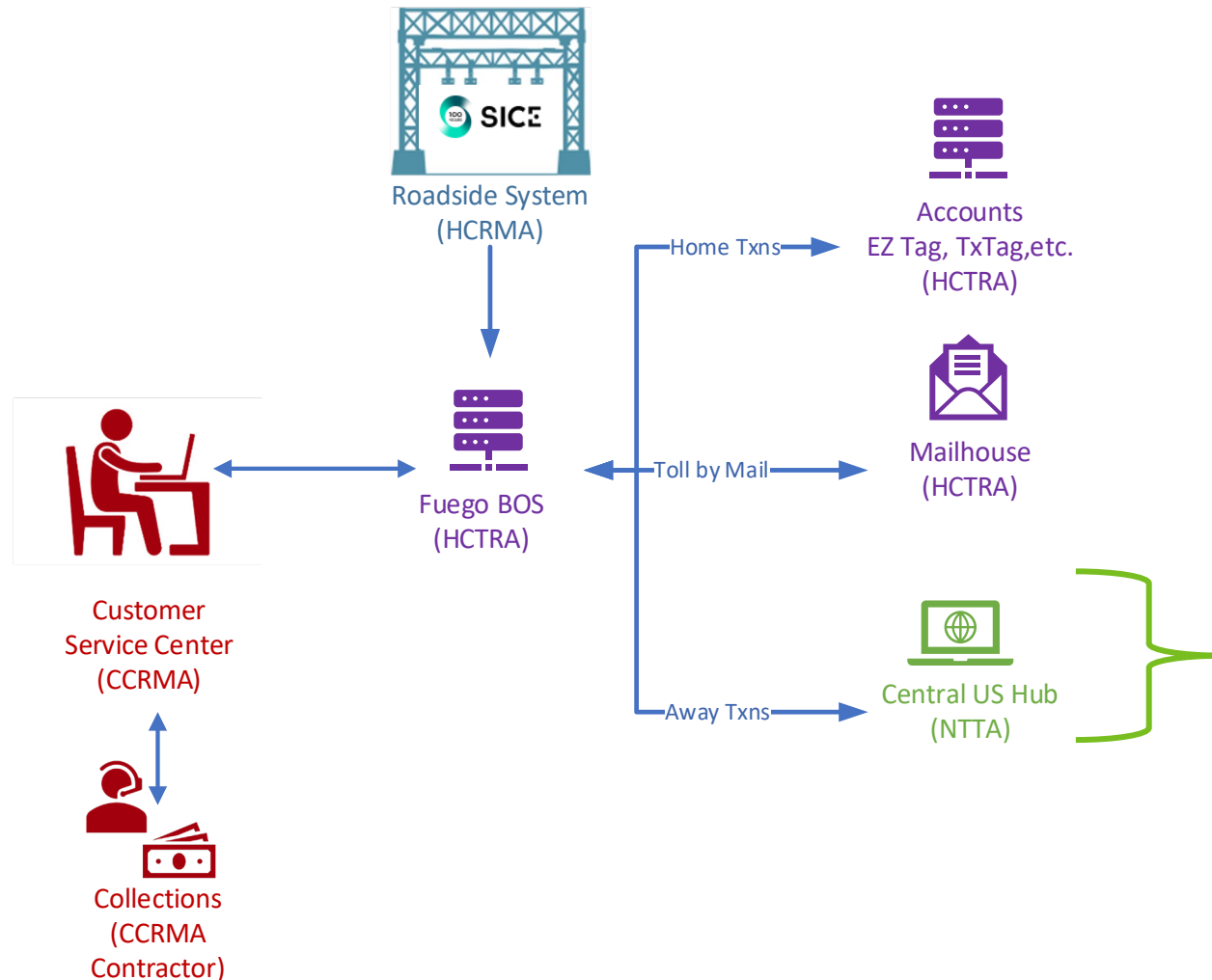
Example A	Individual Revenue	Amount Owed
HCRMA	\$1.5M	\$0K Base
CCRMA	\$5.0M	\$30K Base
Total	\$6.5M	\$30K

Example B	Individual Revenue	Amount Owed
HCRMA	\$2.0M	\$0K Base \$12.5K (25% of 50K)
CCRMA	\$6.0M	\$30K Base \$37.5K (75% of 50K)
Total	\$8.0M	\$30K Base \$50K for +\$1M

- Forecast to not to exceed \$7M for many years
- Paid through CCRMA

HCRMA & CCRMA

Hub Charges



Central US Hub Charges:

- Based on Transaction Volume and Value
 - \$0.05 per Transaction
 - 3.0% of Toll Amount
 - Minimum of \$0.08 per transaction

Examples	Toll Rate	Cost
Mainline Gantry 2, Class 1	\$1.10	\$0.05 (Fixed) \$0.03 (3%) \$0.08
Mainline Gantry 2, Class 3A	\$2.20	\$0.05 (Fixed) \$0.07 (3%) \$0.13
Ramp 1, Class 1A	\$0.70	\$0.05 (Fixed) \$0.02 (3%) \$0.07 → \$0.08

- Forecast
 - 45% Hub in 2026
 - 15% Hub by 2029
- Investment in Fuego Marketing required to achieve
- Paid through CCRMA

HCRMA & CCRMA

CCRMA Charges

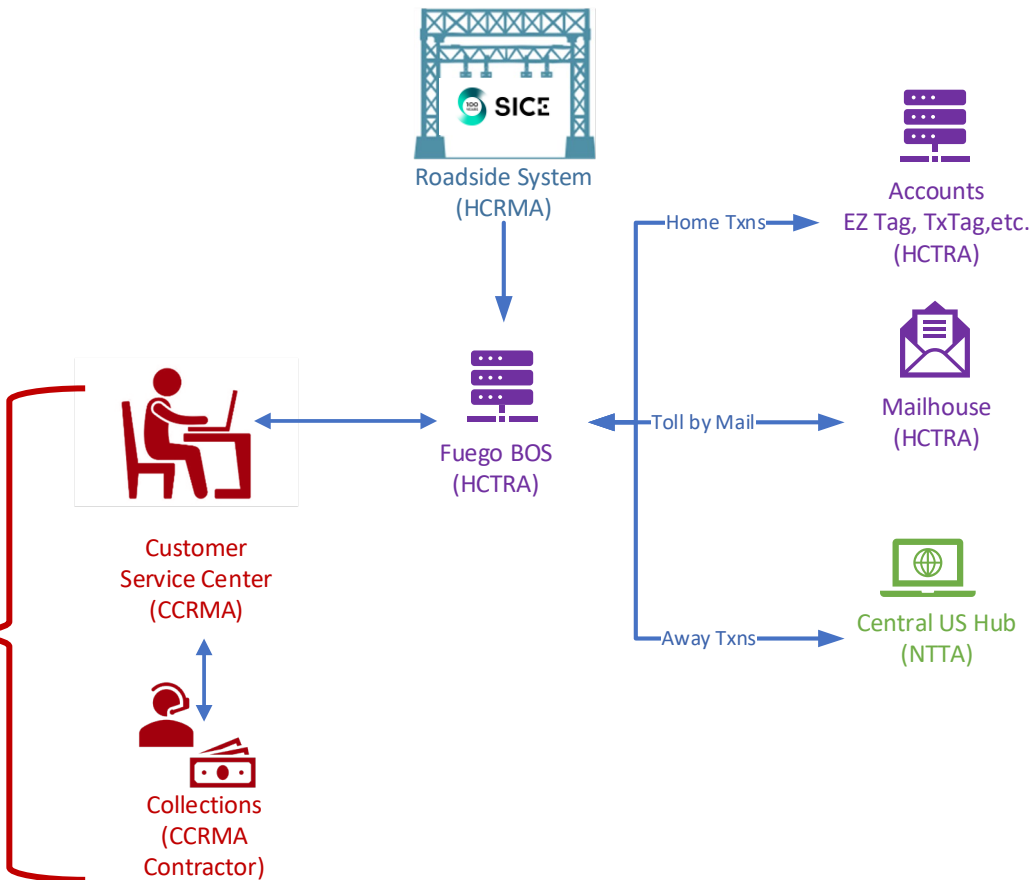
CCRMA Charges:

- Based on volume
 - 2 Lead CSRs
 - 4 CSRs
- No Onboarding Cost
- In-Kind Services (\$20K)

Additional CSC Labor

CSC Staff	CSC Cost
(2) Lead CSR's	\$118,373
(4) CSR	\$193,554
Indirect/OH Cost (8%)	\$25,000
Total	\$336,927

*All numbers in 2024 USD



- CCRMA forecasts need to increase staffing by 6 FTEs
- Same hourly rates as existing staff (pass through without markup)



CSC Cost Analysis



Yearly CSC Costs

- CSC costs increase by an escalation factor of ~5% YoY
- Costs are not based on
 - Toll TXN volume
 - Call volumes
 - Staffing forecast
- HCRMA costs are consistently 46% of CCRMA costs

Year	CCRMA		HCRMA	
	Toll TXN	CSC Cost	Toll TXN	CSC Cost
2026	7,800,180	\$813,626	4,642,000	\$371,462
2027	8,385,194	\$854,308	5,748,000	\$390,035
2028	9,014,084	\$897,023	6,914,000	\$409,537
2029	9,690,140	\$941,874	8,141,000	\$430,014
2030	10,416,901	\$988,968	9,431,000	\$451,514
2031	11,198,169	\$1,038,416	10,784,000	\$474,090
2032	12,038,032	\$1,090,337	11,136,000	\$497,795
2033	12,940,884	\$1,144,854	11,487,000	\$522,684
2034	13,911,450	\$1,202,097	11,841,000	\$548,819
2035	14,954,809	\$1,262,201	12,197,000	\$576,260

HDR Independent Staffing Analysis

- Average staff needed = **5 CSRs**
 - Based on toll TXNs
 - Forecasted call volumes



Key Takeaways on CCRMA Proposal (All costs for example year 2030)

- Savings
 - Lower Hub O&M Cost (more “Home” transactions with TxDOT adoption)
 - No CSC Capital Cost from CCRMA or HCTRA
 - No monthly HCTRA costs in foreseeable future
- Costs
 - One on-site CSR at HCRMA
 - Six additional CSRs at CCRMA Customer Service Center

Next Steps

- Update agreement
 - Commit to up to 6 FTEs and up to 5% escalation per year
 - Determine on-site CSR need
 - Develop language if CSR need exceeds 6 FTEs
- Respond to CCRMA with proposed language for attachment
- Follow up with HCTRA on agreement

Questions/Clarifications for CCRMA

1. In the ILA, we agreed to leave F in the recitals, but you all wanted to modify the language slightly. Could you provide that revision?
2. In exhibit D, item 1c mentions image review. Just as a reminder, we won't need those services since SICE will be doing image review and sending fully formed transactions to the BOS. We will modify the language to "may" use.
3. Regarding the forecasted number of CSC Staff:
 - a. How did you come up with the forecast for number of CSRs? This would help us independently assess the volume and need and also run a couple of scenarios in case we are under or over estimating volumes. The T&R was pretty conservative. E.g.:
 - i. Could you provide a little detail on how you developed your estimated CSR to volume ratio?
 - ii. Do you have some existing call volume data/transaction/CSR data you could share?
 - iii. Could you also provide us with a little information on the SLA/KPIs you have for the CSRs as the basis for your estimate?
4. What will the actual basis of the monthly invoice to HCRMA be? e.g.: Proportional percentage of CSR time/cost based on transaction volume? Number of CSR hours/cost above a threshold?
5. For the local HCRMA CSR hire, have you expected/forecast them also handling some call volume in addition to the local in-person support?

Workshop

Item 3

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/21/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: REVIEW OF PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE HCRMA AND CITY OF MISSION AND HIDALGO COUNTY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of the proposed Memorandum of Understanding between the HCRMA and City of Mission and Hidalgo County
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Review only.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None

MEMORANDUM OF UNDERSTANDING

AMONG

**HIDALGO COUNTY,
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, AND
CITY OF MISSION**

**FOR ADVANCED PROJECT PLANNING AND RIGHT OF WAY DONATION FOR SECTION A
AND THE ADVANCED PROJECT PLANNING OF SEGMENT 4
(THE “WESTERN INNER LOOP”) OF THE HIDALGO COUNTY LOOP PROJECT**

This Memorandum of Understanding (the “**MOU**”) is entered into on the _____ day of _____, 2025, by and among **Hidalgo County** (the “**County**”) a Texas political subdivision and county, acting through its County Judge, as authorized by the Hidalgo County Commissioners Court; the **Hidalgo County Regional Mobility Authority** (the “**HCRMA**”), a regional mobility authority and political subdivision of the State of Texas, acting through its Chairman, as authorized by the Hidalgo County Regional Mobility Authority Board of Directors, and the **City of Mission** (“**Mission**”), Texas municipal corporation and home rule city acting through its Mayor as authorized by the City of Mission City Council. The County, the HCRMA, and Mission may each individually be referred to herein to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the HCRMA was created in 2005 by request of Hidalgo County (the “**County**”) and approval of the Texas Transportation Commission (the “**Commission**”) to accelerate needed transportation projects in the County, including the Hidalgo County Loop project (the “**Loop Project**”);

WHEREAS, in 1996, the Hidalgo County Metropolitan Planning Organization and the Pharr District of the Texas Department of Transportation (“**TxDOT**”) agreed on the need for the Loop Project and initiated a corridor study area; in 2002, the County conducted a route study for the Loop Project and began advanced project development; in 2007, the HCRMA began efforts to undertake the Loop Project and from 2008-2010, a technically preferred alignment was established for the entire Loop Project;

WHEREAS, in 2010, the HCRMA elected to segment the Loop Project into Sections A-F for development (as described in Exhibit A), resulting in significant portions of the project being complete or underway, to wit: (i) the 365 Tollway, Segments 1 and 2 are currently under construction, Segment 3 is complete and open to traffic; (ii) the International Bridge Trade Corridor (“**IBTC**”) was environmentally cleared by the HCRMA and advanced planning is underway by TxDOT as a non-tolled project, and (iii) the I-69 Connection to IBTC (SH 68) is currently being designed by TxDOT as a non-tolled project;

WHEREAS, in 2016 and 2020, the HCRMA exercised primacy over components of the Loop Project, and pursuant to Section 373.007, Texas Transportation Code, an exercise of primacy over a phase of a toll project is an exercise of primacy over the entire project;

WHEREAS, the County and Mission (the “**Local Governments**”) have requested that the HCRMA expedite the development of (i) Section A of the Loop Project (the “**Section A**”, as further described below and on Exhibit A hereto), a key corridor in the Local Governments, and Mission has committed to dedicate

certain right-of-way necessary for the Project, and (ii) Segment 4 of the 365 Tollway (“**Segment 4**”, as further described below and on Exhibit A hereto), the connector from the 365 Tollway to Section A;

WHEREAS, Mission and the HCRMA previously entered into an interlocal agreement with Mission and the Mission Development Authority for advanced planning of Segment 4; and

WHEREAS, the HCRMA agrees to prioritize the development of Section A and Segment 4 as resources are available;

NOW, THEREFORE, in consideration of the facts recited above and the mutual terms and conditions contained herein below, the Parties agree and commit as follows:

I. Advanced Planning for Section A.

A. Section A. Section A is an off-system roadway, approximately 10.17 miles extending from FM 1016 (Conway Ave.) to W. Mile 3 Road. Section A shall be planned as (i) a restricted access toll road, with free frontage roads, connecting to or incorporated into the 365 Tollway and (ii) an Over Size/Overweight Corridor. Section A is estimated to cost \$411 million to complete, and for purposes of construction, shall be planned as a state and federally funded roadway (see Exhibit B, Preliminary Project Budget for Section A). Section A is anticipated to be developed through a traditional design, bid, build delivery process.

B. Project Sponsor and Project Manager. The HCRMA will remain as the “**Project Sponsor**” and “**Project Manager**” of Section A; and, as such, the HCRMA is responsible for defining the criteria for Section A project success, including timelines, roles, and milestones, as well as defining Section A project scope and establishing and implementing a phasing plan for Section A.

Prior to the completion of the (i) environmental assessment, (ii) preliminary design, (iii) plans, schematics, and estimates, (iv) traffic and revenue analysis, (v) right of way acquisition, and (vi) utility relocation (the “**Work**”), the HCRMA shall work with TxDOT to establish plans for funding the construction of Section A.

II. Contributions by the Parties for the Advanced Planning Phase for Section A.

A. Expediting Section A. Section A, which is currently on the HCRMA’s mid-term strategic plan for letting in 2033, shall be expedited for advanced project planning through the combined efforts and contributions of the Parties. The HCRMA agrees to prioritize advanced planning of Section A as resources are available.

B. Advanced Development Work Funding. A preliminary budget for the Work is included in Exhibit B. The HCRMA will seek funding to achieve the Work and will complete the Work as resources are available.

1. The Local Governments will advise if advanced planning funds for Section A become available due to (a) the reallocation of transportation dollars or (b) local funds becoming available.

2. Mission will donate certain right of way necessary for the Section A as described in Exhibit D.

3. The Local Governments will consider funding mechanisms to support the advanced planning, construction, and maintenance of Section A, including the development of and participation in a tax increment reinvestment zone or an assessment district around Section A.

III. Development of Segment 4.

A. Segment 4. Segment 4 is an off-system roadway, approximately 3.47 miles extending from FM 1016 (Conway Ave.) to FM 396 (Anzalduas Highway). Segment 4 shall be planned as (i) a restricted access toll road, with free frontage roads, connecting to or incorporated into the 365 Tollway and (ii) an Over Size/Overweight Corridor. Segment 4 is estimated to cost \$141 million to complete, and for purposes of construction, shall be planned as a state and federally funded roadway (see Exhibit C, Preliminary Project Budget for Segment 4). Segment 4 is anticipated to be developed through a traditional design, bid, build delivery process.

B. Project Sponsor and Project Manager. The HCRMA will remain as the Project Sponsor and Project Manager of Segment 4; and, as such, the HCRMA is responsible for defining the criteria for Segment 4 project success, including timelines, roles, and milestones, as well as defining Segment 4 project scope and establishing and implementing a phasing plan for the Segment 4.

Prior to the completion of the (i) environmental assessment update, (ii) preliminary design, (iii) plans, schematics, and estimates, (iv) traffic and revenue analysis, (v) right of way acquisition, and (vi) utility relocation (the “**Work**”), the HCRMA shall work with TxDOT to establish plans for funding the construction of Segment 4.

IV. Contributions by the Parties for the Advanced Planning Phase for Segment 4.

A. Expediting Segment 4. Segment 4, which is currently on the HCRMA’s mid-term strategic plan for letting in 2029, shall be expedited for advanced project planning through the combined efforts and contributions of the Parties. The HCRMA agrees to prioritize advanced planning of Segment 4 as resources are available.

B. Advanced Development Work Funding. A preliminary budget for Segment 4 is included in Exhibit C. The HCRMA will seek funding to achieve the Work and will complete the Work as resources are available.

1. The Local Governments will advise if advanced planning funds for Segment 4 become available due to (a) the reallocation of transportation dollars or (b) local funds becoming available.

2. The Local Governments will consider funding mechanisms to support the advanced planning, construction, and maintenance of Segment 4, including the development of and participation in a tax increment reinvestment zone or an assessment district around Segment 4.

V. Definitive Agreements.

Upon full approval and execution of this Agreement, negotiations will commence on finalizing the contracts necessary to carry out the commitments summarized in this MOU, to specifically include a Right of Way

Donation Agreement with Mission. To the extent either of the Local Governments are able to identify additional funds for advanced planning of either Section A or Segment 4, or both; or if the Local Governments, jointly or individually, elects to create a new funding mechanism for either Section A or Segment 4, then the Parties may enter into a Joint Funding Agreement, or other appropriate agreement to memorialize such contributions.

The foregoing notwithstanding, this MOU shall not be construed to require a Party to approve any recommended or negotiated contract identified in this MOU; each Party may, in its sole discretion and for any reason, elect to approve or not to approve or execute any subsequent contract.

VI. Non-binding MOU.

This MOU is not legally binding and is only intended to summarize the understanding among the Parties and to show an intent to proceed in general accordance with the commitments and agreements summarized herein. Nothing expressed or implied herein legally commits any Party to perform any obligation or commitment. Only a fully executed definitive contract(s) will be binding on the Parties signing said contract(s).

VII. Miscellaneous.

- A. Termination. This MOU may be terminated at any time by mutual agreement of the Parties. This MOU will automatically terminate if the Donation Agreement is not finalized and fully executed before December 31, 2025, unless otherwise agreed to by the Parties.
- B. Amendment. This MOU may not be amended or supplemented except in a subsequent writing expressly modifying or supplementing this MOU and signed by the Parties.
- C. Counterparts. This MOU may be executed in one or more counterparts which may include mutually approved electronic execution, each of which shall be deemed an original and all of which taken together will constitute the same instrument.
- D. Governing Law; No Waiver of Immunity. This MOU is governed by the laws of the State of Texas, without regard to conflict of laws principles. Notwithstanding any provision in this MOU, no Party will be required to perform any act or to refrain from any act if that performance or non-performance would constitute a violation of the Constitution or other laws of the State of Texas. The Parties do not intend to waive of any immunity to which it is entitled under Texas law.
- E. No Assignment. This MOU, and any interest or right in this MOU, may not be assigned by any Party.

[Signature page to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

Richard Cortez
County Judge

Date:

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

Robert L. Lozano
Chairman

Date:

CITY OF MISSION

Nori Gonzalez Garza
Mayor

Date:

Exhibit A
Hidalgo County Loop Project, including Section A

HIDALGO COUNTY LOOP PROJECT

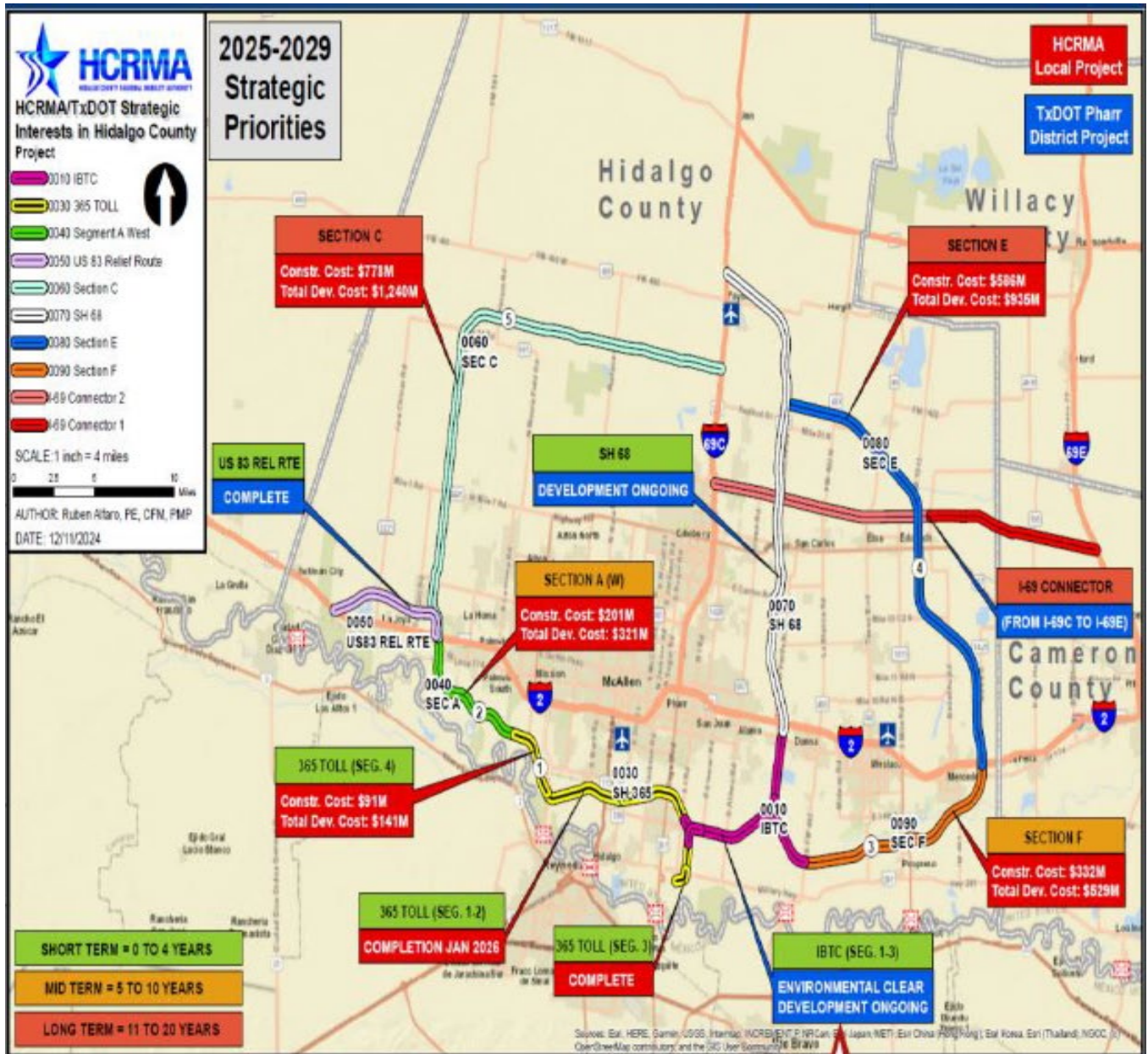


Exhibit B

Advanced Planning Budget for Section A (Preliminary – October, 2025)

Uses of Funds

Total estimated cost of the Work: \$111,762,060

GEC / Project Management	\$3,966,300
Environmental Clearance and Preliminary Engineering	\$13,221,000
PS&E	\$7,403,760
ROW Acquisition**	\$73,950,000
Utility Relocation	\$13,221,000
Environmental Mitigation***	tbd

***ROW acquisition is anticipated to include residential displacements*

****Environmental mitigation is anticipated to include addressing
federally protected land*

Exhibit C

Advanced Planning Budget for Segment 4 (Preliminary – October, 2025)

Uses of Funds

Total estimated cost of the Work: \$

GEC / Project Management	\$
Environmental Update and Preliminary Engineering	\$
PS&E	\$
ROW Acquisition**	\$
Utility Relocation	\$
Environmental Mitigation	tbd

***ROW acquisition excludes tracts donated by the City of Mission*

Exhibit D

City of Mission Right of Way Designated for Donation

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Workshop

Item 4

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 4 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/21/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: REVIEW OF PROPOSED FISCAL YEAR 2026 OPERATING AND CAPITAL BUDGET
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of proposed Fiscal Year 2026 Operating and Capital Budget
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Review only.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None



Board of Directors

Robert L. Lozano, Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Jose Maria "Joe" Ochoa, Director
Javier Peña, Director
Roel "Roy" Rodriguez, P.E., Director
Michael J. Williamson, Director

October 13, 2025

Chairman Lozano
Members of the Board of Directors
Hidalgo County Regional Mobility Authority
Citizens of Hidalgo County
Pharr, Texas 78577

We are pleased to present the Preliminary Budget for the Hidalgo County Regional Mobility Authority (Authority) for the year ending December 31, 2026. Copies are available for inspection at the Executive Director's Office and the Authority's website, www.hcrma.net.

GUIDELINES FOR DEVELOPING THIS YEAR'S BUDGET

The Budget has been developed consistent with the Authority's mission statement, *"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services"*, complementing the Strategic Plan, a summary of which is included in this document, and will be implemented by staff according to the Authority's *Vision-Enhance the quality of life and economic vitality of the region*. We believe that it is realistic, attainable and cost-effectively meets the level of effort, envisioned in the mission statement, which you have directed the Authority's staff to provide within the constraints of the Authority's budgetary and financial policies.

OVERVIEW OF THIS YEAR'S BUDGET

The year begins with estimated working capital, debt service funds, and construction project balances at \$63M. Total resources are expected to add to that almost \$46.3M. Of that amount: \$7.8M is expected to be received through vehicle registration fees, \$1.9M in permit fees, \$35.0M in federal grant and \$1.4M from estimated interest earnings. Total appropriations amount to \$92.2M--\$4.0M of which is dedicated to operations, \$8.7M to debt service, and \$78.5M in capital construction of the 365 Tollway Project and \$1.0M in environmental clearances of section A. At this level of activity, we anticipate that ending working capital, debt service funds, and capital improvement will approximate \$16.6M.

CURRENT YEAR ISSUES

Revenues

A conservative approach was taken regarding the Vehicle Registration Revenues and were budgeted at \$7.8M reflecting a slight increase from the prior year. Permit fees were budgeted at \$1.9M.

Operating Budget

The estimated operating budget is \$4.0M. This represents an increase of \$50.5K or 1.26% as compared to last year. The increase is primarily due to slight increase in personnel costs.

Capital Outlay

Amount budgeted this year is \$22K, which consists of: \$10K administration; and \$12K for construction management. This represents an increase of \$7k as compared to the prior year.

SUMMARY

We believe that this budget is realistic, attainable and cost-effectively meets not only the existing advance project development pace, which you have directed Authority staff to follow. It also addresses the issues that arose during the budget process. It will be closely monitored as to the performance of revenues and compliance with appropriations limits, with periodic reports provided to the Board of Directors.

In closing, I want to thank Celia Gaona, Chief Administrative Officer and Jose Castillo, Chief Financial Officer for each's contribution and efforts during the budget process and preparation of this document. Additionally, I would like to thank the Chairman and the Board of Directors for their direction and continued support of management and staff.

Respectfully Submitted,

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



Pilar Rodriguez, PE
Executive Director

<p align="center">Hidalgo County Regional Mobility Authority 2026 Combined Preliminary Budget Summary All Funds</p>
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	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund:				
General Fund-Operations	\$ 12,420,079	\$ 10,000,000	\$ -	\$ (5,936,396)
Sr Lien General FD(Reserved)--Estimate	\$ 2,903,808	\$ 100,000	\$ -	\$ (2,803,808)
Total General Fund	\$ 15,323,887	\$ 10,100,000	\$ -	\$ (8,740,204)
Debt Service Funds:				
Senior Lien Vehicle Registration Fee Series 2020				
Revenue and Refunding Bonds	\$ 460,492	\$ 45,000	\$ 3,965,954	\$ -
Senior Lien Revenue Bond, Taxable Series 2022A	\$ 63,704	\$ 40,000	\$ 3,295,900	\$ -
Junior Lien Revenue Bond, Taxable Series 2022B	\$ 9,361	\$ 10,000	\$ 1,478,350	\$ -
Tota Debt Service Funds	\$ 533,557	\$ 95,000	\$ 8,740,204	\$ -
Capital Project Funds:				
Capital Improvements--365 Toll Road	\$ 46,660,213	\$ 36,116,127	\$ -	\$ -
Tota Capital Project Funds	\$ 46,660,213	\$ 36,116,127	\$ -	\$ -
TOTALS	\$ 62,517,657	\$ 46,311,127	\$ 8,740,204	\$ (8,740,204)

Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
\$ 4,022,138	\$ 22,000	\$ -	\$ 4,044,138	\$ 19,466	\$ 12,439,545
\$ -	\$ -	\$ -	\$ -	\$ (2,703,808)	\$ 200,000
<u>\$ 4,022,138</u>	<u>\$ 22,000</u>	<u>\$ -</u>	<u>\$ 4,044,138</u>	<u>\$ (2,684,342)</u>	<u>\$ 12,639,545</u>
\$ -	\$ -	\$ 3,965,954	\$ 3,965,954	\$ 45,000	\$ 505,492
\$ -	\$ -	\$ 3,295,900	\$ 3,295,900	\$ 40,000	\$ 103,704
\$ -	\$ -	\$ 1,478,350	\$ 1,478,350	\$ 10,000	\$ 19,361
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,740,204</u>	<u>\$ 8,740,204</u>	<u>\$ 95,000</u>	<u>\$ 628,557</u>
\$ -	\$ 79,441,807	\$ -	\$ 79,441,807	\$ (43,325,680)	\$ 3,334,533
<u>\$ -</u>	<u>\$ 79,441,807</u>	<u>\$ -</u>	<u>\$ 79,441,807</u>	<u>\$ (43,325,680)</u>	<u>\$ 3,334,533</u>
<u>\$ 4,022,138</u>	<u>\$ 79,463,807</u>	<u>\$ 8,740,204</u>	<u>\$ 92,226,149</u>	<u>\$ (45,915,022)</u>	<u>\$ 16,602,635</u>

Hidalgo County Regional Mobility Authority
General Fund Preliminary Budget Summary
For Year Ending December 31, 2026



	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Beginning Working Capital	\$ 6,442,712	\$ 9,786,626	\$ 9,530,480	\$ 12,420,079
<u>Revenues</u>				
Vehicle Registration Fees	7,118,810	7,500,000	7,500,000	7,800,000
Permit fees oversize	2,001,105	2,000,000	1,800,000	1,900,000
Interest Income-Operations Only	404,812	300,000	310,000	300,000
Total Revenues	9,524,727	9,800,000	9,610,000	10,000,000
<u>Expenditures</u>				
<u>Summary</u>				
Personnel Services	1,798,872	2,856,805	2,068,497	2,950,388
Supplies	10,746	16,750	10,250	18,250
Other Services and Charges	618,684	981,000	594,650	993,500
Maintenance	4,540	108,000	36,100	44,000
Non-capital Outlay	-	16,000	8,500	16,000
Capital Outlay	-	15,000	6,500	22,000
Total Expenditures	2,432,842	3,993,555	2,724,497	4,044,138
Net Increase Before Other Financing Sources (Uses)	7,091,885	5,806,445	6,885,503	5,955,862
Other Financing Sources (Uses):				
Transfers-In (Out)				
Debt Service Fund - 2020A/2020B Bonds	(3,973,317)	(3,970,904)	(3,970,904)	(3,965,954)
Debt Service Fund - 2022A/2022B Bonds	-	-	-	(1,970,442)
Debt Service Fund - Other	(30,800)	-	(25,000)	-
Total Other Financing Uses	(4,004,117)	(3,970,904)	(3,995,904)	(5,936,396)
Net Increase (Decrease) After Other Financing Sources (Uses)	3,087,768	1,835,541	2,889,599	19,466
Ending Working Capital	\$ 9,530,480	\$ 11,622,167	\$ 12,420,079	\$ 12,439,545
Operating Expenditures per Day	\$ 6,665	\$ 8,722	\$ 7,464	\$ 11,080
No. of Days of Operating Expenditures in Working Capital	1,430	795	1,664	1,123
Bond Coverage Ratio: 2020A and 2020B Bonds	1.79	1.89	1.89	1.97



General Fund

www.hcrma.net

Departments Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2024	2025	2025	2026
Personnel Services				
Salaries and Wages	\$ 1,373,586	\$ 2,173,984	\$ 1,607,971	\$ 2,318,176
Employee Benefits	399,861	643,821	429,776	597,112
Administrative Cost	25,425	39,000	30,750	35,100
Supplies	10,746	16,750	10,250	18,250
Other Services and Charges	618,684	981,000	594,650	993,500
Maintenance	4,540	108,000	36,100	44,000
Operations Subtotal	2,432,842	3,962,555	2,709,497	4,006,138
Capital and Non-capital Outlay	-	31,000	15,000	38,000
Total Expenditures	\$ 2,432,842	\$ 3,993,555	\$ 2,724,497	\$ 4,044,138
PERSONNEL				
Exempt	4	6	5	8
Non-Exempt	7	14	10	10
Part-Time	2	-	-	-
Total Positions Authorized	13	20	15	18

MAJOR FY 2026 GOALS

- 1.) Continue construction of the 365 Toll Project
- 2.) Begin enviornmental clearance document for Section A .
- 3.) Continueo utreach and marketing the 365 Toll Project.

Department Summary

Expenditure Detail:	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
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COMPENSATION

Salaries	\$ 587,136	\$ 844,500	\$ 603,108	\$ 854,750
Contingency	-	42,225	-	42,738

Total Salaries	587,136	886,725	603,108	897,488
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Other

Overtime	1,789	1,000	3,000	2,000
Vehicle Allowance	16,837	26,400	16,800	26,400
Phone Allowance	5,111	7,500	5,100	7,500

Total Other	23,737	34,900	24,900	35,900
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Sub-Total	610,873	921,625	628,008	933,388
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Benefits/Other:

Social Security	39,630	67,911	42,780	68,811
Health Insurance	30,913	59,040	36,285	59,040
Health Insurance-other	-	-	660	660
Retirement	70,297	123,838	92,964	116,753
EAP-Assistance	-	348	214	348
Retirement-Usct	-	90,000	-	-
Compensated Absences	52,290	-	-	-
Administrative Fee	10,050	15,600	13,725	15,600

Total Compensation and Adm. Fees	814,053	1,278,362	814,636	1,194,600
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SUPPLIES

Office Supplies	5,386	6,000	7,000	10,000
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Total Supplies	5,386	6,000	7,000	10,000
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OTHER SERVICES & CHARGES

Janitorial	-	1,000	300	500
Utilities	2,535	3,000	800	1,500
Contractual Services	5,664	8,000	4,500	4,000
Contractual Adm/IT Services	12,701	12,000	11,200	12,000
Dues & Subscriptions	14,889	18,000	16,500	18,000
Subscriptions-software	189	500	900	1,400
Postage/FedEx/Courier Services	2,321	2,000	1,800	2,000
General Liability	4,083	5,000	5,000	6,000
Insurance - E&O	1,833	2,000	2,000	3,000
Insurance - Surety	693	800	800	800
Insurance - LOC	500	500	500	500
Insurance - Other	8,182	7,000	4,500	5,000
Insurance - Cybersecurity	2,807	12,000	7,000	8,000
Business Meals	3,604	2,500	1,000	1,500
Advertising	1,727	2,200	-	2,200

Expenditure Detail (Continued):				
	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Marketing	\$ -	\$ 250,000	\$ 7,000	\$ 250,000
Outreach	-	50,000	6,000	50,000
Training	6,078	8,000	10,000	12,000
Travel	830	6,000	4,800	10,000
Printing	383	10,000	10,000	10,000
Bank service charges	-	100	-	100
Accounting & Auditing	33,460	40,000	35,000	40,000
Legal services	37,830	50,000	62,000	70,000
Legal services-gov. affairs	120,000	120,000	120,000	120,000
Financial consulting fees	29,391	20,000	22,000	20,000
Insurance consultant	7,000	15,000	9,000	15,000
Rental - Office	-	54,000	54,000	54,000
Rental - Office Equipment	8,687	9,000	7,000	9,000
Rental- Other	2,750	3,500	5,400	6,000
Contractual Website Services	2,400	25,000	2,400	25,000
Miscellaneous	3,500	500	-	500
Penalties & Interest	82,986	100	-	100
Bank service charges				
Total Other Services & Charges	<u>397,023</u>	<u>737,700</u>	<u>411,400</u>	<u>758,100</u>
<u>MAINTENANCE</u>				
Building Remodel	-	100,000	20,000	-
Maintenance and Repairs	<u>2,680</u>	<u>5,000</u>	<u>3,100</u>	<u>25,000</u>
Total Maintenance	<u>2,680</u>	<u>105,000</u>	<u>23,100</u>	<u>25,000</u>
<u>CAPITAL OUTLAY</u>				
Capital outlay	-	10,000	6,500	10,000
Non-capital		<u>10,000</u>	<u>6,500</u>	<u>10,000</u>
Total Capital Outlay	<u>-</u>	<u>20,000</u>	<u>13,000</u>	<u>20,000</u>
Total Expenditures	<u>\$ 1,219,142</u>	<u>\$ 2,147,062</u>	<u>\$ 1,269,136</u>	<u>\$ 2,007,700</u>

Department Summary

Expenditure Detail:	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
COMPENSATION				
Salaries	\$ 583,378	\$ 621,485	\$ 665,039	\$ 792,750
Contingency	-	31,074	-	39,638
Total Salaries	583,378	652,559	665,039	832,388
Other				
Overtime	102,894	50,000	151,124	150,000
Vehicle Allowance	7,216	7,200	7,200	14,400
Phone Allowance	7,153	9,600	8,200	9,600
Total Other	117,263	66,800	166,524	174,000
Sub-Total	700,641	719,359	831,563	1,006,388
Benefits/Other:				
Social Security	52,089	53,746	62,278	75,153
Health Insurance	48,244	59,040	44,895	59,040
Retirement	90,658	83,956	111,010	127,514
EAP-Assistance	-	348	348	348
Administrative Fee	14,625	15,600	15,075	15,600
Total Compensation and Adm. Fees	906,257	932,049	1,065,169	1,284,043
SUPPLIES				
Office Supplies	2,705	5,000	1,500	5,000
Small Tools	2,153	5,000	1,000	2,500
Total Supplies	4,858	10,000	2,500	7,500
OTHER SERVICES & CHARGES				
Janitorial	-	300	1,000	2,400
Utilities	697	750	750	750
Uniforms	972	4,000	3,000	5,000
Dues & Subscriptions	2,948	1,000	250	500
Subscriptions-software	39,420	25,000	25,000	26,000
Postage	-	250	-	250
Advertising	36,212	7,000	3,000	5,000
Training	1,845	5,000	3,000	5,000
Travel	1,944	5,000	5,000	8,000
Printing & Publications	-	100	-	100
Rental-Office Equipment	2,634	2,800	3,700	3,800
Rental-Other	408	2,000	-	2,000
Vehicle Rental	62,522	70,000	66,000	68,000
Vehicle Insurance	6,755	4,000	4,000	4,000
Vehicle Maintenance	2,027	2,500	6,500	8,000
Vehicle Fuel	9,298	10,000	11,000	12,000
Total Other Services & Charges	167,682	139,700	132,200	150,800
CAPITAL OUTLAY				
Capital Outlay	-	5,000	-	12,000
Non-Capitalized	-	3,000	2,000	3,000
	-	8,000	2,000	15,000
Total Expenditures	\$ 1,078,797	\$ 1,089,749	\$ 1,201,869	\$ 1,457,343

Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2024	2025	2025	2026

COMPENSATION

Salaries	\$ 58,615	\$ 485,000	\$ 140,000	\$ 340,000
Contingency	-	21,600	-	21,600

Total Salaries	58,615	506,600	140,000	361,600
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Other

Vehicle Allowance	2,963	21,600	7,200	14,400
Phone Allowance	494	4,800	1,200	2,400

Total Other	3,457	26,400	8,400	16,800
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Sub-Total	62,072	533,000	148,400	378,400
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Benefits/Other:

Social Security	4,666	38,300	11,107	27,662
Health Insurance	3,091	29,520	7,380	14,760
Retirement	7,983	37,600	19,811	46,936
EAP-Assistance	-	174	44	87
Administrative Fee	750	7,800	1,950	3,900

Total Compensation and Adm. Fees	78,562	646,394	188,692	471,745
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SUPPLIES

Office Supplies	502	750	750	750
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Total Supplies	502	750	750	750
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OTHER SERVICES & CHARGES

Dues & Subscriptions	100	1,500	300	1,500
Subscriptions-Software	52,420	75,000	45,000	70,000
Postage	46	100	50	100
Advertising	-	5,000	1,800	5,000
Training	645	3,000	1,200	3,000
Travel	-	3,000	2,000	4,000

Total Other Services & Charges	53,211	87,600	50,350	83,600
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CAPITAL OUTLAY

Non-capitalized	-	3,000	-	3,000
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Total Capital Outlay	-	3,000	-	3,000
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Total Expenditures	\$ 132,275	\$ 737,744	\$ 239,792	\$ 559,095
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**Department Summary**

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2024	2025	2025	2026

MAINTENANCE

Maintenance and Repairs-BSIF	\$ 1,860	\$ 3,000	\$ 3,000	\$ 4,000
Total Maintenance	1,860	3,000	3,000	4,000

OTHER SERVICES & CHARGES

Insurance	-	15,000	-	-
Utilities-BSIF	768	1,000	700	1,000
Total Other Services & Charges	768	16,000	700	1,000

Total Expenditures	\$ 2,628	\$ 19,000	\$ 3,700	\$ 5,000
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WETLAND Operations

www.hcrma.net

Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2024	2025	2025	2026

MAINTENANCE

Maintenance and Repairs-BSIF	\$ -	\$ -		
Total Maintenance	-	-	-	-

OTHER SERVICES & CHARGES

Insurance	-	-	-	
Utilities-BSIF	-	-	10,000	15,000
Total Other Services & Charges	-	-	10,000	15,000
Total Expenditures	\$ -	\$ -	\$ 10,000	\$ 15,000

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Fund Preliminary Balance Summary
For Year Ending December 31, 2026

www.hcrma.net



	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Beginning Fund Balance	\$ 336,827	\$ 395,827	\$ 412,942	\$ 460,942
Revenues:				
Interest	75,096	50,000	48,000	45,000
Total Revenues	75,096	50,000	48,000	45,000
Expenditures:				
Principal	2,325,000	2,345,000	2,345,000	2,365,000
Interest and Fee Expenses	1,648,317	1,625,904	1,625,904	1,600,954
Total Debt Service Expenditures	3,973,317	3,970,904	3,970,904	3,965,954
Total Expenditures	3,973,317	3,970,904	3,970,904	3,965,954
Other Financing Sources:				
Transfer-in General Fund	3,974,336	3,970,904	3,970,904	3,965,954
Total Other Financing Sources	3,974,336	3,970,904	3,970,904	3,965,954
Ending Fund Balance	\$ 412,942	\$ 445,827	\$ 460,942	\$ 505,942

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Revenue Bond, Taxable Series 2022A
Fund Preliminary Balance Summary
For Year Ending December 31, 2026

www.hcrma.net



	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Beginning Fund Balance	\$ 4,465,608	\$ 4,064,391	\$ 720,219	\$ 63,704
Revenues:				
Interest	169,724	100,000	70,000	40,000
Total Revenues	169,724	100,000	70,000	40,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	3,295,900	3,295,900	3,295,900	3,295,900
Total Debt Service Expenditures	3,295,900	3,295,900	3,295,900	3,295,900
Other Financing Sources:				
Interfund Transfer-in	-	-	2,569,385	3,295,900
Interfund Transfer-(out)	(619,213)	-	-	-
Total Other Financing Sources	(619,213)	-	2,569,385	3,295,900
Ending Fund Balance	\$ 720,219	\$ 868,491	\$ 63,704	\$ 103,704

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lien Revenue Bond, Taxable Series 2022B (1)
Fund Preliminary Balance Summary
For Year Ending December 31, 2026

www.hcrma.net



	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Beginning Fund Balance	\$ 119,248	\$ (297,094)	\$ 331,105	\$ 9,361
Revenues:				
Interest	20,986	10,000	12,000	10,000
Total Revenues	20,986	10,000	12,000	10,000
Expenditures:				
Interest Expense	1,478,350	1,478,350	1,478,350	1,478,350
Total Debt Service Expenditures	1,478,350	1,478,350	1,478,350	1,478,350
Other Financing Sources:				
Transfer-in General Fund	310,832	-	-	-
Interfund transfer-Other	1,358,389	1,765,444	1,144,606	1,478,350
Total Other Financing Sources	1,669,221	1,765,444	1,144,606	1,478,350
Ending Fund Balance	<u>\$ 331,105</u>	<u>\$ -</u>	<u>\$ 9,361</u>	<u>\$ 19,361</u>

(1) Source of Funds:

Debt Service Account and Jr. Lien Bonds Account

Hidalgo County Regional Mobility Authority
CAPITAL IMPROVEMENT FUND BUDGET
Fund Preliminary Balance Summary
For Year Ending December 31, 2026

www.hcrma.net



	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Beginning Fund Balance	\$ 73,067,844	\$ 119,000,000	\$ 100,224,955	\$ 46,660,213
Revenues:				
TxDOT Grant	24,094,669	55,000,000	9,000,000	35,116,127
Interest	4,203,839	1,000,000	3,200,000	1,000,000
Total Revenues	<u>28,298,508</u>	<u>56,000,000</u>	<u>12,200,000</u>	<u>36,116,127</u>
Expenditures:				
CONSULTING AND ENGINEERING	-	-	9,700,000	4,539,890
SH 365-ENVIORNMENTAL	-	-	36,000	120,000
SH365-ROW	3,747	-	-	-
365 UTILITIES RELOCATION	1,131,625	-	3,000,000	2,500,000
IBTC ROW MOWING	5,800	-	5,250	-
LEGAL FEES	225	-	290,000	300,000
WETLAND	-	-	2,646,492	-
365 PROJECT CONSTRUCTION	-	-	47,000,000	65,981,917
365 TOLLWAY SYSTEM	-	-	3,000,000	5,000,000
Enviornmental Clearance-Section A	-	500,000	54,000	1,000,000
Enviornmental Clearance-Section E	-	500,000	33,000	-
Total Expenditures	<u>1,141,397</u>	<u>1,000,000</u>	<u>65,764,742</u>	<u>79,441,807</u>
Other Financing Sources (Uses):				
Transfer-out capital projects(365)	-	95,459,312	-	-
Total Other Financing Uses	<u>-</u>	<u>95,459,312</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	<u>\$ 100,224,955</u>	<u>\$ 78,540,688</u>	<u>\$ 46,660,213</u>	<u>\$ 3,334,533</u>

Hidalgo County Regional Mobility Authority
CAPITAL PROJECT FUND BUDGET
Constuction Tollway 365 Project
Fund Preliminary Balance Summary
For Year Ending December 31, 2026

www.hcrma.net



	Actual 2024	Budget 2025	Estimated 2025	Budget 2026
Beginning Fund Balance	\$ 73,247,401	\$ 19,590,688	\$ 13,059,746	\$ -
Revenues:				
TxDOT Grant (1)	-	-	-	-
Interest	2,155,971	1,000,000	29,474	-
Total Revenues	2,155,971	1,000,000	29,474	-
Expenditures:				
CONSULTING AND ENGINEERING	3,971,077	1,600,000	579,728	-
SH 365-ENVIROMENTAL	186,737	-	18,064	-
SH365-ROW	30,181	250,000	-	-
PROFESSIONAL SERVICES	265,137	200,000	70,776	-
UTILITY ADJUSTMENT	11,426	-	-	-
WETLAND	2,393,739	-	2,750,132	-
365 PROJECT CONSTRUCTION A	28,764,609	107,000,000	5,660,791	-
365 PROJECT CONSTRUCTION B	25,402,198	-	3,965,530	-
365 TOLLWAY SYSTEM	1,318,522	7,000,000	44,199	-
Total Expenditures	62,343,626	116,050,000	13,089,220	-
Interfund transfer-Other	-	95,459,312	-	-
Ending Fund Balance	\$ 13,059,746	\$ -	\$ -	\$ -

(1) Grant reimbursements are deposited in a different fund.

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Workshop

Item 5

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 5 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>10/21/2025</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>10/28/2025</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: WORKSHOP ITEM 1 – QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2025.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Presentation of the quarterly investment report.
2. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Report Only.
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: Approved Disapproved X None
9. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: Approved Disapproved X None



Board of Directors

Robert L. Lozano, Chairman

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Javier Peña, Director

Jose Maria "Joe" Ochoa, Director

Roel "Roy" Rodriguez, P.E., Director

Michael J. Williamson, Director

October 9, 2025

To: Robert L. Lozano, Chairman
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer

RE: Quarterly Investment Report for Quarter Ending September 30, 2025, Statement of Compliance

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


This quarter investment disbursements totaled \$10,354,904 consisting of project construction. Other sources included: internal transfers-in totaling \$1,817,727; contributions from (TxDOT Grant)--\$1,869,057; and total interest earned was \$1,289,128.

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

STATEMENT OF COMPLIANCE

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

Presented by RMA Investment Officers:



Pilar Rodriguez, Investment Officer



Jose H. Castillo, Investment Officer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
QUARTERLY INVESTMENT SUMMARY REPORT
Quarter Ending September 30, 2025

	<u>Local Govt. Investment Pool</u>	<u>Government (Federated) Securities</u>	<u>Total</u>
COST			
Beginning Balance	\$ 114,710,141	\$ 4,038,041	\$ 118,748,182
Additions:			
Interfund Transfers-in	825,000	992,727	1,817,727
Contributions	-	1,869,057	1,869,057
Investment earnings-LOGIC	1,235,175	-	1,235,175
Investment earnings-Wilmington Trust		53,953	53,953
Deductions:			
Disbursements-Debt Service	-	-	-
Construction and related expenses	<u>(8,485,847)</u>	<u>(1,869,057)</u>	<u>(10,354,904)</u>
Ending Balance	<u>\$ 108,284,469</u>	<u>\$ 5,084,721</u>	<u>\$ 113,369,190</u>
 MARKET VALUE			
Beginning Balance	<u>\$ 114,715,894</u>	<u>\$ 4,037,220</u>	<u>\$ 118,753,114</u>
Ending Balance	<u>\$ 108,313,059</u>	<u>\$ 5,084,721</u>	<u>\$ 113,397,780</u>
 Weighted Average Maturity- Logic/Gov. Sec.	51	30	
Logic/Gov Sec. Weighted Average Yield	4.38%	3.90%	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
Quarter Ending September 30, 2025

<u>Type of Investment</u>	<u>Beginning Cost</u>	<u>Wilmington Interest</u>	<u>LOGIC Interest</u>	<u>Interfund Transfers/ Contributions</u>	<u>Disbursements</u>	<u>Ending Cost</u>	<u>Market Value</u>
Local Govt. Investment Pool:							
Contingency: #2731494001	11,176,249	-	128,232	825,000	-	12,129,481	12,132,683
Road Maintenance: #2731494002	1,154,753	-	12,791	-	-	1,167,544	1,167,852
Total Local Govt. Investment Pool	\$ 12,331,002	\$ -	\$ 141,023	\$ 825,000	\$ -	\$ 13,297,025	\$ 13,300,535
Government Securities (Federated Govt Obligations):							
General FD #154037-003 & #7731494007	\$ 2,847,486	\$ 3	\$ 31,539	\$ -	\$ -	\$ 2,879,028	2,879,788
Debt Service Fund 2020: #143255-001	1,604,244	17,608	-	992,727	-	2,614,579	2,614,579
Debt Service Account #154037-001	1,679,061	16,978	-	-	-	1,696,039	1,696,039
Debt Service Account #154038-000	1,011	10	-	-	-	1,021	1,021
Debt Service Account #154038-001	752,904	7,613	-	-	-	760,517	760,517
DSRF Account #154037-002 & #7731494006	13,994,918	3	155,026	-	-	14,149,947	14,153,683
DSRF Account #154038-002 & #7731494005	6,311,789	3	69,916	-	-	6,381,708	6,383,393
Project Account #154037-006 & #7731494009	1	-	-	-	(1)	(0)	(0)
Disbursement Account: #106912-006 & #7731494008	79,225,766	11,736	837,671	1,869,057	(10,354,904)	71,589,326	71,608,226
Total Government Securities	\$ 106,417,180	\$ 53,954	\$ 1,094,152	\$ 2,861,784	\$ (10,354,905)	\$ 100,072,165	\$ 100,097,245
Combined Totals	\$ 118,748,182	\$ 53,954	\$ 1,235,175	\$ 3,686,784	\$ (10,354,905)	\$ 113,369,190	\$ 113,397,780

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

Wilmington Trust Investments Detail Activity
Quarter Ending September 30, 2025

HIDALGO CO RMA 2020 DS FUND #143255-001

		Wilmington	Income LOGIC		Interfund		Ending
Debt Svc.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	1,604,244	4,444	-	-	330,909	-	1,939,597
August	1,939,597	5,953	-	-	330,909	-	2,276,459
September	2,276,459	7,211	-	-	330,909	-	2,614,579
		<u>17,608</u>	<u>-</u>	<u>-</u>	<u>992,727</u>	<u>-</u>	

CONTINGENCY ACCOUNT-LOGIC #2731494001

		Wilmington	Income LOGIC		Interfund		Ending
Contingency:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	11,176,249	-	42,219	-	300,000	-	11,518,468
August	11,518,468	-	43,422	-	300,000	-	11,861,890
September	11,861,890	-	42,591	-	225,000	-	12,129,481
		<u>-</u>	<u>128,232</u>	<u>-</u>	<u>825,000</u>	<u>-</u>	

ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002

		Wilmington	Income LOGIC		Interfund		Ending
Road Maint.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	1,154,753	-	4,324	-	-	-	1,159,077
August	1,159,077	-	4,326	-	-	-	1,163,403
September	1,163,403	-	4,141	-	-	-	1,167,544
		<u>-</u>	<u>12,791</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

		Wilmington	Income LOGIC		Interfund		Ending
Disbursement:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	79,225,766	8,657	293,270	344,621	-	(3,525,001)	76,347,313
August	76,347,313	356	283,328	1,196,960	-	(3,884,633)	73,943,324
September	73,943,324	2,723	261,073	327,476	-	(2,945,270)	71,589,326
		<u>11,736</u>	<u>837,671</u>	<u>1,869,057</u>	<u>-</u>	<u>(10,354,904)</u>	

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

		Wilmington	Income LOGIC		Interfund		Ending
DS Account:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	1,679,061	5,635	-	-	-	-	1,684,696
August	1,684,696	5,670	-	-	-	-	1,690,366
September	1,690,366	5,673	-	-	-	-	1,696,039
		<u>16,978</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

Wilmington Trust Investments Detail Activity
Quarter Ending September 30, 2025

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

DSRF Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	13,994,918	1	52,412	-	-	-	14,047,331
August	14,047,331	1	52,427	-	-	-	14,099,759
September	14,099,759	1	50,187	-	-	-	14,149,947
		<u>3</u>	<u>155,026</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN 2022B DS ACCT #154038-001

DS Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	752,904	2,527	-	-	-	-	755,431
August	755,431	2,542	-	-	-	-	757,973
September	757,973	2,544	-	-	-	-	760,517
		<u>7,613</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

DSRF Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	6,311,789	1	23,637	-	-	-	6,335,427
August	6,335,427	1	23,645	-	-	-	6,359,073
September	6,359,073	1	22,634	-	-	-	6,381,708
		<u>3</u>	<u>69,916</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

Project Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	1			-	(1)		-
August	-			-	-	-	-
September	-			-	-	-	-
		<u>-</u>	<u>-</u>	<u>-</u>	<u>(1)</u>	<u>-</u>	

HCRMA JR LIEN REV BDS 2022B #154038-000

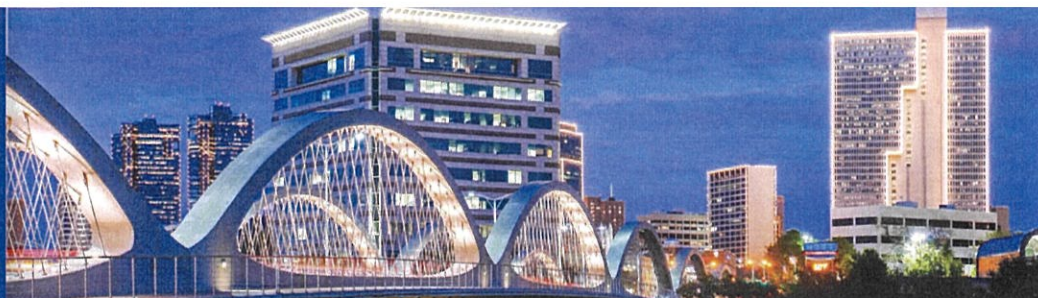
Rev Bds 2022B	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	1,011	4	-	-	-	-	1,015
August	1,015	3	-	-	-	-	1,018
September	1,018	3	-	-	-	-	1,021
		<u>10</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

General FD Account	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	2,847,486	1	10,663	-	-	-	2,858,150
August	2,858,150	1	10,666	-	-	-	2,868,817
September	2,868,817	1	10,210	-	-	-	2,879,028
		<u>3</u>	<u>31,539</u>	<u>-</u>	<u>-</u>	<u>-</u>	



LOGIC
MONTHLY
NEWSLETTER
SEPTEMBER
2025



PERFORMANCE

As of September 30, 2025

Current Invested Balance	\$ 12,715,319,905.97
Weighted Average Maturity (1)	52 Days
Weighted Average Life (2)	72 Days
Net Asset Value	1.000264
Total Number of Participants	785
Management Fee on Invested Balance	0.0975%*
Interest Distributed	\$ 46,058,049.08
Management Fee Collected	\$ 1,013,971.05
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

September Averages

Average Invested Balance	\$ 12,652,654,291.95
Average Monthly Yield, on a simple basis	4.3317%
Average Weighted Maturity (1)	54 Days
Average Weighted Life (2)	74 Days

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

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

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

NEW PARTICIPANTS

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

* City of Tool * City of Van * Comanche Economic Development Corporation * Weatherford College

HOLIDAY REMINDER

In observance of **Columbus Day**, **LOGIC will be closed on Monday, October 13, 2025**. All ACH transactions initiated on Friday, October 10th will settle on Tuesday, October 14th. Standard transaction deadlines will be observed on Friday, October 10th. Please plan accordingly for your liquidity needs.

In observance of the **Veterans Day holiday**, **LOGIC will be closed on Tuesday, November 11, 2025**. All ACH transactions initiated on Monday, November 10th will settle on Wednesday, November 12th. Please plan accordingly for your liquidation needs.

ECONOMIC COMMENTARY

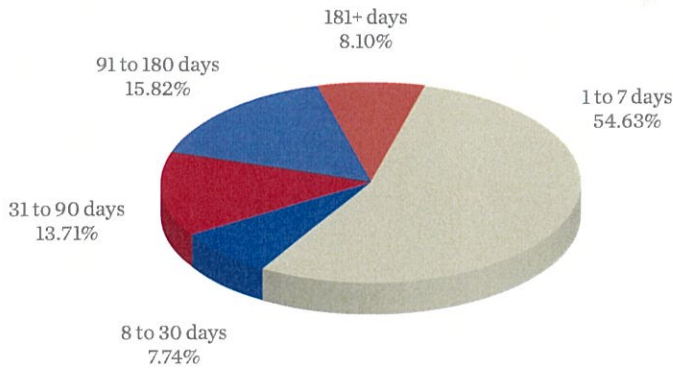
Market review

The third quarter was marked by many twists and turns, with some sources of uncertainty resolved while new ones emerged. The passage of The One Big Beautiful Bill Act (OBBBA) provided a clear outline of fiscal policy; and preliminary trade deals reduced some tariff uncertainty, although the ultimate impacts of tariffs remain unknown. Despite these developments, mounting risks to the labor market prompted the Federal Reserve (Fed) to resume its rate-cutting cycle after a nine-month pause. Since the previous Federal Open Market Committee (FOMC) meeting in July, two consecutive employment reports have come in softer than expected, painting a picture of a “low fire, low hire” economy with increased downside risks. The August Jobs Report revealed a sharp slowdown in hiring momentum, as nonfarm payrolls increased by just 22,000—well below the consensus of 75,000. Downward revisions to the prior two months further dampened the outlook, removing 21,000 jobs from those periods. In fact, employment now contracted by 13,000 in June, marking the first decline in payrolls since December 2020. The closely monitored unemployment rate rose to 4.3%. Meanwhile, wages rose 0.3% month-over-month (m/m) and 3.7% year-over-year (y/y). The following week, the Bureau of Labor Statistics (BLS) released preliminary benchmark revisions indicating that 911,000 fewer jobs were added between April 2023 and March 2024, suggesting labor markets were weaker than originally thought. This trend persisted into September, as the ADP employment report indicated a reduction of 32,000 private-sector jobs, compared to a downwardly revised decline of 3,000 in August. On the inflation front, while the statutory tariff rate settled in the high teens, its full impact on inflation data remains ambiguous. Inflation data for August showed a modest pickup, with headline CPI rising 0.4% m/m (2.9% y/y) and core CPI up 0.3% m/m (3.1% y/y). Food and energy both ran hot, with notable gains in groceries and gas prices.

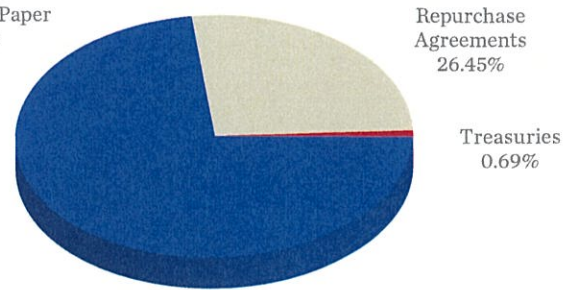
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INFORMATION AT A GLANCE

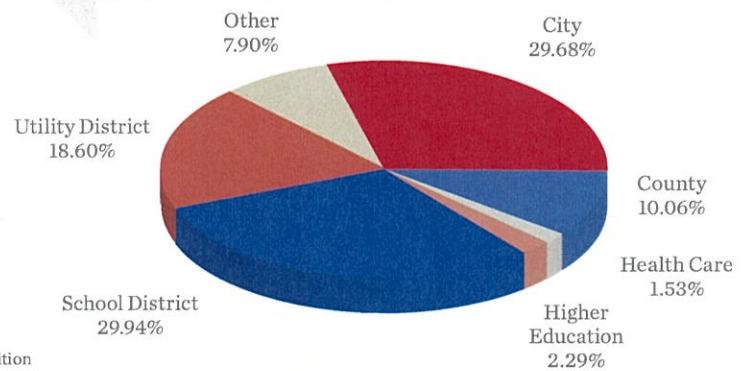
**PORTFOLIO BY
TYPE OF INVESTMENT
AS OF SEPTEMBER 30, 2025**



Commercial Paper
72.86%



**PORTFOLIO BY
MATURITY
AS OF SEPTEMBER 30, 2025 (1)**



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

HISTORICAL PROGRAM INFORMATION

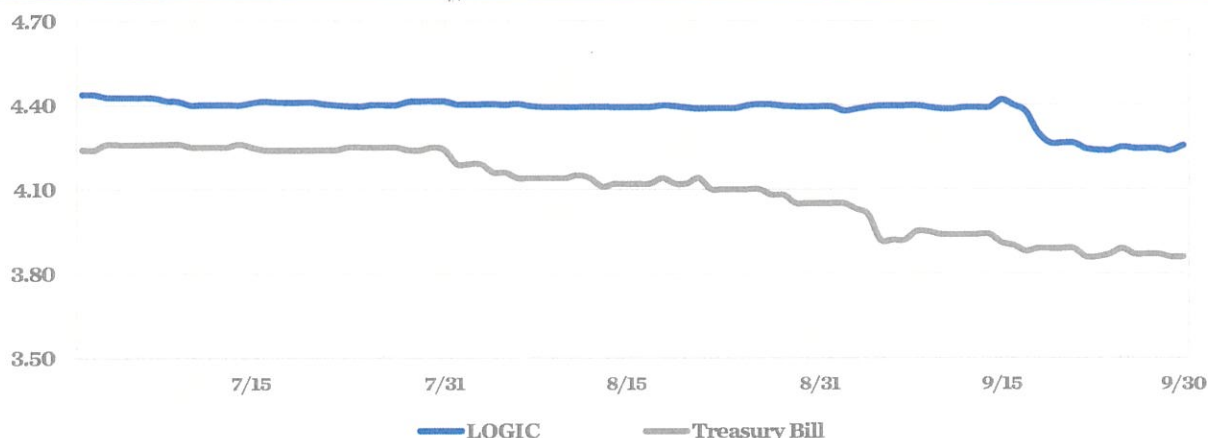
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 25	4.3317%	\$ 12,715,319,905.97	\$ 12,718,682,834.28	1.000264	54	74	785
Aug 25	4.3944%	12,884,300,634.63	12,883,849,760.71	0.999887	51	75	781
Jul 25	4.4097%	13,021,611,906.97	13,020,514,155.91	0.999915	49	79	773
Jun 25	4.4108%	12,756,639,800.48	12,757,199,623.70	1.000043	53	83	767
May 25	4.4223%	12,974,922,758.56	12,973,094,835.42	0.999776	45	78	764
Apr 25	4.4512%	13,410,580,718.46	13,410,466,807.55	0.999991	41	80	756
Mar 25	4.4641%	14,013,719,857.59	14,015,353,518.54	1.000116	42	79	752
Feb 25	4.5009%	14,398,594,451.35	14,400,518,616.04	0.999955	44	78	747
Jan 25	4.5390%	14,571,517,034.15	14,573,952,604.86	1.000009	43	75	742
Dec 24	4.6928%	12,796,277,715.97	12,799,423,560.48	1.000172	51	82	738
Nov 24	4.8298%	12,202,035,352.09	12,203,810,379.46	1.000055	48	70	734
Oct 24	4.9905%	12,200,676,004.43	12,204,818,722.43	1.000339	46	74	731

PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2025

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 16,217.07	\$ 16,217.07
Accrual of Interest Income	7,329,632.84	7,329,632.84
Interest and Management Fees Payable	(46,114,662.40)	(46,114,662.40)
Payable for Investment Purchased	(49,283,277.75)	(49,283,277.75)
Repurchase Agreement	3,385,899,000.00	3,385,899,000.00
Commercial Paper	9,329,551,218.42	9,332,915,095.48
Government Securities	87,921,777.79	87,920,829.04
TOTAL	\$ 12,715,319,905.97	\$ 12,718,682,834.28

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

LOGIC VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR SEPTEMBER 2025

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2025	4.3935%	0.000120370	\$12,884,300,634.63	0.999887	50	71
9/2/2025	4.3784%	0.000119955	\$12,748,479,537.49	1.000116	51	73
9/3/2025	4.3847%	0.000120130	\$12,672,286,995.00	1.000133	52	74
9/4/2025	4.3917%	0.000120321	\$12,659,479,365.52	1.000176	53	74
9/5/2025	4.3966%	0.000120456	\$12,544,732,011.81	1.000153	55	77
9/6/2025	4.3966%	0.000120456	\$12,544,732,011.81	1.000153	55	76
9/7/2025	4.3966%	0.000120456	\$12,544,732,011.81	1.000153	54	75
9/8/2025	4.3976%	0.000120481	\$12,562,498,127.76	1.000285	54	75
9/9/2025	4.3917%	0.000120321	\$12,575,124,707.38	1.000286	57	77
9/10/2025	4.3861%	0.000120166	\$12,597,935,027.57	1.000266	58	78
9/11/2025	4.3861%	0.000120167	\$12,638,658,218.46	1.000317	57	78
9/12/2025	4.3911%	0.000120305	\$12,609,358,180.50	1.000192	58	78
9/13/2025	4.3911%	0.000120305	\$12,609,358,180.50	1.000192	57	77
9/14/2025	4.3911%	0.000120305	\$12,609,358,180.50	1.000192	56	76
9/15/2025	4.4175%	0.000121027	\$12,541,731,020.23	1.000309	57	76
9/16/2025	4.3970%	0.000120467	\$12,539,166,875.06	1.000309	56	77
9/17/2025	4.3742%	0.000119840	\$12,647,824,690.28	1.000316	55	76
9/18/2025	4.3019%	0.000117861	\$12,582,912,582.36	1.000330	55	76
9/19/2025	4.2638%	0.000116816	\$12,532,112,192.82	1.000195	56	76
9/20/2025	4.2638%	0.000116816	\$12,532,112,192.82	1.000195	55	75
9/21/2025	4.2638%	0.000116816	\$12,532,112,192.82	1.000195	54	74
9/22/2025	4.2439%	0.000116271	\$12,567,295,568.72	1.000305	53	73
9/23/2025	4.2377%	0.000116101	\$12,620,316,886.57	1.000289	53	72
9/24/2025	4.2375%	0.000116097	\$12,692,851,648.31	1.000286	52	71
9/25/2025	4.2499%	0.000116436	\$12,834,415,425.86	1.000277	52	70
9/26/2025	4.2445%	0.000116289	\$12,857,023,720.88	1.000146	52	72
9/27/2025	4.2445%	0.000116289	\$12,857,023,720.88	1.000146	51	71
9/28/2025	4.2445%	0.000116289	\$12,857,023,720.88	1.000146	50	70
9/29/2025	4.2371%	0.000116085	\$12,869,353,223.21	1.000260	51	72
9/30/2025	4.2549%	0.000116573	\$12,715,319,905.97	1.000264	52	72
Average	4.3317%	0.000118676	\$12,652,654,291.95		54	74



ECONOMIC COMMENTARY (cont.)

Core goods prices rose 0.3% m/m, with some import-intensive categories seeing large price increases, but inflation elsewhere was more mixed. Core services also rose 0.3% m/m. Within the details, shelter inflation rose 0.4%, while travel-related categories accelerated, including a 5.9% jump in airfares. Elsewhere, headline and core PCE rose 0.3% m/m (2.7% y/y) and 0.2% m/m (2.9% y/y), respectively. While the ultimate impact of tariffs on inflation remains uncertain, recent labor market weakness strengthened the case for a Fed rate cut for a September Fed rate cut.

At its September meeting, the FOMC voted to reduce the federal funds target range by 0.25% to 4.00%-4.25%. Newly appointed Governor Stephen Miran dissented in favor of a larger half-point cut. The Committee's statement acknowledged that economic activity had moderated in the first half of the year, with job gains slowing and the unemployment rate edging higher. Downside risks to employment were noted, and while inflation was still described as elevated, the statement recognized that it had moved up. The median outlook for interest rates signaled two more cuts in 2025, one in 2026 and one in 2027, with rates projected at 3.25%-3.50% by the end of next year.

In the week after the FOMC meeting, the final GDP report for the second quarter showed the U.S. economy grew 3.8% annualized, although trade distortions masked slowing momentum. This improvement was mainly due to an acceleration in consumer spending, which rose by a solid 2.5%, and a decline in imports, bringing average GDP growth in the first half of 2025 to 1.6%.

Following the Fed rate cut, Treasury bill yields declined. During September, three-month, six-month, and one-year yields fell by 21, 13, and 22 basis points, respectively, to 3.94%, 3.84%, and 3.62%. In contrast, two-year Treasury yields remained relatively rangebound, slipping one basis point to 3.61%.

Outlook

Uncertainty continues to shape the U.S. economic landscape. Tariff policy is still being defined and implemented, the One Big Beautiful Bill Act (OBBBA) has yet to take full effect, and questions remain about Fed independence, its future leadership, and the longer-term interest rate path. Adding to these challenges, the U.S. government entered a shutdown on October 1, 2025, after Congress failed to pass a funding bill by the September 30 deadline, largely due to partisan disagreements over budget priorities, especially in healthcare.

The government shutdown poses a significant risk to the availability of crucial economic data that the Fed relies on for its rate decisions. With key releases—such as the BLS' employment report and Consumer Price Index (CPI)—at risk of delay, economists, traders, and policymakers will increasingly depend on private sector reports. If the shutdown continues, the absence of timely data could further complicate policy decisions and heighten market uncertainty until the data can be published retroactively.

At the September FOMC press conference, Chairman Powell stressed the importance of a balanced approach to rate cuts, highlighting risks to both employment and inflation. He described the September rate cut as a “risk management” decision, noting that softer labor markets allow the Fed to prioritize employment while remaining vigilant on inflation.

Although labor markets have cooled more than expected, a shrinking labor supply—partly due to immigration reform—should help prevent a significant rise in the unemployment rate, even as inflation remains elevated. Meanwhile, economic growth, though slower than in 2024, has proven more resilient than anticipated after recent upward revisions. Many forecasts now expect GDP to approach trend growth in the second half of the year.

Given these dynamics, we believe the Fed remains inclined toward further rate cuts, likely reducing rates once or twice more this year in 25 basis point increments, with additional cuts expected in 2026.

This information is an excerpt from an economic report dated September 2025 provided to LOGIC by JP Morgan Asset Management, Inc., the investment manager of the LOGIC pool.



LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	Fort Worth Transportation Authority	Governing Board Vice President
Jeanne Chipperfield	North Texas Municipal Water District	Governing Board Secretary
Kelley McGuire	North Texas Tollway Authority	Governing Board Member
Kelvin Bryant	City of McKinney	Advisory Board Member
Monte Mercer	Qualified Non-Participant	Advisory Board Member

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

Workshop

Item 6

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM 6
DATE SUBMITTED 10/20/2025
MEETING DATE 10/28/2025

1. Agenda Item: **WORKSHOP ITEM 6 – REVIEW OF PROCESS FLOW FOR ADVANCE PROJECT DEVELOPMENT AND CONSTRUCTION OF HCRMA PROJECTS.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of Process flow for Advanced Project Development & Construction 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: **Review only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: Approved Disapproved X None



Memorandum

To: Chairman and Directors of the Board

From: Pilar Rodriguez, Executive Director

Date: 10/28/2025

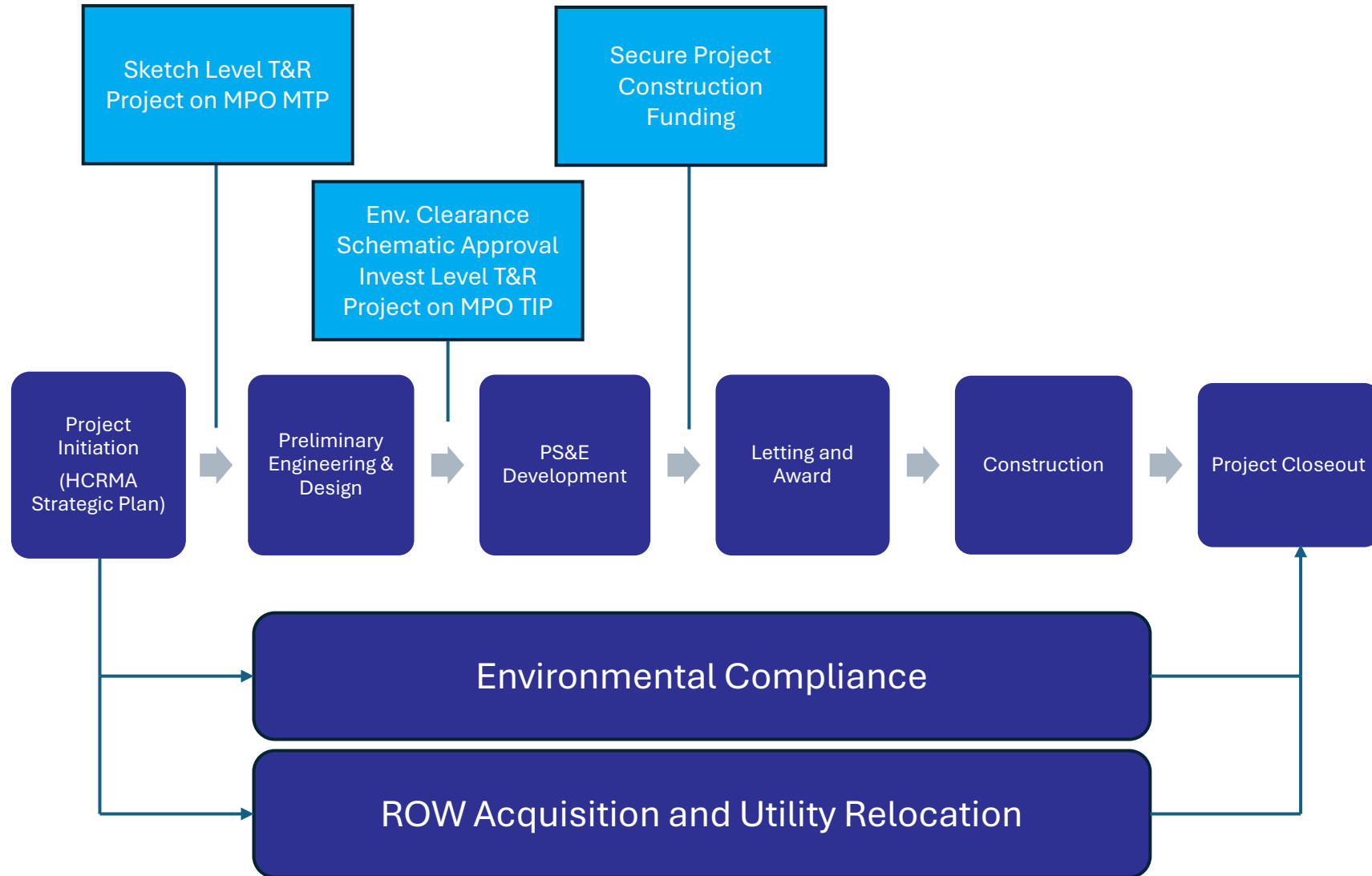
Subject: Review of process flow for advance project development and construction of HCRMA Projects.

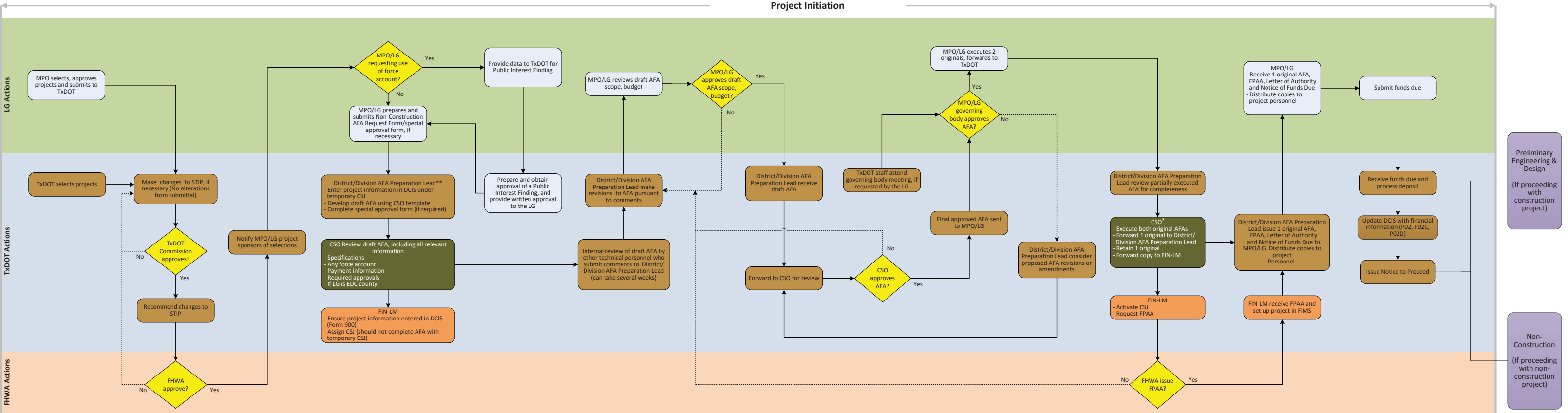
At the September 23, 2025, Board of Directors Meeting, the Board requested that staff prepare a comprehensive project development flowchart to provide a clearer understanding of the sequential steps involved in the project delivery process. In response to this request, staff have developed the following materials for the Board's review and reference.

Exhibit A presents a simplified process flowchart summarizing the primary phases of project development, highlighting major tasks and key milestones that occur throughout the life of a project.

Exhibit B provides a more detailed and comprehensive process flowchart that delineates the specific activities, decision points, and procedural steps necessary to successfully advance a project from inception through completion.

These exhibits are intended to enhance the Board's understanding of the structured approach employed in project planning, development, and implementation. They will also assist Directors in identifying the current stage of any given project within the overall development process and understanding the forthcoming steps required to achieve project completion.



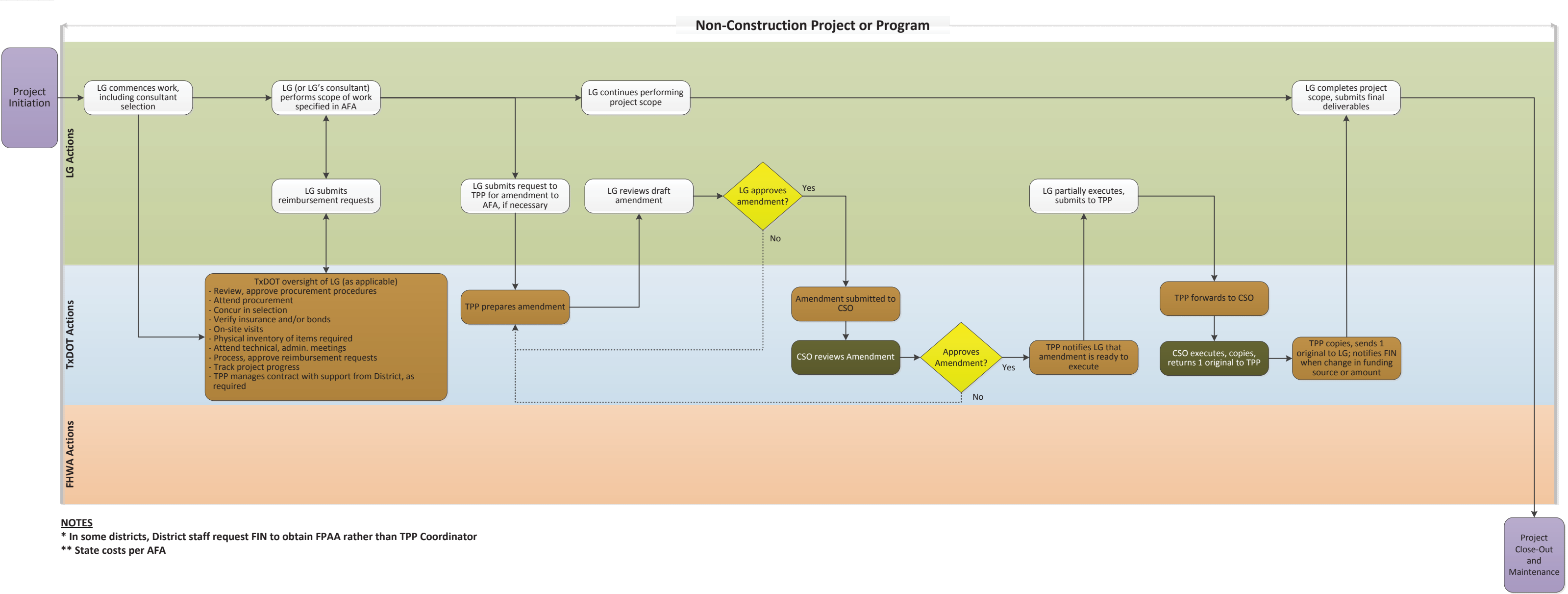


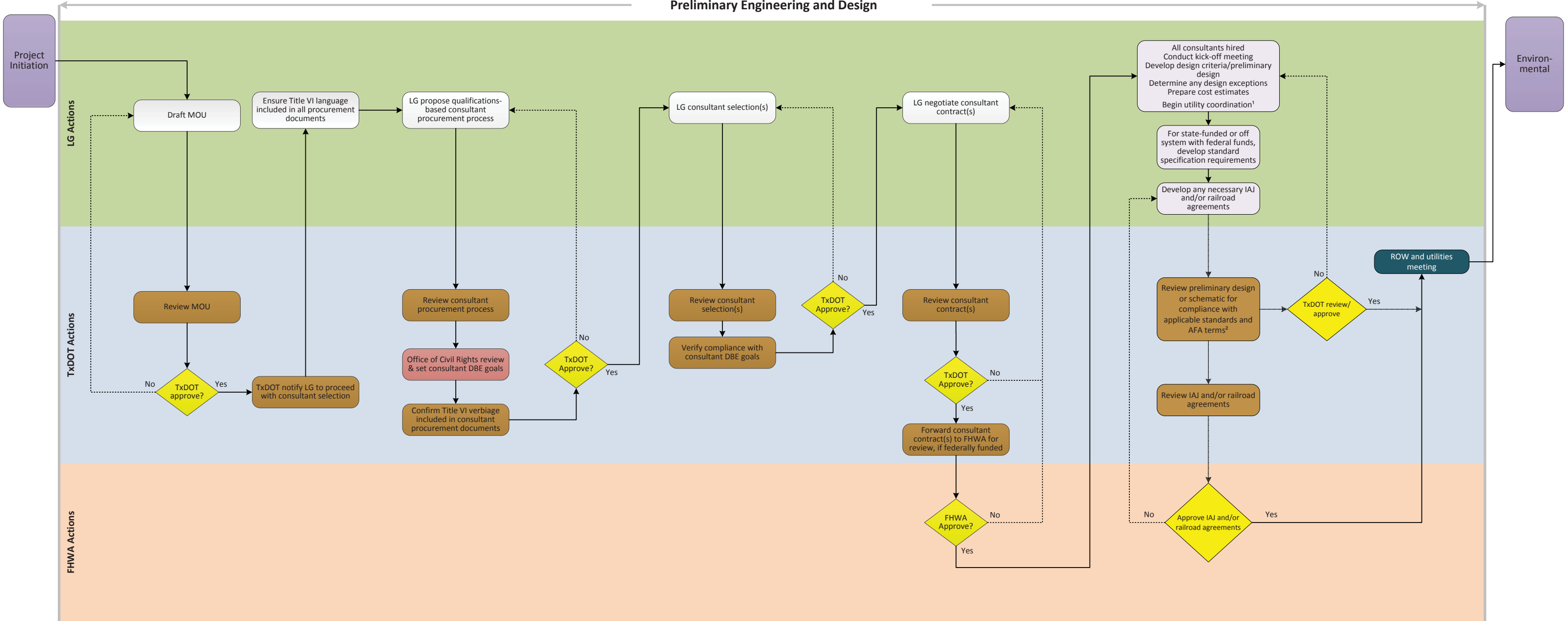
NOTES:
1. District responsible to utilize correct and most current AFA template.
2. AFA attachment "C" budget not only reflect correct allocation ratios (ie. 80/20) but also any specific overages.
3. CSO will only execute the same number of original AFAs as number of parties in AFA.
4. Address Title VI (Policy Statement/Assurances)
5. LG must seek reimbursement within running 12-month period to retain FIM-1 (active) status in FIN system.
6. Off-system bridge projects do not follow LGPP; Bridge Division reviews and finalizes agreement. CSO receives copy of final agreement.
7. ROW AFA negotiated and completed between ROW Division and LG.
** Clarify internal TxDOT responsibility for various project types



THIS LOCAL GOVERNMENT PROJECTS FLOW CHART HAS BEEN DEVELOPED AS A GRAPHICAL REFERENCE TO DEPICT THE GENERAL STEPS AND RESPONSIBILITIES OF THE LOCAL GOVERNMENT, TxDOT, AND FHWA TO ADMINISTER LOCAL GOVERNMENT PROJECTS WHICH INCLUDE FHWA AND/OR TxDOT FUNDS. IT IS SUBJECT TO CHANGE AT ANY TIME AND DOES NOT ADDRESS ALL LEGAL REQUIREMENTS NOR DOES IT REPLACE ANY OF THE INSTRUCTIONS, MANUALS OR GUIDANCE DOCUMENTS REFERENCED IN PROJECT DOCUMENTS, FEDERAL AND STATE LAWS AND REGULATIONS, OR PRESENTED BY TRAINING PROVIDERS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS FLOWCHART AND THE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, STATE AND FEDERAL LAWS AND REGULATIONS, THE APPLICABLE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, LAWS AND REGULATIONS WILL CONTROL.

Contract Services Office
District/Division
Finance Division – Letting Management



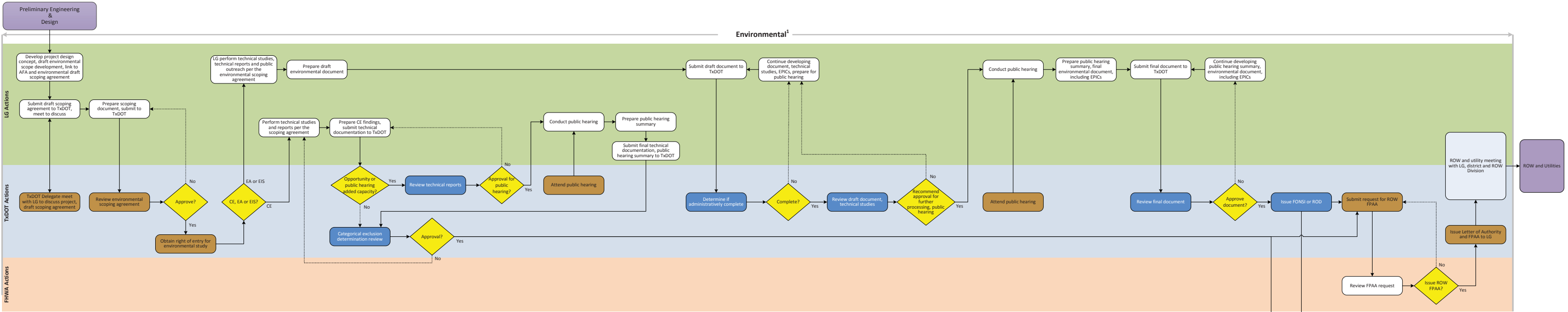


NOTES:
1. Address Title VI (Policy Statement/Assurances)



THIS LOCAL GOVERNMENT PROJECTS FLOW CHART HAS BEEN DEVELOPED AS A GRAPHICAL REFERENCE TO DEPICT THE GENERAL STEPS AND RESPONSIBILITIES OF THE LOCAL GOVERNMENT, TXDOT, AND FHWA TO ADMINISTER LOCAL GOVERNMENT PROJECTS WHICH INCLUDE FHWA AND/OR TXDOT FUNDS. IT IS SUBJECT TO CHANGE AT ANY TIME AND DOES NOT ADDRESS ALL LEGAL REQUIREMENTS NOR DOES IT REPLACE ANY OF THE INSTRUCTIONS, MANUALS OR GUIDANCE DOCUMENTS REFERENCED IN PROJECT DOCUMENTS, FEDERAL AND STATE LAWS AND REGULATIONS, OR PRESENTED BY TRAINING PROVIDERS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS FLOWCHART AND THE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, STATE AND FEDERAL LAWS AND REGULATIONS, THE APPLICABLE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, LAWS AND REGULATIONS WILL CONTROL.

District/Division
Office of Civil Rights
Right of Way Division



NOTES:

1. Ensure Environmental Justice & Public Involvement is addressed. Also, disparate impact of minority/low-income population.

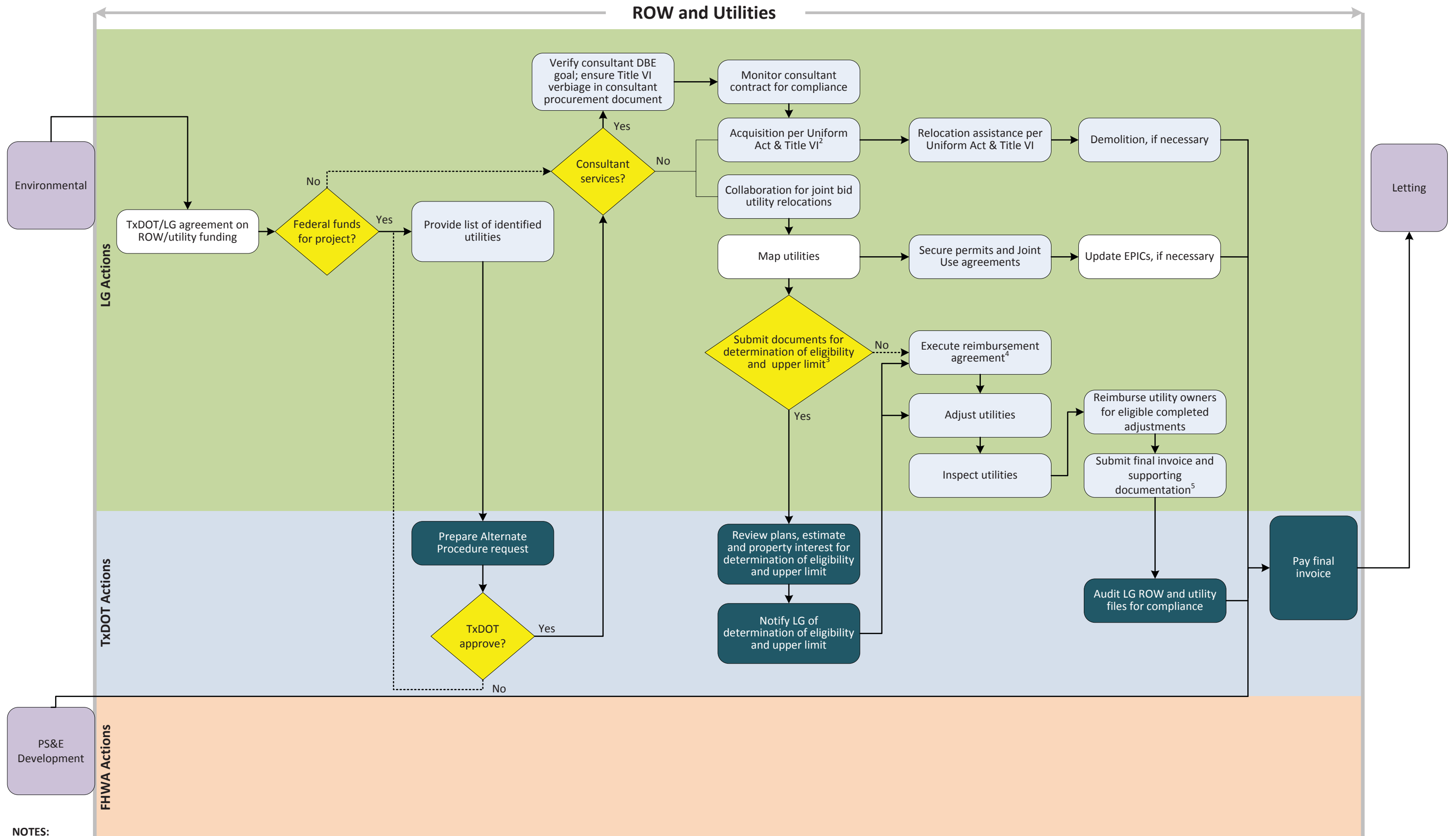
- Preliminary design performed along with environmental
- EPICs produced with CE, EA or EIS.
- EPICs performed with ROW acquisition, utility relocation, prior to construction, during construction and post-construction, as required.
- LG should submit reports and documentation electronically to facilitate TxDOT input to ECOS.



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District/Division

Environmental Affairs Division



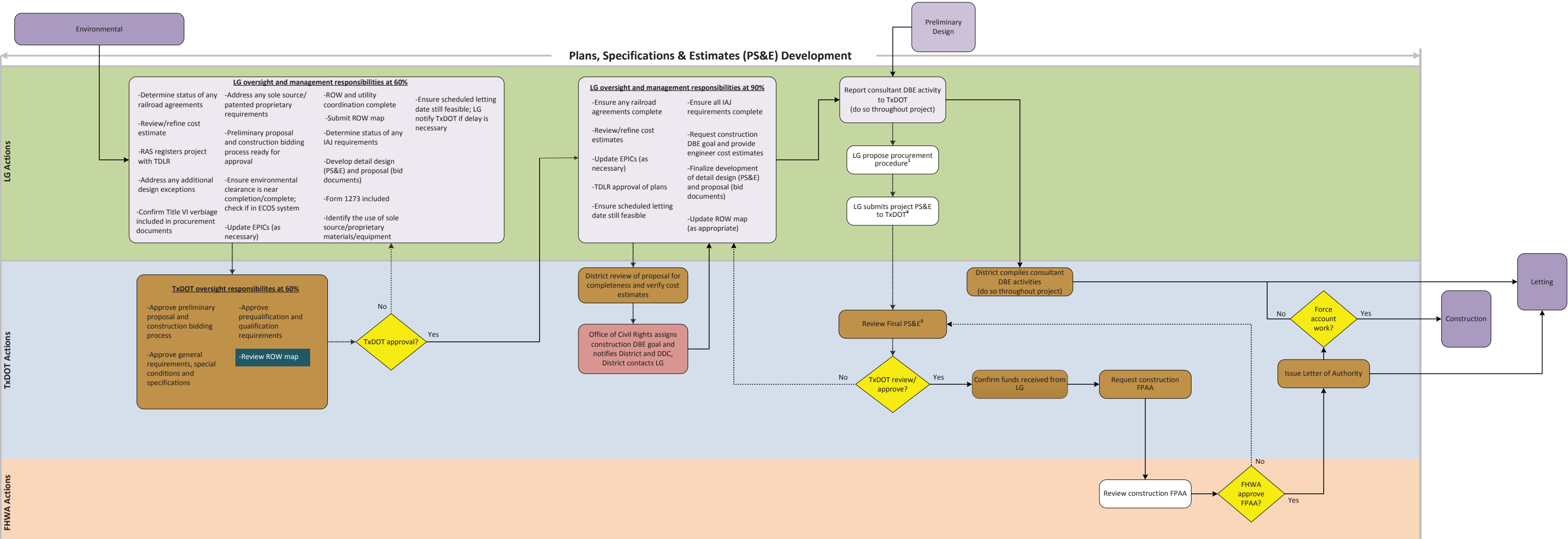
NOTES:

1. Refer to the Local Utility Procedures in the ROW Utility Manual.
2. Refer to the Real Estate Acquisition Guide for Local Public Agencies.
3. Activity is optional.
4. Verify Buy America compliance.
5. Payment will be made after audit is complete.



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Right of Way Division



- Notes:**
1. Refer to Local Utility Procedures in the ROW Utility Manual.
 2. Any consideration for exceptions to Utility Accommodation Rules? Access control? Buy America compliance?
 3. Subject matter experts should review special provisions for FHWA Form 1273 language.
 4. Ensure Title VI verbiage is included in solicitation for bid.
 5. Includes right of way and utilities certifications.
 6. FAA approval is required for any project within 2 miles of an airport.

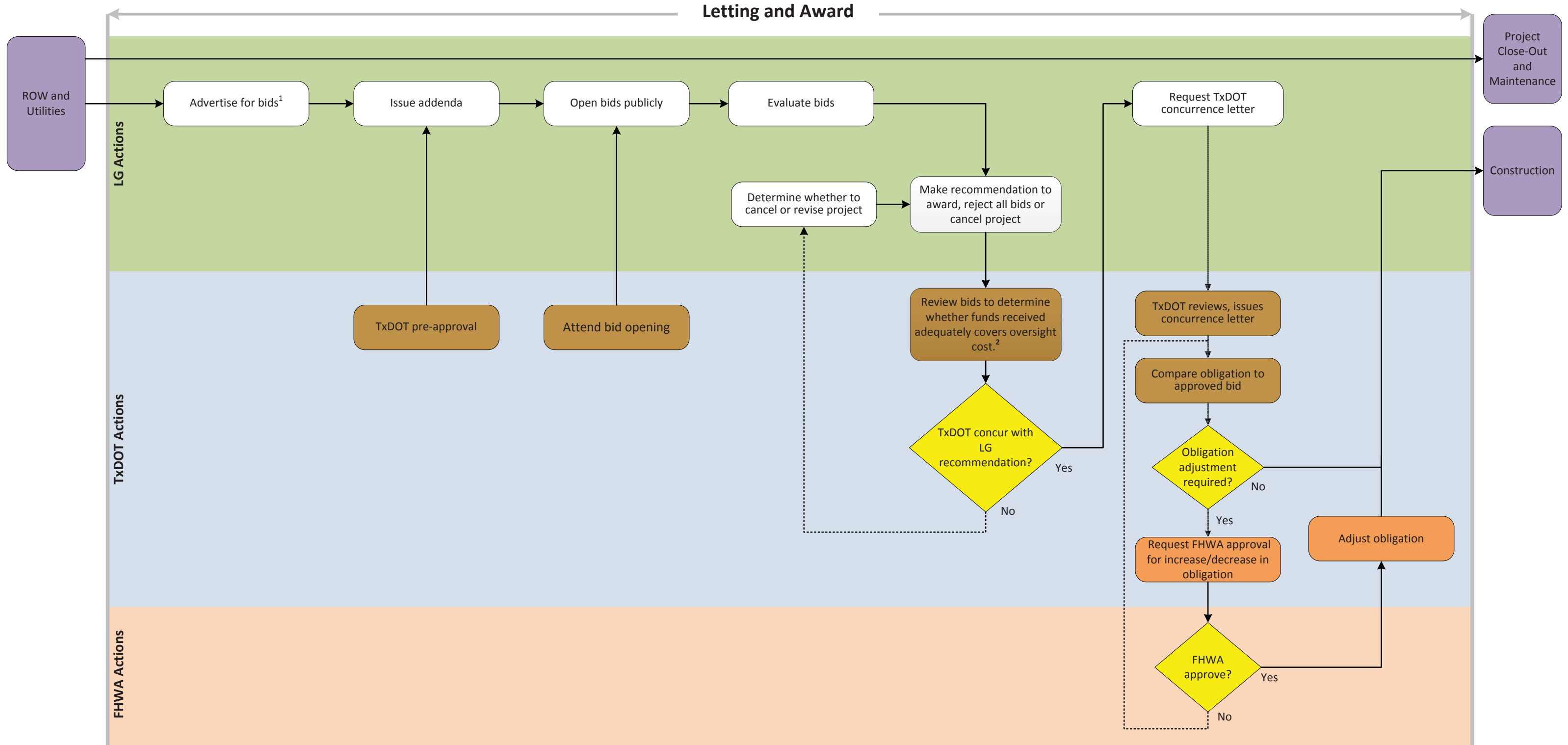


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District/Division

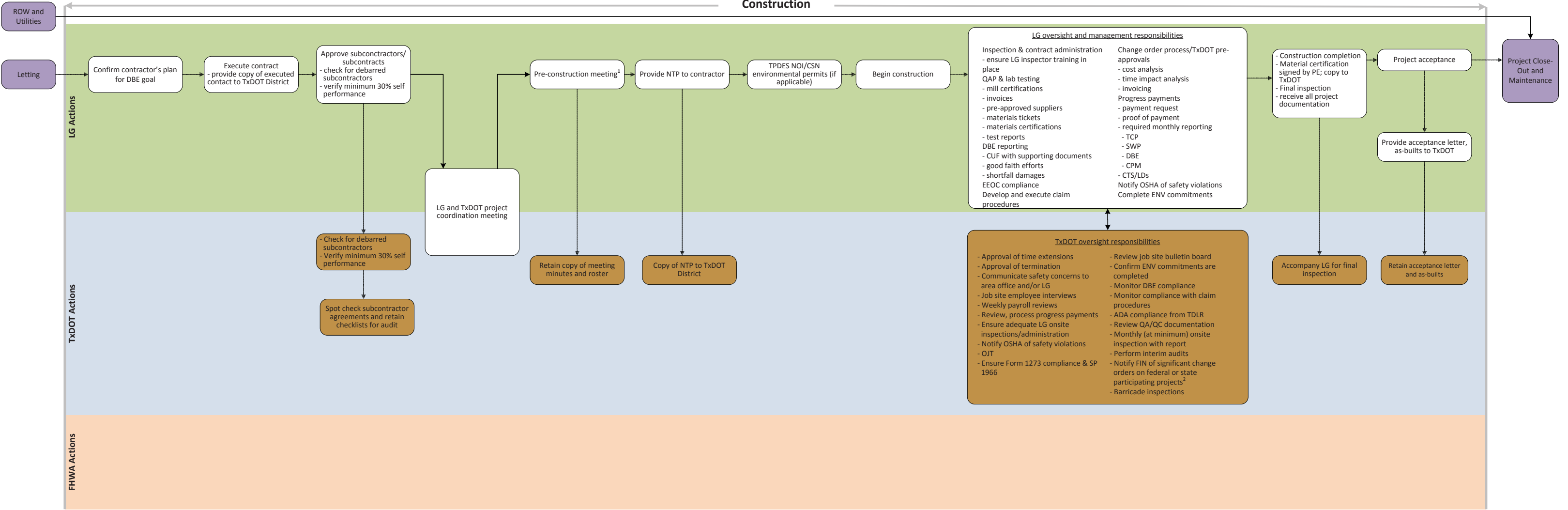
Office of Civil Rights

Right of Way Division



NOTES:

1. 21 day minimum in proper venues.
2. Request additional funds, if needed.



NOTES:

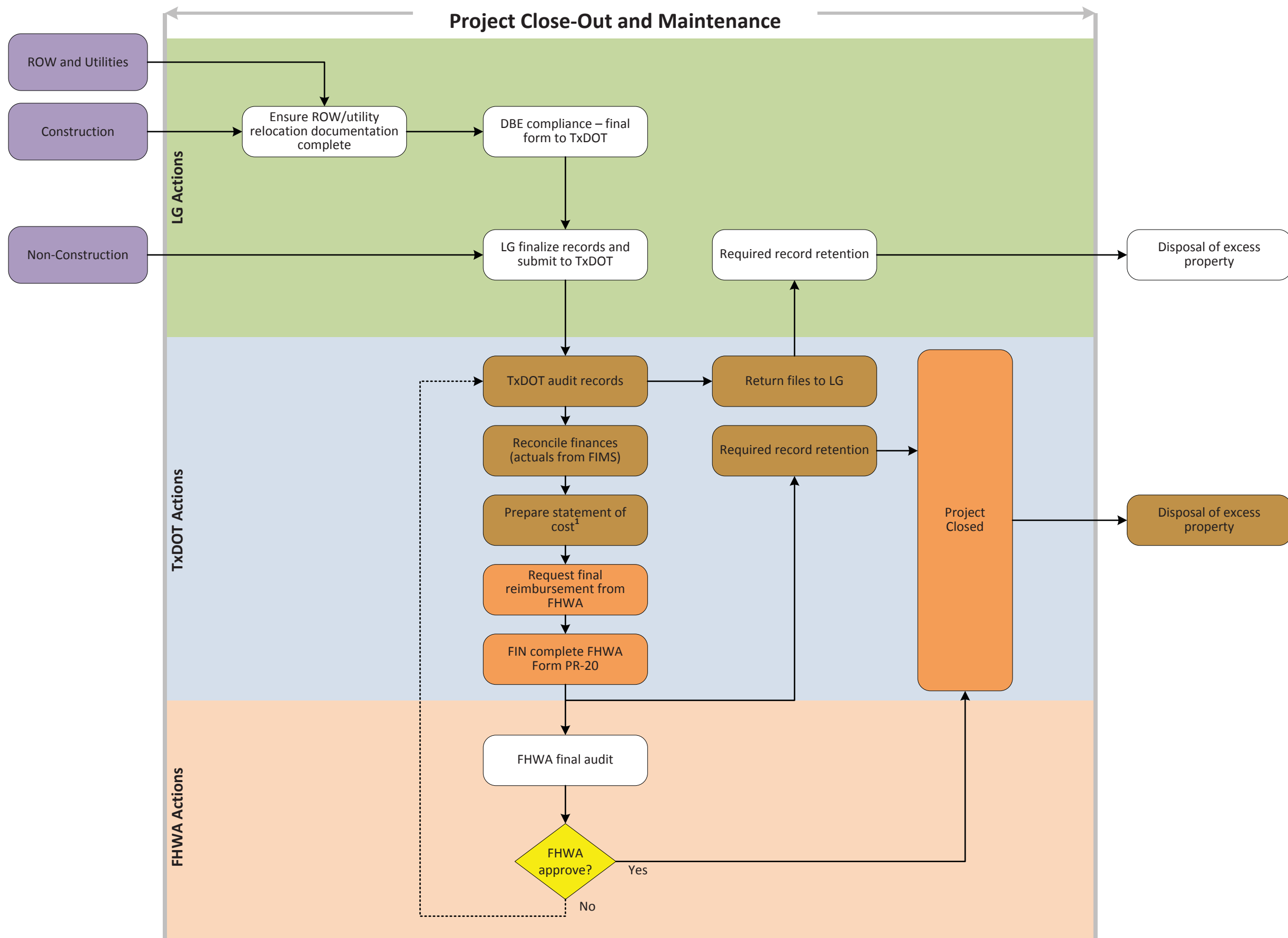
1. Ensure civil rights items included on agenda.

2. 10% cumulative variance of total project cost.



THIS LOCAL GOVERNMENT PROJECTS FLOW CHART HAS BEEN DEVELOPED AS A GRAPHICAL REFERENCE TO DEPICT THE GENERAL STEPS AND RESPONSIBILITIES OF THE LOCAL GOVERNMENT, TXDOT, AND FHWA TO ADMINISTER LOCAL GOVERNMENT PROJECTS WHICH INCLUDE FHWA AND/OR TXDOT FUNDS. IT IS SUBJECT TO CHANGE AT ANY TIME AND DOES NOT ADDRESS ALL LEGAL REQUIREMENTS NOR DOES IT REPLACE ANY OF THE INSTRUCTIONS, MANUALS OR GUIDANCE DOCUMENTS REFERENCED IN PROJECT DOCUMENTS, FEDERAL AND STATE LAWS AND REGULATIONS, OR PRESENTED BY TRAINING PROVIDERS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS FLOWCHART AND THE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, STATE AND FEDERAL LAWS AND REGULATIONS, THE APPLICABLE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, LAWS AND REGULATIONS WILL CONTROL.

District/Division



NOTES:

1. Three courses of action can result.

- No financial transaction if costs are even with estimates.
- Issue refund to LG if costs are below estimates.
- Request additional funds from LG if costs are above estimates.

THIS LOCAL GOVERNMENT PROJECTS FLOW CHART HAS BEEN DEVELOPED AS A GRAPHICAL REFERENCE TO DEPICT THE GENERAL STEPS AND RESPONSIBILITIES OF THE LOCAL GOVERNMENT, TXDOT, AND FHWA TO ADMINISTER LOCAL GOVERNMENT PROJECTS WHICH INCLUDE FHWA AND/OR TXDOT FUNDS. IT IS SUBJECT TO CHANGE AT ANY TIME AND DOES NOT ADDRESS ALL LEGAL REQUIREMENTS NOR DOES IT REPLACE ANY OF THE INSTRUCTIONS, MANUALS OR GUIDANCE DOCUMENTS REFERENCED IN PROJECT DOCUMENTS, FEDERAL AND STATE LAWS AND REGULATIONS, OR PRESENTED BY TRAINING PROVIDERS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS FLOWCHART AND THE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, STATE AND FEDERAL LAWS AND REGULATIONS, THE APPLICABLE INSTRUCTIONS, MANUALS, GUIDANCE DOCUMENTS, LAWS AND REGULATIONS WILL CONTROL.

District/Division

Finance Division – Letting Management

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Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 1A
 10/20/2025
 10/28/2025

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

CHAIRMAN'S REPORT Tuesday, October 28, 2025

- A. Western Hidalgo County Loop System Development.

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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2A
10/17/2025
10/28/2025

TECHNICAL COMMITTEE

1. Agenda Item: **REPORT ON PROGRAM MANAGEMENT ACTIVITY FOR 365 TOLLWAY PROJECT AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Report on Overweight Permits Activity, briefing on development activities.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Report Only**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: X Approved Disapproved None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None



HCRMA Board of Directors

Robert L. Lozano, Chairman

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Jose Maria “Joe” Ochoa, Director

Roel “Roy” Rodriguez, P.E., Director

Javier Peña, Director

Michael J. Williamson, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

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

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Jose Castillo, Chief Financial Ofcr.

Ruben Alfaro, PE, CFM, PMP, Development Engineer

General Engineering Consultant
HDR ENGINEERING, INC.

Report on HCRMA Development Activities

Ruben Alfaro, PE, CFM, PMP
Development Engineer



- ❑ Overweight Permit Summary
- ❑ Development Updates

MISSION STATEMENT:

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



MONTHLY OVERWEIGHT REPORT:

September 1, 2025 – September 30, 2025

	Current Year	2024	% CHANGE
Total Permits Issued:	4,715	4,945	-4.65%
Total Amount Collected:	\$ 962,056.00	\$ 1,010,756.00	-4.82%
■ Convenience Fees:	\$ 19,056.00	\$ 21,756.00	
■ Total Permit Fees:	\$ 943,000.00	\$ 989,000.00	
– Pro Miles:	\$ 14,145.00	\$ 14,835.00	
– TxDOT (On system):	\$ 790,469.75	\$ 834,483.60	
– Local (Off system):	\$ 11,080.25	\$ 6,166.40	
– HCRMA:	\$ 127,305.00	\$ 133,515.00	-4.65%

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

Convenience fees: 3% of Credit Card Payment

Pro Miles: 1.5% of Total Permit fees.

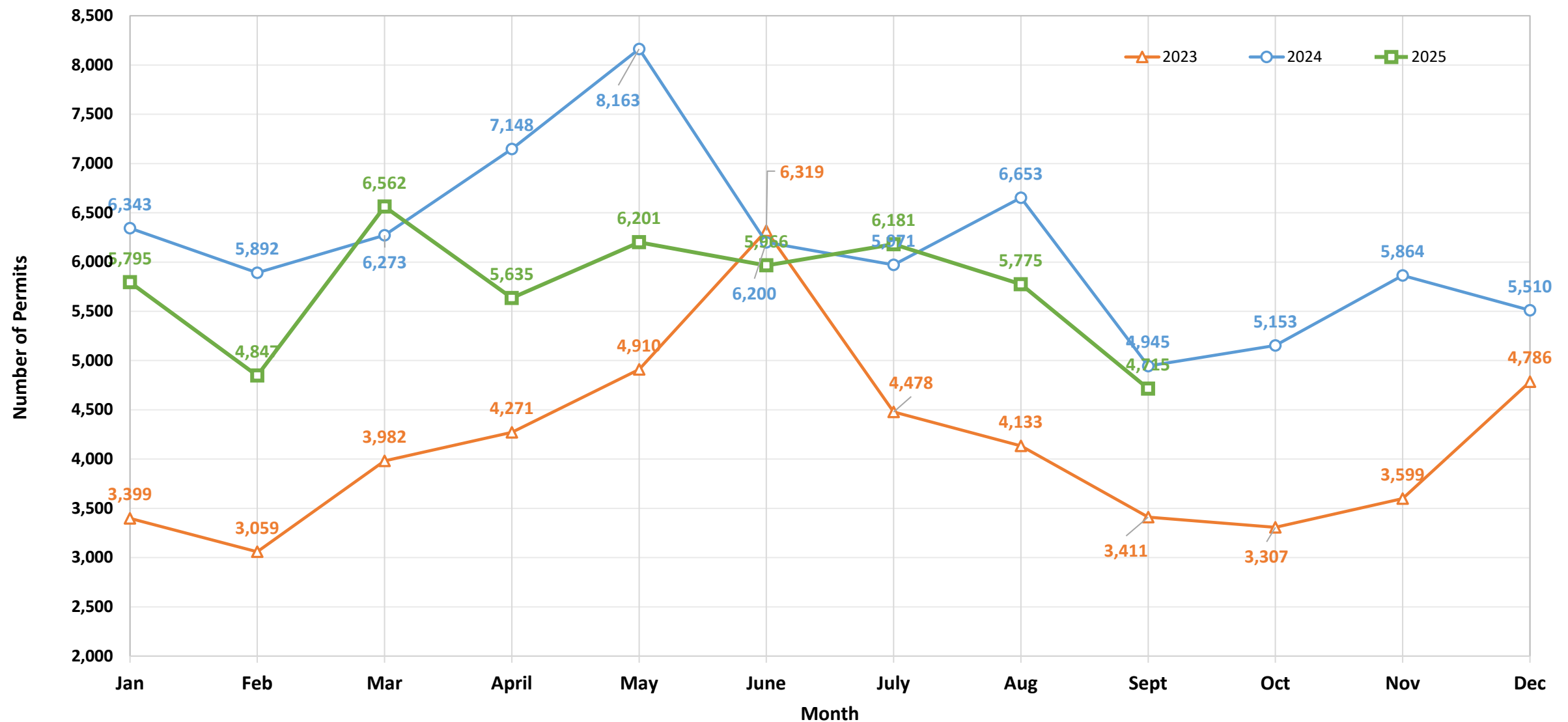
TxDOT & Local: 85% of Total Permit fees.

HCRMA: 13.5% of Total Permit fees.



Latest 3-Years Monthly Comparison

Overweight/Oversized Permit Count
2023 - 2025 Monthly Comparison



YEARLY OVERWEIGHT REPORT:

January 1, 2025 – September 30, 2025

	Current Year	2024	% CHANGE
Total Permits Issued:	51,677	57,588	-10.26%
Total Amount Collected:	\$ 10,546,384.00	\$11,767,158.00	-10.37%
■ Convenience Fees*:	\$ 210,984.00	\$ 249,558.00	
■ Total Permit Fees:	\$ 10,335,400.00	\$11,517,600.00	
– Pro Miles:	\$ 155,031.00	\$ 157,929.00	
– TxDOT (On system):	\$ 8,663,649.05	\$ 9,783,793.60	
– Local (Off system):	\$ 121,440.95	\$ 6,166.40	
– HCRMA:	\$ 1,395,279.00	\$ 1,554,876.00	-10.26%

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

Convenience fees: 3% of Credit Card Payment

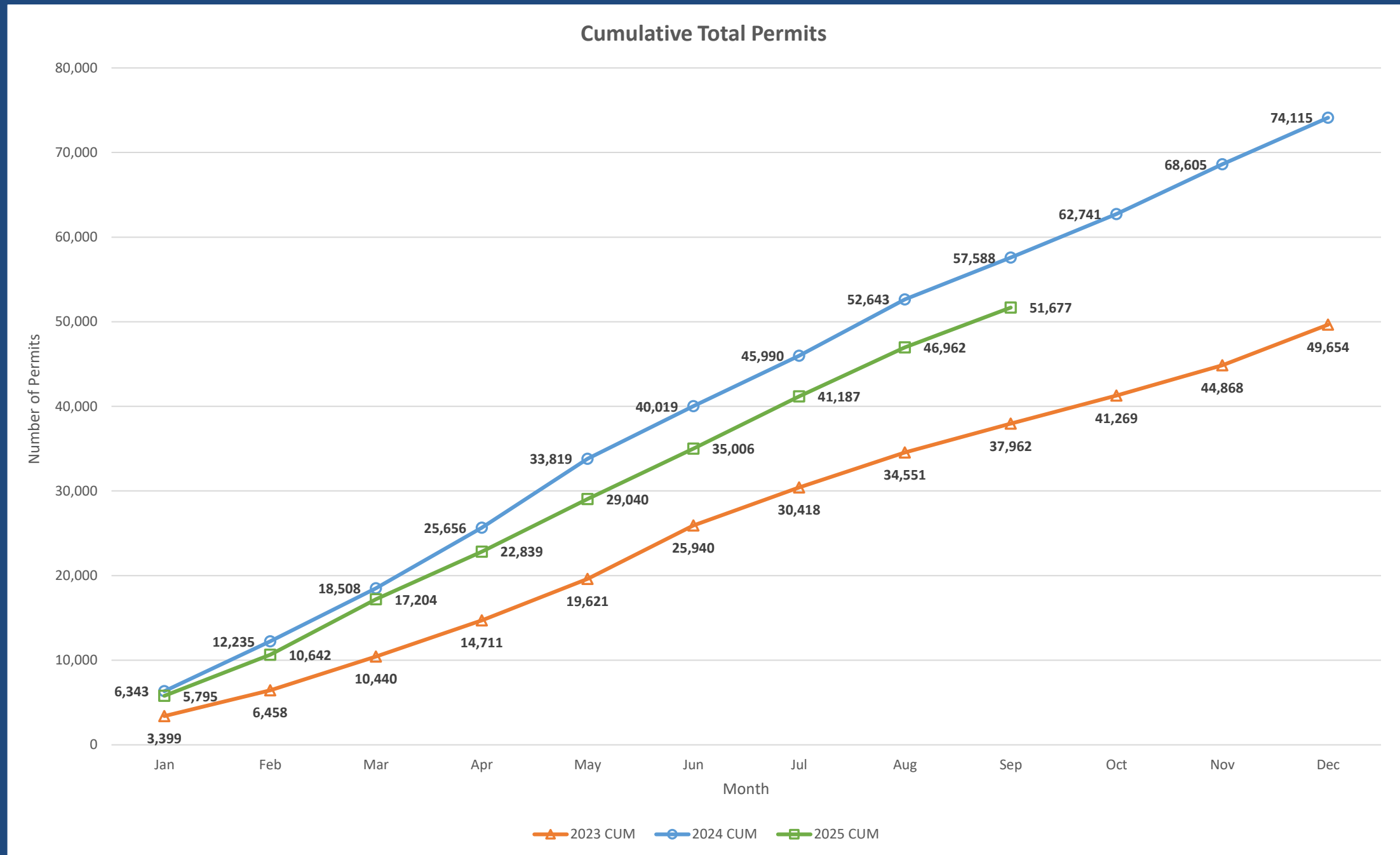
Pro Miles: 1.5% of Total Permit fees.

TxDOT & Local: 85% of Total Permit fees.

HCRMA: 13.5% of Total Permit fees.



Latest 3-Years Yearly Cumulative Comparison



ACCUMULATED OVERWEIGHT REPORT:

January 1, 2014 – September 30, 2025

Total Permits Issued:	440,500
Total Amount Collected:	\$ 78,780,944.00
■ Convenience Fees:	\$ 1,566,744.00
■ Total Permit Fees:	\$ 77,214,200.00
– Pro Miles:	\$ 1,295,670.00
– TxDOT (On system):	\$ 65,478,573.05
– Local (Off system):	\$ 153,497.30
– HCRMA:	\$ 10,286,460.00



DEVELOPMENT UPDATES:

- Environmental Services and Preliminary Engineering SOQ's review completed, recommendation submitted for board's action.



Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2B
10/20/2025
10/28/2025

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

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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/2025 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/2025 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR THE BOARD OF DIRECTOR'S REGULAR MEETING HELD SEPTEMBER 23, 2025 AND THE SPECIAL BOARD MEETING HELD ON OCTOBER 6, 2025.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held September 23, 2025 and the Special Board Meeting held October 6, 2025.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held on September 23, 2025 and the Special Board Meeting held on October 6, 2025.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Board Meeting on Tuesday, September 23, 2025, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members: Robert L. Lozano, Chairman (Teleconference)
Ezequiel Reyna, Vice-Chairman
Jose Maria “Joe” Ochoa, Director
Javier Peña, Director
Roel “Roy” Rodriguez, P.E., Director (Teleconference)
Michael Williamson, Director

Absent: Juan Carlos Del Ángel, Secretary/Treasurer

Staff: Pilar Rodriguez, Executive Director
Jose Castillo, Chief Financial Officer
Ramon Navarro, Chief Construction Engineer
Maria Alaniz, Program Coordinator
Ivonne Rodriguez, Program Coordinator
Blakely Fernandez, Bracewell LLP, Legal Counsel
Luis Cardenas, Escobedo & Cardenas, Legal Counsel

PLEDGE OF ALLEGIANCE

Vice Chairman Ezequiel Reyna led the Pledge of Allegiance.

INVOCATION

Mrs. Maria Alaniz led the invocation.

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

Vice-Chairman Reyna called the Regular Meeting to order at 5:33 p.m.

PUBLIC COMMENT

No Comments

1. CHAIRMAN’S REPORT

A. Western Hidalgo County Loop System Development.

2. REPORTS

- A. Report on Program Management Activity for 365 Tollway Project – HCRMA Staff
Mr. Pilar Rodriguez reported on Program Manager Activity for 365 Tollway Project. No action taken.
- B. Report on Construction Activity for the 365 Tollway Project – Ramon Navarro IV, HCRMA.
Mr. Ramon Navarro reported on the construction activity for the 365 Tollway Project. No action taken.

3. CONSENT AGENDA

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

- A. Approval of Minutes for the Regular Board Meeting held August 26, 2025.
Approved the Minutes for the Regular Board Meeting held August 26, 2025
- B. Approval of Project & General Expense Report for the period from August 9, 2025 to September 5, 2025.
Approval of Project & General Expense Report for the period from August 9, 2025 to September 5, 2025.
- C. Approval of Financial Reports for August 2025.
Approved of Financial Reports for August 2025.

4. REGULAR AGENDA

- A. Resolution 2025-56 –Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority.
Motion by Javier Peña, with a second by Michael Williamson to table Resolution 2025-56 –Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority. Motion carried unanimously.
- B. Resolution 2025-57 – Consideration and approval of Work Authorization 2 to the Professional Service Agreement with ECS for forensic testing of Hidalgo County Irrigation District Number 2 irrigation pipe as part of the 365 Tollway Project.
Motion by Michael Williamson, with a second by Joe Ochoa to approve Resolution 2025-57 – Consideration and approval of Work Authorization 2 to the Professional Service Agreement with ECS for forensic testing of Hidalgo County Irrigation District Number 2 irrigation pipe as part of the 365 Tollway Project in the amount of \$274,644.00. Motion carried unanimously.

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 Williamson, with a second by Joe Ochoa, to enter into Executive Session to consult with board Attorney (Attorneys) on legal issues pertaining to Item 6A, 6B, 6C, 6D, 6E, and 4A under Section 551.071 of the Texas Government Code at 6:18 p.m. Motion carried unanimously.

- A. Consultation with Attorney on legal issues pertaining to the advance project development of the 365 Tollway Segment 4, Section "A" West and Section "C" of the Hidalgo County Loop System (Section 551.071 T.G.C.).
No action taken.
- B. Consultation with Attorney on legal issues pertaining to a Memorandum of Understanding between the Hidalgo County Regional Mobility Authority and Hidalgo County for Section "A" West (Section 551.071 T.G.C.).
No action taken.
- C. Consultation with Attorney on legal issues pertaining to ERCOT and AEP Transmission relocation of utility lines for the 365 Tollway Project (Section 551.071 T.G.C.).
No action taken.
- D. Consultation with Attorney on legal issues pertaining to the Joint Use Agreement between Hidalgo County Irrigation District Number 2 and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project (Section 551.071 T.G.C.).
No action taken.
- E. Consultation with Attorney on legal issues pertaining to that certain contract with Pulice Construction Inc. for the 365 Tollway Project.
No action taken.
- F. Consultation with Attorney on legal issues pertaining to Change Order Number 1-13 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (Section 551.071 T.G.C.).
No action taken.
- G. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (Section 551.071 T.G.C.).
No action taken.
- H. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Inspection, Engineering, Surveying and Environmental Services to include construction material testing (Section 551.071 T.G.C.).
No action taken.
- I. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
No action taken.
- J. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
No action taken.
- K. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).
No action taken.

- L. Consultation with Attorney on legal issues pertaining to permitting overweight corridors (Section 551.071 T.G.C.).

No action taken.

- M. Consultation with Attorney on legal issues pertaining to rule making guidance for Board appointments (Section 551.071 T.G.C.).

No action taken.

Motion by Joe Ochoa, with a second by Michael Williamson, to convene the regular board meeting at 7:19 p.m. Motion carried unanimously.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Joe Ochoa, with a second by Javier Peña, to adjourn the meeting at 7:20 p.m.

Robert L. Lozano, Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Special Board Meeting on Monday, October 6, 2025, at 11:30 a.m. at the Hidalgo County Regional Mobility Authority, Large Conference Room, 203 W. Newcombe Ave., Pharr, Texas 78577, with the following participating:

Board Members: Roberto L. Lozano, Chairman
 Ezequiel Reyna, Vice-Chairman (Teleconference)
 Juan Carlos Del Ángel, Secretary/Treasurer (Teleconference)
 Joe Ochoa, Director (Teleconference)
 Javier Peña, Director (Teleconference)
 Roel “Roy” Rodriguez, P.E., Director (Teleconference)
 Michael Williamson, Director

Staff: Pilar Rodriguez, Executive Director
 Ramon Navarro, Chief Construction Engineer
 Ruben Alfaro, Development Engineer
 Maria Alaniz, Executive Assistant
 Blakely Fernandez, Bracewell, LLP, Legal Counsel (Teleconference)

PLEDGE OF ALLEGIANCE

Chairman Robert Lozano led the Pledge of Allegiance.

INVOCATION

Mrs. Maria Alaniz led the invocation.

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

Chairman Lozano called the Special Meeting to order at 11:30 A.M.

PUBLIC COMMENT

No Comments

1. REGULAR AGENDA

- A. Resolution 2025-58 –Consideration and Approval of an Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway Project.

Motion by Joe Ochoa, with a second by Michael Williamson not to approve Resolution 2025-58 – Consideration and Approval of an Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway Project but to table this item until further board action. Motion carried unanimously.

- B. Resolution 2025-59 – Consideration and approval of Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project.

Motion by Michael Williamson, with a second by Joe Ochoa to approve Resolution 2025-59 – Consideration and approval of Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project. Motion carried unanimously.

- C. Resolution 2025-60 - Consideration and approval of Contract Amendment Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount for Supplemental Number 7 to Work Authorization Number 8.

Motion by Ezequiel Reyna, with a second by Javier Peña to approve Resolution 2025-60 - Consideration and approval of Contract Amendment Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount for Supplemental Number 7 to Work Authorization Number 8. Motion carried unanimously.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Michael Williamson, with a second by Ezequiel Reyna, to adjourn the meeting at 12:17 p.m.

Robert L. Lozano, Chairman

Attest:

Carlos Del Ángel, Secretary/Treasurer

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/21/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM SEPTEMBER 6, 2025 TO OCTOBER 7, 2025**

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

Consideration and approval of project and general expense report for the period from September 6, 2025 to October 7, 2025

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

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

Operating Account	\$	223,148.58
Toll Revenue Series 2022A&B	\$	0.00
Disbursement Account	\$	2,544,756.16
VRF Series 2020A	\$	0.00
Total Project Expenses for Reporting Period	\$	2,767,904.74

Fund Balance after Expenses \$ 85,134,797

5. Staff Recommendation: **Motion to approve the project and general expense report for the September 6, 2025 to October 7, 2025, as presented.**

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

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

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

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

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

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

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

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



Memorandum

To: Robert L. Lozano, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: October 21, 2025
Re: **Expense Report for the Period from September 6, 2025 to October 7, 2025**

Attached is the expense report for the period commencing on September 6, 2025 to October 7, 2025.

Expenses for the Operating Account total \$223,148.58, Toll Revenue Series 2022A&B total is \$0.00, Disbursement Account total \$ 2,544,756.16, and the VRF Series 2020A Account is \$0. The aggregate expense for the reporting period is \$ 2,767,904.74.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$ 2,767,904.74.**

This leaves a fund balance (all funds) after expenses of \$85,134,797.

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

**September 6 - October 7
October 2025**
Plains Capital 41

Make Check Payable to	Inv Date	Amount	
WEX - Valero Fleet	9/15/2025	\$	1,133.14 <small>Previously Paid ACH</small>
WEX - Valero Fleet	10/15/2025	\$	1,175.52
City of Pharr	10/7/2025	\$	2,700.00
City of Pharr	10/14/2025	\$	5,642.70
City of Pharr	10/14/2025	\$	154,001.84
City of Pharr	10/14/2025	\$	205.00
City of Pharr	10/14/2025	\$	7,995.00
Pharr Economic Development Corporation	10/1/2025	\$	4,480.00
Bracewell, LLP	10/8/2025	\$	3,072.00
Pathfinder Public Affairs	9/30/2025	\$	10,000.00
Pena Designs	10/3/2025	\$	200.00
Credit Card Services	10/3/2025	\$	1,713.60
Credit Card Services	10/3/2025	\$	2,355.36
Credit Card Services	10/3/2025	\$	3,844.58
Escobedo & Cardenas , LLP	10/7/2025	\$	225.00
Ivonne Rodriguez	8/5/2025	\$	175.00
Cone Sergio Salinas Cantu	9/26/2025	\$	113.65
Florentino Martinez	9/17/2025	\$	130.00
The Grafix Express LLC	9/18/2025	\$	1,020.00
LiftOff, LLC	9/21/2025	\$	528.00
Rio Grande Valley Communications Group	10/7/2025	\$	1,536.00
SHI Government Solutions	9/22/2025	\$	3,524.40
Sonia Lopez	9/16/2025	\$	200.00
Southern Computer Warehouse	9/25/2025	\$	74.92
4 Imprint	9/24/2025	\$	2,994.07
Charisma Remodeling Services LLC	8/29/2025	\$	750.00
CDW Government	9/23/2025	\$	1,473.60
A-Fast Delivery, LLC	10/1/2025	\$	134.50
Office Depot	9/12/2025	\$	504.26
Office Depot	8/12/2025	\$	99.48
Xerox Corporate - Xerox Financial Services	9/11/2025	\$	598.00
Xerox Corporate - Xerox Financial Services	9/11/2025	\$	219.46
Victor Insurance Managers Inc.	9/16/2025	\$	2,080.00
HUB International	9/16/2025	\$	7,000.00
Rodolfo R. Zamora- All Valley Screen-printing	10/5/2025	\$	1,249.50 <small>Check Previously paid</small>
		\$	223,148.58

Wilmington Trust 45/Capital Projects

Pulice Construction, Inc.	10/17/2025	\$	1,884,308.10
SICE Inc.	9/1/2025	\$	93,292.90
Law Office of Richard A. Cantu, P.C.	10/7/2025	\$	1,581.00
Bracewell, LLP	10/8/2025	\$	16,416.00
Bracewell, LLP	10/8/2025	\$	480.00
Escobedo & Cardenas, LLP	10/7/2025	\$	527.00
Schwab and Stroope, PLLC	10/1/2025	\$	11,845.60
Terracon Consultants, Inc.	10/6/2025	\$	124,880.58
Atlas Technical Consultants, LLC	9/30/2025	\$	13,637.30
Raba Kistner, Inc.	10/1/2025	\$	3,441.46
B2Z Engineering	10/6/2025	\$	105,731.38
HDR Engineering, Inc.	10/7/2025	\$	129,580.87
HDR Engineering, Inc.	10/7/2025	\$	17,155.64
HDR Engineering, Inc.	10/7/2025	\$	6,646.80
Blanton & Associates, Inc.	9/26/2025	\$	7,001.82
City of Granjeno	9/9/2025	\$	245.00 <small>Previously Paid Check</small>
SWG Engineering, LLC	9/30/2025	\$	7,980.00
Hidalgo County Consolidated Water Control & Improvement District	10/1/2025	\$	1,263.08
Military Highway Water Supply Corporation	10/13/2025	\$	117,138.63
Hidalgo County Irrigation District No. 2	10/1/2025	\$	1,248.00
City of Pharr	10/17/2025	\$	325.00 <small>Previously Paid Check</small>
City of Pharr	10/17/2025	\$	30.00 <small>Previously Paid Check</small>
		\$	2,544,756.16

Sub Total - General -4 Sub Total - General -41 (Operating)
 Sub Total - Capital Projects-45 (Disbursement)

\$ 223,148.58
 \$ 2,544,756.16
Total \$ 2,767,904.74

Approved: _____
 Robert L. Lozano, Chairman

 Pilar Rodriguez, Executive Director

Approved: _____
 Juan Carlos Del Ángel, Secretary/Treasurer

10/28/2025

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 3C
 10/21/25
 10/28/25

1. Agenda Item: APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER 2025
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the month of September 2025.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
Funding Source:
5. Staff Recommendation: Motion to approve the Financial Report for the months of September 2025, as presented.
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION SEPTEMBER 30, 2025

ASSETS

CURRENT ASSETS	
Cash & cash equivalents	\$ 16,261,409
Cash with fiscal agent-promiles	55,527
Accounts Receivable - VR Fees	607,780
Accounts Receivable - Promiles	51,450
Prepaid bond insurances	264,132
	<hr/>
Total Current Assets	17,240,298
RESTRICTED ASSETS	
Cash & cash equivalents-Capital Projects	71,589,326
Advance	2,513,637
Investment-2020 debt service	2,614,579
Investment-debt service: 2022 A&B	2,457,578
Cash & equivalents-debt service reserves: 2022 A&B	20,531,654
	<hr/>
Total Restricted Assets	99,706,774
CAPITAL ASSETS	
Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	388,932
Office equipment/other	40,946
Right to use-Bldg	437,340
Road-BSIF	3,010,637
Construction in progress	318,426,254
Accumulated depreciation	(646,183)
Accumulated amortization	(295,205)
	<hr/>
Total Capital Assets	322,718,761
TOTAL ASSETS	\$ 439,665,833

LIABILITIES AND NET POSITION

CURRENT LIABILITIES	
Accounts payable-City of Pharr	\$ 161,997
Lease Payable	162,922
Arbitrage payable	75,000
O/W Off System Corridor	169,179
Current portion of compensated absences	98,935
Unearned Revenue - Overweight Permit Escrow	55,527
Current Portion of Bond Premium 2020A	45,256
Current Portion of Bond Premium 2022 A	356,126
Current Portion of Bond Premium 2022 B	132,309
	<hr/>
Total Current Liabilities	1,257,251
RESTRICTED LIABILITIES	
Current Portion of Long-Term 2020 Debt	2,345,000
Retainage payable	254,250
	<hr/>
Total Restricted Liabilities	2,599,250
LONG-TERM LIABILITIES	
LT Compensated absences	283,058
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	50,915,000
2022 Series A Bonds Payable	160,520,718
2022 Series B Bonds Payable	67,809,385
Bond premium 2020A	1,120,084
Bond premium 2022A	11,010,222
Bond premium 2022B	4,090,549
	<hr/>
Total Long-Term Liabilities	305,619,016
Total Liabilities	<hr/> 309,475,517
NET POSITION	
Investment in Capital Assets, Net of Related Debt	13,803,882
Restricted for:	
Debt Service	23,004,561
Capital projects	74,102,963
Unrestricted	19,278,910
	<hr/>
Total Net Position	130,190,316
TOTAL LIABILITIES AND NET POSITION	\$ 439,665,833



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2025

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
41-1-1100-000	GENERAL OPERATING	85,356.55
41-1-1102-000	POOL INVESTMENTS	12,129,480.66
41-1-1102-001	INVESTMENT-ROAD MAINT,	1,167,544.38
41-1-1102-002	INVESTMENT-GENERAL	2,879,028.34
41-1-1113-000	ACCOUNTS RECIEVABLES-VR FEES	607,780.00
41-1-1113-009	ACCOUNTS RECEIVABLE- PROMILES	51,450.55
41-1-1113-100	PROMILES-PREPAID/ESCROW OVERWE	55,526.56
41-1-1601-001	PREPAID BOND INSURANCE	264,131.78
41-1-1910-001	LAND - RIGHT OF WAY	914,933.99
41-1-1910-002	LAND - ENVIORNMENTAL	441,105.00
41-1-1920-004	LEASEHOLD IMPROV.	388,932.22
41-1-1922-000	ACCUM DEPR - BUILDINGS	-210,957.59
41-1-1940-001	OFFICE FURNITURE & FIXTURES	32,339.94
41-1-1940-002	COMPUTER/SOFTWARE	8,606.51
41-1-1940-003	RIGHT TO USE- BLDG	437,340.00
41-1-1942-000	ACCUM DEPR - MACH & EQUIP	-29,807.21
41-1-1942-001	ACCUM AMORT-BLDG	-295,205.00
41-1-1950-001	ROADS - BSIF	3,010,636.97
41-1-1952-000	ACCUM DEPR - INFRASTRUCTURE	-405,418.28
41-1-1960-000	CONSTRUCTION IN PROGRESS	318,426,254.49
Total Assets:		339,959,059.86
		339,959,059.86
Liability		
41-2-1212-001	A/P CITY OF PHARR	161,996.84
41-2-1212-008	O/W OFF SYSTEM CORRIDOR	169,178.85
41-2-1212-010	LEASE PAYABLE	162,921.78
41-2-1212-011	ARBITRAGE PAYABLE	75,000.75
41-2-1213-007	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
41-2-1213-008	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
41-2-1213-010	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
41-2-1213-011	CURRENT PORTION OF COMP ABSENCES	98,935.00
41-2-1213-012	BONDS PAYABLE CURRENT- 2020B	2,345,000.00
41-2-1213-100	UNEARNED REV.-OVERWEIGHT	55,526.56
41-2-1214-004	UNAMORTIZED PREM- 2020A	1,120,084.02
41-2-1214-005	LT UNAMORTIZED PREM 2022 A	11,010,221.88
41-2-1214-006	LT UNAMORTIZED PREM 2022 B	4,090,549.22
41-2-1214-007	LT COMPENSATED ABSENCES	283,057.99
41-2-1214-011	LONG TERM BONDS- 2020A	9,870,000.00
41-2-1214-012	LONG TERM BONDS- 2020B	50,915,000.00
41-2-1214-013	LT BOND PAY 2022 A	160,520,718.35
41-2-1214-014	LT BOND PAY 2022 B	67,809,385.15
Total Liability:		309,221,266.97
Equity		
41-3-3400-000	FUND BALANCE	31,449,574.27
Total Beginning Equity:		31,449,574.27
Total Revenue		7,987,312.97
Total Expense		8,699,094.35
Revenues Over/Under Expenses		-711,781.38
Total Equity and Current Surplus (Deficit):		30,737,792.89
Total Liabilities, Equity and Current Surplus (Deficit):		339,959,059.86



Pharr, TX

Income Statement Account Summary

For Fiscal: 2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL						
Revenue						
<u>41-4-1504-000</u>	VEHICLE REGISTRATION FEES	0.00	7,500,000.00	607,780.00	6,034,890.00	1,465,110.00
<u>41-4-1505-005</u>	PROMILES-OW/OS PERMIT FEES	0.00	2,000,000.00	152,469.00	1,426,680.00	573,320.00
<u>41-4-1506-000</u>	INTEREST REVENUE	0.00	300,000.00	56,942.93	525,742.97	-225,742.97
Revenue Total:		0.00	9,800,000.00	817,191.93	7,987,312.97	1,812,687.03
Expense						
<u>41-52900-1100-000</u>	SALARIES	844,500.00	844,500.00	46,422.59	432,930.15	411,569.85
<u>41-52900-1104-000</u>	OVERTIME	1,000.00	1,000.00	333.17	1,472.97	-472.97
<u>41-52900-1105-000</u>	FICA	67,911.00	67,911.00	1,823.82	30,366.19	37,544.81
<u>41-52900-1106-000</u>	HEALTH INSURANCE	59,040.00	59,040.00	2,933.43	27,115.00	31,925.00
<u>41-52900-1106-001</u>	HEALTH INSURANCE- OTHER	0.00	0.00	55.00	385.00	-385.00
<u>41-52900-1115-000</u>	EMPLOYEES RETIREMENT	123,838.00	123,838.00	5,976.18	55,423.75	68,414.25
<u>41-52900-1115-001</u>	RETIREMENT- USCT	90,000.00	90,000.00	0.00	0.00	90,000.00
<u>41-52900-1116-000</u>	PHONE ALLOWANCE	7,500.00	7,500.00	392.30	3,589.54	3,910.46
<u>41-52900-1117-000</u>	CAR ALLOWANCE	26,400.00	26,400.00	1,292.30	11,824.54	14,575.46
<u>41-52900-1122-000</u>	EAP- ASSISTANCE PROGRAM	348.00	348.00	159.72	159.72	188.28
<u>41-52900-1178-000</u>	ADMIN FEE	15,600.00	15,600.00	900.00	8,400.00	7,200.00
<u>41-52900-1179-000</u>	CONTINGENCY	42,225.00	42,225.00	0.00	0.00	42,225.00
<u>41-52900-1200-000</u>	OFFICE SUPPLIES	6,000.00	6,000.00	-1,968.27	5,226.27	773.73
<u>41-52900-1603-000</u>	BUILDING REMODEL	100,000.00	100,000.00	0.00	19,805.00	80,195.00
<u>41-52900-1604-000</u>	MAINTENANCE & REPAIR	5,000.00	5,000.00	210.00	3,249.16	1,750.84
<u>41-52900-1605-000</u>	JANITORIAL	1,000.00	1,000.00	0.00	122.57	877.43
<u>41-52900-1606-000</u>	UTILITIES	3,000.00	3,000.00	189.46	1,670.08	1,329.92
<u>41-52900-1607-000</u>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	7,878.95	4,121.05
<u>41-52900-1607-001</u>	CONTRACTUAL SERVICES	8,000.00	8,000.00	0.00	4,470.00	3,530.00
<u>41-52900-1610-000</u>	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	325.00	14,596.00	3,404.00
<u>41-52900-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	-574.30	505.60	-5.60
<u>41-52900-1611-000</u>	POSTAGE/FEDEX/COURTIER	2,000.00	2,000.00	232.00	1,620.06	379.94
<u>41-52900-1620-000</u>	GENERAL LIABILITY	5,000.00	5,000.00	0.00	4,492.66	507.34
<u>41-52900-1621-000</u>	INSURANCE-E&O	2,000.00	2,000.00	0.00	1,891.89	108.11
<u>41-52900-1622-000</u>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
<u>41-52900-1623-000</u>	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	0.00	500.00
<u>41-52900-1623-001</u>	INSURANCE-OTHER	7,000.00	7,000.00	0.00	3,937.39	3,062.61
<u>41-52900-1623-002</u>	INSURANCE- CYBERSECURITY	12,000.00	12,000.00	0.00	6,343.76	5,656.24
<u>41-52900-1630-000</u>	BUSINESS MEALS	2,500.00	2,500.00	0.00	202.06	2,297.94
<u>41-52900-1640-000</u>	ADVERTISING	2,200.00	2,200.00	0.00	0.00	2,200.00
<u>41-52900-1641-000</u>	MARKETING	250,000.00	250,000.00	1,772.32	4,622.60	245,377.40
<u>41-52900-1642-123</u>	OUTREACH	50,000.00	50,000.00	0.00	0.00	50,000.00
<u>41-52900-1650-000</u>	TRAINING	8,000.00	8,000.00	0.00	5,285.40	2,714.60
<u>41-52900-1660-000</u>	TRAVEL	6,000.00	6,000.00	0.00	1,281.45	4,718.55
<u>41-52900-1662-000</u>	PRINTING & PUBLICATIONS	10,000.00	10,000.00	0.00	1,307.27	8,692.73
<u>41-52900-1703-000</u>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
<u>41-52900-1705-000</u>	ACCOUNTING FEES	40,000.00	40,000.00	205.00	33,640.00	6,360.00
<u>41-52900-1710-000</u>	LEGAL FEES	50,000.00	50,000.00	3,216.00	43,390.10	6,609.90
<u>41-52900-1710-001</u>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	80,000.00	40,000.00
<u>41-52900-1712-000</u>	FINANCIAL CONSULTING FEES	20,000.00	20,000.00	8,500.00	12,100.00	7,900.00
<u>41-52900-1712-001</u>	INSURANCE CONSULTANT	15,000.00	15,000.00	0.00	0.00	15,000.00
<u>41-52900-1715-000</u>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	40,320.00	13,680.00
<u>41-52900-1715-001</u>	RENT-OFFICE EQUIPMENT	9,000.00	9,000.00	598.00	5,980.00	3,020.00
<u>41-52900-1715-002</u>	RENT-OTHER	3,500.00	3,500.00	288.00	4,453.00	-953.00
<u>41-52900-1716-000</u>	CONTRACTUAL WEBSITE SERVICES	25,000.00	25,000.00	200.00	1,600.00	23,400.00
<u>41-52900-1731-000</u>	MISCELLANEOUS	500.00	500.00	0.00	6,045.00	-5,545.00

Income Statement

For Fiscal: 2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
41-52900-1732-000	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
41-52900-1850-000	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
41-52900-1899-000	NON-CAPITAL	10,000.00	10,000.00	2,538.94	4,972.94	5,027.06
41-52900-1999-003	TRANSFER OUT TO DEBT	0.00	0.00	0.00	18,000.00	-18,000.00
41-52900-1999-006	TRANS OUT- 2020 DEBT SVC	0.00	3,970,904.00	330,908.70	2,980,178.30	990,725.70
41-52900-1999-011	TRANSFER OUT 2022 DEBT	0.00	0.00	0.00	3,721,992.12	-3,721,992.12
41-53000-1100-000	SALARIES	621,485.00	621,485.00	55,727.06	481,767.30	139,717.70
41-53000-1104-000	OVERTIME	50,000.00	50,000.00	10,689.82	117,056.37	-67,056.37
41-53000-1105-000	FICA	53,746.00	53,746.00	5,039.41	45,553.08	8,192.92
41-53000-1106-000	HEALTH INSURANCE	59,040.00	59,040.00	4,105.35	36,900.00	22,140.00
41-53000-1115-000	EMPLOYEES RETIREMENT	83,956.00	83,956.00	9,026.85	80,921.59	3,034.41
41-53000-1116-000	PHONE ALLOWANCE	9,600.00	9,600.00	646.10	5,930.27	3,669.73
41-53000-1117-000	CAR ALLOWANCE	7,200.00	7,200.00	553.84	5,067.64	2,132.36
41-53000-1122-000	EAP- ASSISTANCE PROGRAM	348.00	348.00	228.69	228.69	119.31
41-53000-1178-000	ADMN FEE	15,600.00	15,600.00	1,200.00	10,875.00	4,725.00
41-53000-1179-000	CONTINGENCY	31,074.00	31,074.00	0.00	0.00	31,074.00
41-53000-1200-000	OFFICE SUPPLIES	5,000.00	5,000.00	693.03	1,650.97	3,349.03
41-53000-1201-000	SMALL TOOLS	5,000.00	5,000.00	0.00	480.92	4,519.08
41-53000-1605-000	JANITORIAL	300.00	300.00	250.00	250.00	50.00
41-53000-1606-001	UTILITIES	750.00	750.00	0.00	467.60	282.40
41-53000-1608-000	UNIFORMS	4,000.00	4,000.00	0.00	572.96	3,427.04
41-53000-1610-000	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	0.00	50.00	950.00
41-53000-1610-001	SUBSCRIPTIONS - SOFTWARE	25,000.00	25,000.00	0.00	25,207.86	-207.86
41-53000-1611-000	POSTAGE/FEDEX/COURTIER	250.00	250.00	20.20	20.20	229.80
41-53000-1640-000	ADVERTISING	7,000.00	7,000.00	0.00	1,576.50	5,423.50
41-53000-1650-000	TRAINING	5,000.00	5,000.00	0.00	1,780.00	3,220.00
41-53000-1660-000	TRAVEL	5,000.00	5,000.00	916.00	4,751.56	248.44
41-53000-1662-000	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
41-53000-1715-001	RENTAL - OFFICE EQUIPMENT	2,800.00	2,800.00	219.46	3,018.22	-218.22
41-53000-1715-002	RENT-OTHER	2,000.00	2,000.00	0.00	0.00	2,000.00
41-53000-1715-010	VEHICLE RENTAL	70,000.00	70,000.00	5,635.20	48,707.53	21,292.47
41-53000-1715-011	VEHICLE INSURANCE	4,000.00	4,000.00	0.00	8,541.54	-4,541.54
41-53000-1715-012	VEHICLE MAINTENANCE	2,500.00	2,500.00	2,418.63	6,085.26	-3,585.26
41-53000-1715-013	VEHICLE FUEL	10,000.00	10,000.00	1,133.14	8,162.13	1,837.87
41-53000-1850-000	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00
41-53000-1899-000	NON-CAPITALIZED	3,000.00	3,000.00	1,766.36	2,808.83	191.17
41-54000-1100-000	SALARIES	485,000.00	485,000.00	10,769.24	98,538.55	386,461.45
41-54000-1105-000	FICA	38,300.00	38,300.00	838.24	7,681.08	30,618.92
41-54000-1106-000	HEALTH INSURANCE	29,520.00	29,520.00	585.96	5,535.00	23,985.00
41-54000-1115-000	EMPLOYEES RETIREMENT	37,600.00	37,600.00	1,523.96	13,963.81	23,636.19
41-54000-1116-000	PHONE ALLOWANCE	4,800.00	4,800.00	92.30	844.54	3,955.46
41-54000-1117-000	CAR ALLOWANCE	21,600.00	21,600.00	553.84	5,067.64	16,532.36
41-54000-1122-000	EAP- ASSISTANCE PROGRAM	174.00	174.00	32.67	32.67	141.33
41-54000-1178-000	ADMN FEE	7,800.00	7,800.00	150.00	1,425.00	6,375.00
41-54000-1179-000	CONTINGENCY	21,600.00	21,600.00	0.00	0.00	21,600.00
41-54000-1200-000	OFFICE SUPPLIES	750.00	750.00	0.00	537.84	212.16
41-54000-1610-000	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	164.16	164.16	1,335.84
41-54000-1610-001	SUBSCRIPTIONS-SOFTWARE	75,000.00	75,000.00	690.00	44,887.88	30,112.12
41-54000-1611-000	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	26.85	73.15
41-54000-1640-000	ADVERTISING	5,000.00	5,000.00	0.00	1,729.38	3,270.62
41-54000-1650-000	TRAINING	3,000.00	3,000.00	0.00	469.00	2,531.00
41-54000-1660-000	TRAVEL	3,000.00	3,000.00	0.00	988.96	2,011.04
41-54000-1899-000	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
41-58000-1604-001	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	2,265.00	735.00
41-58000-1606-002	UTILITIES - BSIF	1,000.00	1,000.00	-884.73	511.57	488.43
41-58000-1623-001	INSURANCE OTHER	15,000.00	15,000.00	0.00	0.00	15,000.00

Income Statement

For Fiscal: 2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<u>41-59000-1606-001</u>	UTILITIES - WETLANDS	0.00	0.00	3,146.91	3,146.91	-3,146.91
	Expense Total:	3,993,555.00	7,964,459.00	540,191.05	8,699,094.35	-734,635.35
	Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	-3,993,555.00	1,835,541.00	277,000.88	-711,781.38	
	Total Surplus (Deficit):	-3,993,555.00	1,835,541.00	277,000.88	-711,781.38	



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05653

Bank Statement

General Ledger

Beginning Balance	84,390.77
Plus Debits	443,110.75
Less Credits	428,264.36
Adjustments	0.00
Ending Balance	99,237.16

Account Balance	85,356.55
Less Outstanding Debits	0.00
Plus Outstanding Credits	13,880.61
Adjustments	0.00
Adjusted Account Balance	99,237.16

Statement Ending Balance	99,237.16
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000

GENERAL OPERATING

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	DEP0112972	Deposit	TO RECORD MONTHLY DISTRIBUTION	277,371.30
09/30/2025	DEP0112999	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	2,977.45
09/30/2025	DEP0113000	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	34,209.00
09/30/2025	DEP0113001	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	2,730.70
09/30/2025	DEP0113002	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	31,374.00
09/30/2025	DEP0113003	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	2,650.80
09/30/2025	DEP0113004	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	30,456.00
09/30/2025	DEP0113005	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	2,361.75
09/30/2025	DEP0113006	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	27,135.00
09/30/2025	DEP0113007	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	2,549.75
09/30/2025	DEP0113008	Deposit	TO RECORD PROMILES REV FUND 41 HCRN	29,295.00
Total Cleared Deposits (11)				443,110.75

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
08/27/2025	2941	Check	4IMPRINT INC	-2,850.28
08/27/2025	2942	Check	A FAST DELIVERY	-126.00
08/27/2025	2943	Check	CDW LLC	-1,042.47
08/27/2025	2945	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-550.16
08/27/2025	2946	Check	OFFICE DEPOT	-633.95
08/27/2025	2947	Check	RENE J CASTRO	-825.00
08/27/2025	2948	Check	XEROX CORPORATION	-817.46
09/25/2025	2950	Check	A FAST DELIVERY	-154.00
09/25/2025	2951	Check	ALAN YODER ENTERPRISES INC	-210.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
09/25/2025	2955	Check	SONIA LOPEZ	-250.00
Total Cleared Checks (10)				-7,459.32

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/01/2025	DFT0014506	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
09/01/2025	DFT0014508	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
09/04/2025	DFT0014507	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-3,216.00
09/05/2025	DFT0014509	Bank Draft	PENA DESIGNS	-200.00
09/10/2025	DFT0014501	Bank Draft	CITY OF PHARR	-850.00
09/10/2025	DFT0014502	Bank Draft	CITY OF PHARR	-5,635.20
09/10/2025	DFT0014503	Bank Draft	CITY OF PHARR	-156,249.14
09/10/2025	DFT0014504	Bank Draft	CITY OF PHARR	-205.00
09/10/2025	DFT0014505	Bank Draft	CITY OF PHARR	-6,765.00
09/13/2025	DFT0014510	Bank Draft	RAMON NAVARRO	-396.52
09/30/2025	DFT0014511	Bank Draft	VALERO FLEET	-1,133.14
09/30/2025	EFT0007387	EFT	TO RECORD WIRE TRANSFER HCRMA	-225,000.00
09/30/2025	EFT0007398	EFT	CREDIT CARD SERVICES HCRMA SEPT 202	-490.00
09/30/2025	EFT0007399	EFT	CREDIT CARD SERVICES HCRMA SEPT 202	-4,323.24
09/30/2025	EFT0007400	EFT	CREDIT CARD SERVICES HCRMA SEPT 202	-1,861.80
Total Cleared Other (15)				-420,805.04

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
09/25/2025	2949	Check	4IMPRINT INC	-1,772.32
09/25/2025	2952	Check	CDW LLC	-1,042.47
09/25/2025	2953	Check	HILLTOP SECURITIES INC.	-8,500.00
09/25/2025	2954	Check	OFFICE DEPOT	-190.47
09/25/2025	2956	Check	SOUTHERN TIRE MART, LLC	-1,557.89
09/25/2025	2957	Check	XEROX CORPORATION	-817.46
Total Outstanding Checks (6)				-13,880.61



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05643

Bank Statement

General Ledger

Beginning Balance	11,861,890.28
Plus Debits	267,590.38
Less Credits	0.00
Adjustments	0.00
Ending Balance	12,129,480.66

Account Balance	12,129,480.66
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	12,129,480.66

09/10/25

Statement Ending Balance	12,129,480.66
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	DEP0112969	Deposit	TO RECORD INTEREST FUND 41	42,590.38
09/30/2025	DEP0112988	Deposit	TO RECORD WIRE TRANSFER HCRMA	225,000.00
Total Cleared Deposits (2)				267,590.38



Pharr, TX

Bank Statement Register

RMA LOGIC ROAD MAINT

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05644

Bank Statement

General Ledger

Beginning Balance	1,163,403.26
Plus Debits	4,141.12
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,167,544.38

Account Balance	1,167,544.38
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,167,544.38

Statement Ending Balance	1,167,544.38
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	<u>DEP0112970</u>	Deposit	TO RECORD INTEREST FUND 41	4,141.12
Total Cleared Deposits (1)				4,141.12



Pharr, TX

Bank Statement Register

INVESTMENT-GENERAL

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05645

09/10/25

Bank Statement

General Ledger

Beginning Balance	2,868,816.91
Plus Debits	10,211.43
Less Credits	0.00
Adjustments	0.00
Ending Balance	2,879,028.34

Account Balance	2,879,028.34
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	2,879,028.34

Statement Ending Balance	2,879,028.34
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	<u>DEP0112971</u>	Deposit	TO RECORD INTEREST FUND 41	10,211.43
Total Cleared Deposits (1)				10,211.43



Pharr, TX

Balance Sheet
Account Summary
As Of 09/30/2025

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
<u>42-1-1102-002</u>	INVESTMENTS D/S 2022 A SERIES	1,696,039.43
<u>42-1-1102-003</u>	INVESTMENTS D/S2022 B SERIES	760,516.83
<u>42-1-1102-010</u>	INVESTMENTS RESERVE D/S 2022 A SERIE	14,149,947.12
<u>42-1-1102-011</u>	INVESTMENTS RESERVE D/S 2022 B SERIE	6,381,707.70
<u>42-1-1102-012</u>	INVESTMENT JR LIEN REV BDS 2022B	1,021.32
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	2,614,578.65
	Total Assets:	25,603,811.05
		25,603,811.05
Liability		
	Total Liability:	0.00
Equity		
<u>42-3-4400-000</u>	FUND BALANCE	20,798,997.32
	Total Beginning Equity:	20,798,997.32
Total Revenue		7,471,544.93
Total Expense		2,666,731.20
Revenues Over/Under Expenses		4,804,813.73
	Total Equity and Current Surplus (Deficit):	25,603,811.05
	Total Liabilities, Equity and Current Surplus (Deficit):	25,603,811.05



Pharr, TX

Income Statement Account Summary

For Fiscal: 2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
42-4-1506-002	INTEREST 2020 SERIES	0.00	0.00	7,210.97	35,460.87	-35,460.87
42-4-1506-003	INTEREST 2022 A SERIES	0.00	0.00	5,673.04	56,325.50	-56,325.50
42-4-1506-004	INTEREST 2022 B SERIES	0.00	0.00	2,547.29	18,877.78	-18,877.78
42-4-1506-010	INTEREST RESERVE 2022 A SERIES	0.00	0.00	50,188.36	460,859.89	-460,859.89
42-4-1506-011	INTEREST RESERVE 2022 B SERIES	0.00	0.00	22,635.17	207,850.47	-207,850.47
42-4-1999-000	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	330,908.70	6,692,170.42	-6,692,170.42
Revenue Total:		0.00	0.00	419,163.53	7,471,544.93	-7,471,544.93
Expense						
42-52900-4703-005	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	677,460.20	-677,460.20
42-52900-4703-006	INTEREST EXPESNE- 2022 A BOND	0.00	0.00	0.00	1,373,292.00	-1,373,292.00
42-52900-4703-007	INTEREST EXPENSE- 2022 B BONDS	0.00	0.00	0.00	615,979.00	-615,979.00
Expense Total:		0.00	0.00	0.00	2,666,731.20	-2,666,731.20
Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):		0.00	0.00	419,163.53	4,804,813.73	
Total Surplus (Deficit):		0.00	0.00	419,163.53	4,804,813.73	



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05647

Bank Statement

General Ledger

Beginning Balance	1,690,366.39	Account Balance	1,696,039.43
Plus Debits	5,673.04	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,696,039.43	Adjusted Account Balance	1,696,039.43

Statement Ending Balance 1,696,039.43

Bank Difference 0.00

General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002

INVESTMENTS D/S 2022 A SERIES

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	<u>DEP0112974</u>	Deposit	TO RECORD SEPT INTEREST	5,673.04
Total Cleared Deposits (1)				5,673.04



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05648

Bank Statement

General Ledger

Beginning Balance	757,972.95
Plus Debits	2,543.88
Less Credits	0.00
Adjustments	0.00
Ending Balance	760,516.83

Account Balance	760,516.83
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	760,516.83

Statement Ending Balance	760,516.83
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	<u>DEP0112975</u>	Deposit	TO RECORD SEPT INTEREST	2,543.88
Total Cleared Deposits (1)				2,543.88



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05649

09/21/25

Bank Statement

General Ledger

Beginning Balance	14,099,758.76
Plus Debits	50,188.36
Less Credits	0.00
Adjustments	0.00
Ending Balance	14,149,947.12

Account Balance	14,149,947.12
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	14,149,947.12

Statement Ending Balance	14,149,947.12
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	DEP0112976	Deposit	TO RECORD SEPT INTEREST	50,188.36
Total Cleared Deposits (1)				50,188.36



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05650

Bank Statement

General Ledger

Beginning Balance 6,359,072.53
Plus Debits 22,635.17
Less Credits 0.00
Adjustments 0.00
Ending Balance 6,381,707.70

Account Balance 6,381,707.70
Less Outstanding Debits 0.00
Plus Outstanding Credits 0.00
Adjustments 0.00
Adjusted Account Balance 6,381,707.70

Statement Ending Balance 6,381,707.70
Bank Difference 0.00
General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	<u>DEP0112981</u>	Deposit	TO RECORD SEPT INTEREST	22,635.17
Total Cleared Deposits (1)				22,635.17



Pharr, TX

Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05646

Bank Statement

General Ledger

Beginning Balance	1,017.91
Plus Debits	3.41
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,021.32

Account Balance	1,021.32
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,021.32

Statement Ending Balance	1,021.32
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	DEP0112973	Deposit	TO RECORD INTEREST FUND 42	3.41
Total Cleared Deposits (1)				3.41



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05651

Bank Statement

General Ledger

Beginning Balance	2,276,458.98
Plus Debits	338,119.67
Less Credits	0.00
Adjustments	0.00
Ending Balance	2,614,578.65

Account Balance	2,614,578.65
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	2,614,578.65

Statement Ending Balance	2,614,578.65
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

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

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	DEP0112982	Deposit	TO RECORD INT & TRANSFER	338,119.67
Total Cleared Deposits (1)				338,119.67



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2025

Account	Name	Balance	
Fund: 45 - HCRMA - CAP.PROJECTS FUND			
Assets			
<u>45-1-1102-000</u>	Pool Investment	71,589,326.29	
<u>45-1-1267-000</u>	ADVANCE	2,513,637.48	
	Total Assets:	74,102,963.77	<u>74,102,963.77</u>
Liability			
<u>45-2-1212-009</u>	RETAINAGE PAYABLE	254,250.07	
	Total Liability:	254,250.07	
Equity			
<u>45-3-1400-000</u>	Fund Balance	107,456,992.12	
	Total Beginning Equity:	107,456,992.12	
Total Revenue		8,488,788.00	
Total Expense		42,097,066.42	
Revenues Over/Under Expenses		-33,608,278.42	
	Total Equity and Current Surplus (Deficit):	73,848,713.70	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>74,102,963.77</u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	-1,786,319.80	2,895,173.31	-2,895,173.31
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	2,377,591.85	5,593,614.69	-5,593,614.69
Revenue Total:		0.00	0.00	591,272.05	8,488,788.00	-8,488,788.00
Expense						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	486,966.99	6,953,658.14	-6,953,658.14
<u>45-52900-8810-000</u>	SH 365- Enviornmental	0.00	0.00	26,006.74	62,639.30	-62,639.30
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	650.00	-650.00
<u>45-52900-8810-004</u>	365 UTILITIES RELOCATION	0.00	0.00	0.00	2,136,913.98	-2,136,913.98
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	850.00	4,350.00	-4,350.00
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	29,322.50	223,804.32	-223,804.32
<u>45-52900-8842-001</u>	WET LAND	0.00	0.00	0.00	2,646,492.03	-2,646,492.03
<u>45-52900-8844-000</u>	365 CONSTRUCTION FEDERAL	0.00	0.00	2,338,998.78	13,988,672.00	-13,988,672.00
<u>45-52900-8844-001</u>	365 CONSTRUCTION LOCAL	0.00	0.00	833.03	13,768,679.19	-13,768,679.19
<u>45-52900-8860-000</u>	365 TOLL SYSTEM	0.00	0.00	61,451.94	2,278,145.46	-2,278,145.46
<u>45-55100-8850-000</u>	SEC A- PRELIMINARY	0.00	0.00	0.00	18,278.00	-18,278.00
<u>45-55100-8851-000</u>	SEC A- LEGAL	0.00	0.00	240.00	14,784.00	-14,784.00
Expense Total:		0.00	0.00	2,944,669.98	42,097,066.42	-42,097,066.42
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):		0.00	0.00	-2,353,397.93	-33,608,278.42	
Total Surplus (Deficit):		0.00	0.00	-2,353,397.93	-33,608,278.42	



Pharr, TX

Bank Statement Register

Pool Investment

Period 9/1/2025 - 9/30/2025

Packet: BRPKT05652

09/10/25

Bank Statement

General Ledger

Beginning Balance	73,943,324.22
Plus Debits	591,272.05
Less Credits	2,945,269.98
Adjustments	0.00
Ending Balance	71,589,326.29

Account Balance	71,589,326.29
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	71,589,326.29

Statement Ending Balance	71,589,326.29
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2025	DEP0112983	Deposit	TO RECORD SEPT INTEREST	263,795.83
09/30/2025	DEP0112984	Deposit	TO RECORD GRANT REIMB #38	327,476.22
Total Cleared Deposits (2)				591,272.05

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/01/2025	DFT0014485	Bank Draft	SICE, INC	-34,867.80
09/01/2025	DFT0014490	Bank Draft	SCHWAB & STROOPE, PLLC	-3,712.50
09/01/2025	DFT0014499	Bank Draft	SWG ENGINEERING, LLC	-5,750.00
09/02/2025	DFT0014492	Bank Draft	ATLAS TECHNICAL CONSULTANTS LLC	-23,416.92
09/02/2025	DFT0014493	Bank Draft	B2Z ENGINEERING LLC	-46,881.02
09/03/2025	DFT0014498	Bank Draft	SAN MIGUEL LAWN CARE SERVICES	-1,450.00
09/04/2025	DFT0014487	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-16,512.00
09/04/2025	DFT0014488	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-240.00
09/04/2025	DFT0014491	Bank Draft	TERRACON	-130,539.24
09/04/2025	DFT0014496	Bank Draft	HDR	-4,126.72
09/05/2025	DFT0014486	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-1,953.00
09/05/2025	DFT0014489	Bank Draft	ESCOBEDO & CARDENAS, LLP	-1,395.00
09/05/2025	DFT0014494	Bank Draft	HDR	-70,423.81
09/05/2025	DFT0014495	Bank Draft	HDR	-22,212.42
09/14/2025	DFT0014484	Bank Draft	PULICE CONSTRUCTION INC	-2,338,998.78
09/18/2025	DFT0014500	Bank Draft	TEXAS DEPARTMENT OF TRANSPORTATION	-833.03
09/22/2025	DFT0014497	Bank Draft	BLANTON & ASSOCIATES, INC.	-26,006.74
09/30/2025	EFT0007395	EFT	TO RECORD ACH HCRMA FUND 45 ATSER 5	-55,880.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2025	EFT0007396	EFT	TO RECORD ACH HCRMA FUND 45 ECS SOI	-159,826.00
09/30/2025	EFT0007397	EFT	TO RECORD ACH PAID TO CITY OF GRANJE	-245.00
Total Cleared Other (20)				-2,945,269.98

Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/21/2025 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/2025 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE PERIOD
ENDING SEPTEMBER 30, 2025.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of the quarterly investment reports for the period ending September
30, 2025.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public
Funds Investment Act Section 2256
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve the Quarterly Investment Report for the period
ending September 30, 2025, as presented**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: Approved Disapproved X None
9. Chief Financial Officer's Recommendation: X Approved Disapproved None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None



Board of Directors

Robert L. Lozano, Chairman

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Javier Peña, Director

Jose Maria "Joe" Ochoa, Director

Roel "Roy" Rodriguez, P.E., Director

Michael J. Williamson, Director

October 9, 2025

To: Robert L. Lozano, Chairman
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer

RE: Quarterly Investment Report for Quarter Ending September 30, 2025, Statement of Compliance

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

This quarter investment disbursements totaled \$10,354,904 consisting of project construction. Other sources included: internal transfers-in totaling \$1,817,727; contributions from (TxDOT Grant)--\$1,869,057; and total interest earned was \$1,289,128.

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

STATEMENT OF COMPLIANCE

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

Presented by RMA Investment Officers:

Pilar Rodriguez, Investment Officer

Jose H. Castillo, Investment Officer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
QUARTERLY INVESTMENT SUMMARY REPORT
Quarter Ending September 30, 2025

	Local Govt. Investment Pool	Government (Federated) Securities	Total
COST			
Beginning Balance	\$ 114,710,141	\$ 4,038,041	\$ 118,748,182
Additions:			
Interfund Transfers-in	825,000	992,727	1,817,727
Contributions	-	1,869,057	1,869,057
Investment earnings-LOGIC	1,235,175	-	1,235,175
Investment earnings-Wilmington Trust		53,953	53,953
Deductions:			
Disbursements-Debt Service	-	-	-
Construction and related expenses	(8,485,847)	(1,869,057)	(10,354,904)
Ending Balance	<u>\$ 108,284,469</u>	<u>\$ 5,084,721</u>	<u>\$ 113,369,190</u>
 MARKET VALUE			
Beginning Balance	<u>\$ 114,715,894</u>	<u>\$ 4,037,220</u>	<u>\$ 118,753,114</u>
Ending Balance	<u>\$ 108,313,059</u>	<u>\$ 5,084,721</u>	<u>\$ 113,397,780</u>
 Weighted Average Maturity- Logic/Gov. Sec.	51	30	
Logic/Gov Sec. Weighted Average Yield	4.38%	3.90%	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
Quarter Ending September 30, 2025

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Interfund Transfers/ Contributions	Disbursements	Ending Cost	Market Value
Local Govt. Investment Pool:							
Contingency: #2731494001	11,176,249	-	128,232	825,000	-	12,129,481	12,132,683
Road Maintenance: #2731494002	1,154,753	-	12,791	-	-	1,167,544	1,167,852
Total Local Govt. Investment Pool	\$ 12,331,002	\$ -	\$ 141,023	\$ 825,000	\$ -	\$ 13,297,025	\$ 13,300,535
Government Securities (Federated Govt Obligations):							
General FD #154037-003 & #7731494007	\$ 2,847,486	\$ 3	\$ 31,539	\$ -	\$ -	\$ 2,879,028	2,879,788
Debt Service Fund 2020: #143255-001	1,604,244	17,608	-	992,727	-	2,614,579	2,614,579
Debt Service Account #154037-001	1,679,061	16,978	-	-	-	1,696,039	1,696,039
Debt Service Account #154038-000	1,011	10	-	-	-	1,021	1,021
Debt Service Account #154038-001	752,904	7,613	-	-	-	760,517	760,517
DSRF Account #154037-002 & #7731494006	13,994,918	3	155,026	-	-	14,149,947	14,153,683
DSRF Account #154038-002 & #7731494005	6,311,789	3	69,916	-	-	6,381,708	6,383,393
Project Account #154037-006 & #7731494009	1	-	-	-	(1)	(0)	(0)
Disbursement Account: #106912-006 & #7731494008	79,225,766	11,736	837,671	1,869,057	(10,354,904)	71,589,326	71,608,226
Total Government Securities	\$ 106,417,180	\$ 53,954	\$ 1,094,152	\$ 2,861,784	\$ (10,354,905)	\$ 100,072,165	\$ 100,097,245
Combined Totals	\$ 118,748,182	\$ 53,954	\$ 1,235,175	\$ 3,686,784	\$ (10,354,905)	\$ 113,369,190	\$ 113,397,780

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

Wilmington Trust Investments Detail Activity
Quarter Ending September 30, 2025

HIDALGO CO RMA 2020 DS FUND #143255-001

		Wilmington	Income LOGIC		Interfund		Ending
Debt Svc.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	1,604,244	4,444	-	-	330,909	-	1,939,597
August	1,939,597	5,953	-	-	330,909	-	2,276,459
September	2,276,459	7,211	-	-	330,909	-	2,614,579
		<u>17,608</u>	<u>-</u>	<u>-</u>	<u>992,727</u>	<u>-</u>	

CONTINGENCY ACCOUNT-LOGIC #2731494001

		Wilmington	Income LOGIC		Interfund		Ending
Contingency:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	11,176,249	-	42,219	-	300,000	-	11,518,468
August	11,518,468	-	43,422	-	300,000	-	11,861,890
September	11,861,890	-	42,591	-	225,000	-	12,129,481
		<u>-</u>	<u>128,232</u>	<u>-</u>	<u>825,000</u>	<u>-</u>	

ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002

		Wilmington	Income LOGIC		Interfund		Ending
Road Maint.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	1,154,753	-	4,324	-	-	-	1,159,077
August	1,159,077	-	4,326	-	-	-	1,163,403
September	1,163,403	-	4,141	-	-	-	1,167,544
		<u>-</u>	<u>12,791</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

		Wilmington	Income LOGIC		Interfund		Ending
Disbursement:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	79,225,766	8,657	293,270	344,621	-	(3,525,001)	76,347,313
August	76,347,313	356	283,328	1,196,960	-	(3,884,633)	73,943,324
September	73,943,324	2,723	261,073	327,476	-	(2,945,270)	71,589,326
		<u>11,736</u>	<u>837,671</u>	<u>1,869,057</u>	<u>-</u>	<u>(10,354,904)</u>	

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

		Wilmington	Income LOGIC		Interfund		Ending
DS Account:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
July	1,679,061	5,635	-	-	-	-	1,684,696
August	1,684,696	5,670	-	-	-	-	1,690,366
September	1,690,366	5,673	-	-	-	-	1,696,039
		<u>16,978</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

Wilmington Trust Investments Detail Activity
Quarter Ending September 30, 2025

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

DSRF Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	13,994,918	1	52,412	-	-	-	14,047,331
August	14,047,331	1	52,427	-	-	-	14,099,759
September	14,099,759	1	50,187	-	-	-	14,149,947
		<u>3</u>	<u>155,026</u>	<u>-</u>	<u>-</u>	<u>-</u>	

HCRMA JR LIEN 2022B DS ACCT #154038-001

DS Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	752,904	2,527	-	-	-	-	755,431
August	755,431	2,542	-	-	-	-	757,973
September	757,973	2,544	-	-	-	-	760,517
		<u>7,613</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

DSRF Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	6,311,789	1	23,637	-	-	-	6,335,427
August	6,335,427	1	23,645	-	-	-	6,359,073
September	6,359,073	1	22,634	-	-	-	6,381,708
		<u>3</u>	<u>69,916</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

Project Account:	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	1			-	(1)		-
August	-			-	-	-	-
September	-			-	-	-	-
		<u>-</u>	<u>-</u>	<u>-</u>	<u>(1)</u>	<u>-</u>	

HCRMA JR LIEN REV BDS 2022B #154038-000

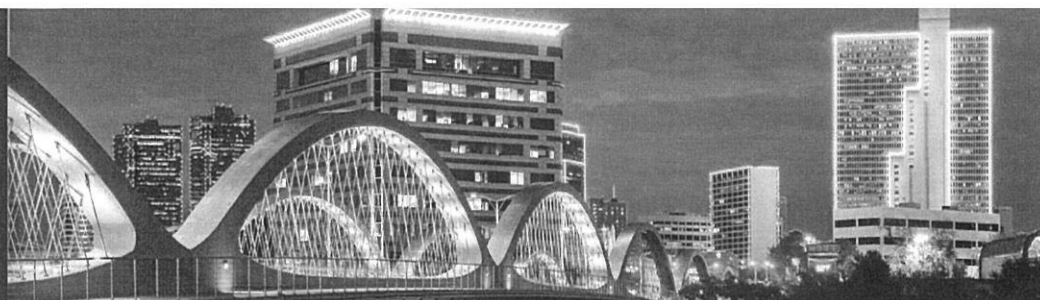
Rev Bds 2022B	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	1,011	4	-	-		-	1,015
August	1,015	3	-	-		-	1,018
September	1,018	3	-	-		-	1,021
		<u>10</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

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

General FD Account	Opening balance:	Wilmington Interest	Income LOGIC Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	2,847,486	1	10,663	-	-	-	2,858,150
August	2,858,150	1	10,666	-	-	-	2,868,817
September	2,868,817	1	10,210	-	-	-	2,879,028
		<u>3</u>	<u>31,539</u>	<u>-</u>	<u>-</u>	<u>-</u>	



LOGIC
MONTHLY
NEWSLETTER
SEPTEMBER
2025



PERFORMANCE

As of September 30, 2025

September Averages

Current Invested Balance	\$ 12,715,319,905.97	Average Invested Balance	\$ 12,652,654,291.95
Weighted Average Maturity (1)	52 Days	Average Monthly Yield, on a simple basis	4.3317%
Weighted Average Life (2)	72 Days	Average Weighted Maturity (1)	54 Days
Net Asset Value	1.000264	Average Weighted Life (2)	74 Days
Total Number of Participants	785	Definition of Weighted Average Maturity (1) & (2) (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.	
Management Fee on Invested Balance	0.0975%*		
Interest Distributed	\$ 46,058,049.08		
Management Fee Collected	\$ 1,013,971.05		
% of Portfolio Invested Beyond 1 Year	0.00%		
Standard & Poor's Current Rating	AAAm	The maximum management fee authorized for the LOGIC Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the LOGIC co-administrators at any time as provided for in the LOGIC Information Statement.	

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

NEW PARTICIPANTS

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

* City of Tool * City of Van * Comanche Economic Development Corporation * Weatherford College

HOLIDAY REMINDER

In observance of **Columbus Day**, **LOGIC will be closed on Monday, October 13, 2025**. All ACH transactions initiated on Friday, October 10th will settle on Tuesday, October 14th. Standard transaction deadlines will be observed on Friday, October 10th. Please plan accordingly for your liquidity needs.

In observance of the **Veterans Day holiday**, **LOGIC will be closed on Tuesday, November 11, 2025**. All ACH transactions initiated on Monday, November 10th will settle on Wednesday, November 12th. Please plan accordingly for your liquidation needs.

ECONOMIC COMMENTARY

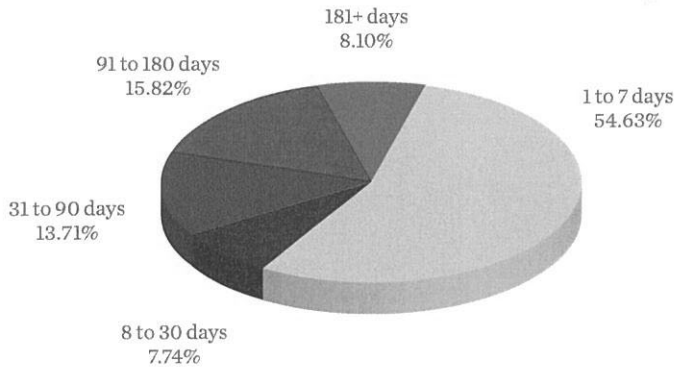
Market review

The third quarter was marked by many twists and turns, with some sources of uncertainty resolved while new ones emerged. The passage of The One Big Beautiful Bill Act (OBBBA) provided a clear outline of fiscal policy; and preliminary trade deals reduced some tariff uncertainty, although the ultimate impacts of tariffs remain unknown. Despite these developments, mounting risks to the labor market prompted the Federal Reserve (Fed) to resume its rate-cutting cycle after a nine-month pause. Since the previous Federal Open Market Committee (FOMC) meeting in July, two consecutive employment reports have come in softer than expected, painting a picture of a “low fire, low hire” economy with increased downside risks. The August Jobs Report revealed a sharp slowdown in hiring momentum, as nonfarm payrolls increased by just 22,000—well below the consensus of 75,000. Downward revisions to the prior two months further dampened the outlook, removing 21,000 jobs from those periods. In fact, employment now contracted by 13,000 in June, marking the first decline in payrolls since December 2020. The closely monitored unemployment rate rose to 4.3%. Meanwhile, wages rose 0.3% month-over-month (m/m) and 3.7% year-over-year (y/y). The following week, the Bureau of Labor Statistics (BLS) released preliminary benchmark revisions indicating that 911,000 fewer jobs were added between April 2023 and March 2024, suggesting labor markets were weaker than originally thought. This trend persisted into September, as the ADP employment report indicated a reduction of 32,000 private-sector jobs, compared to a downwardly revised decline of 3,000 in August. On the inflation front, while the statutory tariff rate settled in the high teens, its full impact on inflation data remains ambiguous. Inflation data for August showed a modest pickup, with headline CPI rising 0.4% m/m (2.9% y/y) and core CPI up 0.3% m/m (3.1% y/y). Food and energy both ran hot, with notable gains in groceries and gas prices.

(continued page 4)

INFORMATION AT A GLANCE

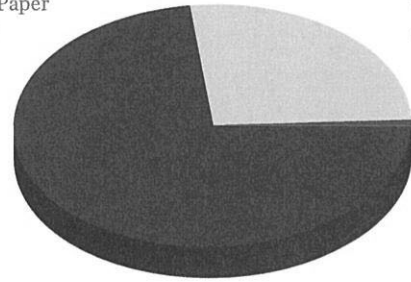
**PORTFOLIO BY
TYPE OF INVESTMENT
AS OF SEPTEMBER 30, 2025**



Commercial Paper
72.86%

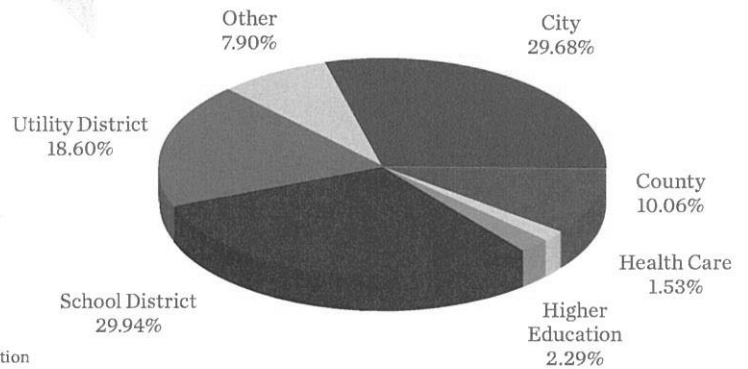
Repurchase
Agreements
26.45%

Treasuries
0.69%



**PORTFOLIO BY
MATURITY
AS OF SEPTEMBER 30, 2025 (1)**

**DISTRIBUTION OF
PARTICIPANTS BY TYPE
AS OF SEPTEMBER 30, 2025**



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

HISTORICAL PROGRAM INFORMATION

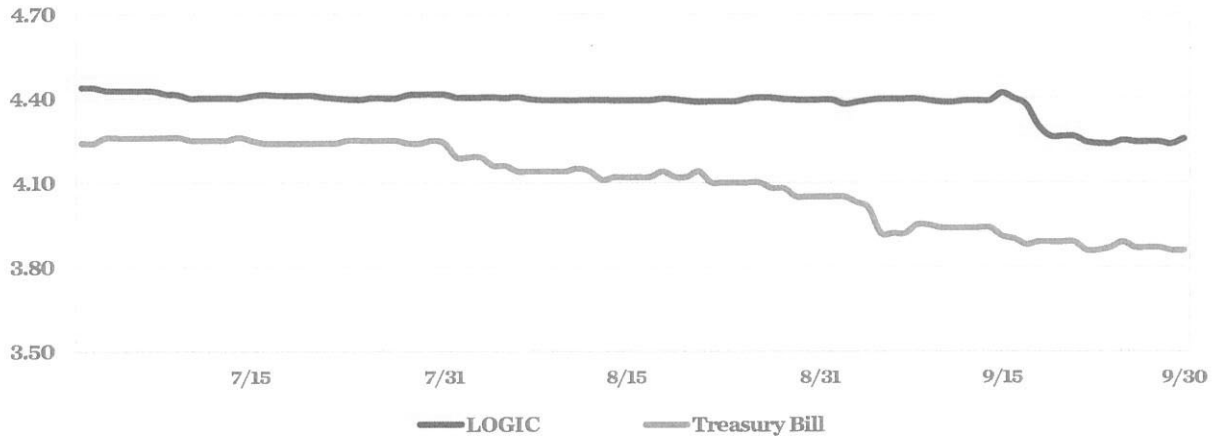
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 25	4.3317%	\$ 12,715,319,905.97	\$ 12,718,682,834.28	1.000264	54	74	785
Aug 25	4.3944%	12,884,300,634.63	12,883,849,760.71	0.999887	51	75	781
Jul 25	4.4097%	13,021,611,906.97	13,020,514,155.91	0.999915	49	79	773
Jun 25	4.4108%	12,756,639,800.48	12,757,199,623.70	1.000043	53	83	767
May 25	4.4223%	12,974,922,758.56	12,973,094,835.42	0.999776	45	78	764
Apr 25	4.4512%	13,410,580,718.46	13,410,466,807.55	0.999991	41	80	756
Mar 25	4.4641%	14,013,719,857.59	14,015,353,518.54	1.000116	42	79	752
Feb 25	4.5009%	14,398,594,451.35	14,400,518,616.04	0.999955	44	78	747
Jan 25	4.5390%	14,571,517,034.15	14,573,952,604.86	1.000009	43	75	742
Dec 24	4.6928%	12,796,277,715.97	12,799,423,560.48	1.000172	51	82	738
Nov 24	4.8298%	12,202,035,352.09	12,203,810,379.46	1.000055	48	70	734
Oct 24	4.9905%	12,200,676,004.43	12,204,818,722.43	1.000339	46	74	731

PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2025

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 16,217.07	\$ 16,217.07
Accrual of Interest Income	7,329,632.84	7,329,632.84
Interest and Management Fees Payable	(46,114,662.40)	(46,114,662.40)
Payable for Investment Purchased	(49,283,277.75)	(49,283,277.75)
Repurchase Agreement	3,385,899,000.00	3,385,899,000.00
Commercial Paper	9,329,551,218.42	9,332,915,095.48
Government Securities	87,921,777.79	87,920,829.04
TOTAL	\$ 12,715,319,905.97	\$ 12,718,682,834.28

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

LOGIC VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR SEPTEMBER 2025

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2025	4.3935%	0.000120370	\$12,884,300,634.63	0.999887	50	71
9/2/2025	4.3784%	0.000119955	\$12,748,479,537.49	1.000116	51	73
9/3/2025	4.3847%	0.000120130	\$12,672,286,995.00	1.000133	52	74
9/4/2025	4.3917%	0.000120321	\$12,659,479,365.52	1.000176	53	74
9/5/2025	4.3966%	0.000120456	\$12,544,732,011.81	1.000153	55	77
9/6/2025	4.3966%	0.000120456	\$12,544,732,011.81	1.000153	55	76
9/7/2025	4.3966%	0.000120456	\$12,544,732,011.81	1.000153	54	75
9/8/2025	4.3976%	0.000120481	\$12,562,498,127.76	1.000285	54	75
9/9/2025	4.3917%	0.000120321	\$12,575,124,707.38	1.000286	57	77
9/10/2025	4.3861%	0.000120166	\$12,597,935,027.57	1.000266	58	78
9/11/2025	4.3861%	0.000120167	\$12,638,658,218.46	1.000317	57	78
9/12/2025	4.3911%	0.000120305	\$12,609,358,180.50	1.000192	58	78
9/13/2025	4.3911%	0.000120305	\$12,609,358,180.50	1.000192	57	77
9/14/2025	4.3911%	0.000120305	\$12,609,358,180.50	1.000192	56	76
9/15/2025	4.4175%	0.000121027	\$12,541,731,020.23	1.000309	57	76
9/16/2025	4.3970%	0.000120467	\$12,539,166,875.06	1.000309	56	77
9/17/2025	4.3742%	0.000119840	\$12,647,824,690.28	1.000316	55	76
9/18/2025	4.3019%	0.000117861	\$12,582,912,582.36	1.000330	55	76
9/19/2025	4.2638%	0.000116816	\$12,532,112,192.82	1.000195	56	76
9/20/2025	4.2638%	0.000116816	\$12,532,112,192.82	1.000195	55	75
9/21/2025	4.2638%	0.000116816	\$12,532,112,192.82	1.000195	54	74
9/22/2025	4.2439%	0.000116271	\$12,567,295,568.72	1.000305	53	73
9/23/2025	4.2377%	0.000116101	\$12,620,316,886.57	1.000289	53	72
9/24/2025	4.2375%	0.000116097	\$12,692,851,648.31	1.000286	52	71
9/25/2025	4.2499%	0.000116436	\$12,834,415,425.86	1.000277	52	70
9/26/2025	4.2445%	0.000116289	\$12,857,023,720.88	1.000146	52	72
9/27/2025	4.2445%	0.000116289	\$12,857,023,720.88	1.000146	51	71
9/28/2025	4.2445%	0.000116289	\$12,857,023,720.88	1.000146	50	70
9/29/2025	4.2371%	0.000116085	\$12,869,353,223.21	1.000260	51	72
9/30/2025	4.2549%	0.000116573	\$12,715,319,905.97	1.000264	52	72
Average	4.3317%	0.000118676	\$12,652,654,291.95		54	74



ECONOMIC COMMENTARY (cont.)

Core goods prices rose 0.3% m/m, with some import-intensive categories seeing large price increases, but inflation elsewhere was more mixed. Core services also rose 0.3% m/m. Within the details, shelter inflation rose 0.4%, while travel-related categories accelerated, including a 5.9% jump in airfares. Elsewhere, headline and core PCE rose 0.3% m/m (2.7% y/y) and 0.2% m/m (2.9% y/y), respectively. While the ultimate impact of tariffs on inflation remains uncertain, recent labor market weakness strengthened the case for a Fed rate cut for a September Fed rate cut.

At its September meeting, the FOMC voted to reduce the federal funds target range by 0.25% to 4.00%-4.25%. Newly appointed Governor Stephen Miran dissented in favor of a larger half-point cut. The Committee's statement acknowledged that economic activity had moderated in the first half of the year, with job gains slowing and the unemployment rate edging higher. Downside risks to employment were noted, and while inflation was still described as elevated, the statement recognized that it had moved up. The median outlook for interest rates signaled two more cuts in 2025, one in 2026 and one in 2027, with rates projected at 3.25%-3.50% by the end of next year.

In the week after the FOMC meeting, the final GDP report for the second quarter showed the U.S. economy grew 3.8% annualized, although trade distortions masked slowing momentum. This improvement was mainly due to an acceleration in consumer spending, which rose by a solid 2.5%, and a decline in imports, bringing average GDP growth in the first half of 2025 to 1.6%.

Following the Fed rate cut, Treasury bill yields declined. During September, three-month, six-month, and one-year yields fell by 21, 13, and 22 basis points, respectively, to 3.94%, 3.84%, and 3.62%. In contrast, two-year Treasury yields remained relatively rangebound, slipping one basis point to 3.61%.

Outlook

Uncertainty continues to shape the U.S. economic landscape. Tariff policy is still being defined and implemented, the One Big Beautiful Bill Act (OBBBA) has yet to take full effect, and questions remain about Fed independence, its future leadership, and the longer-term interest rate path. Adding to these challenges, the U.S. government entered a shutdown on October 1, 2025, after Congress failed to pass a funding bill by the September 30 deadline, largely due to partisan disagreements over budget priorities, especially in healthcare.

The government shutdown poses a significant risk to the availability of crucial economic data that the Fed relies on for its rate decisions. With key releases—such as the BLS' employment report and Consumer Price Index (CPI)—at risk of delay, economists, traders, and policymakers will increasingly depend on private sector reports. If the shutdown continues, the absence of timely data could further complicate policy decisions and heighten market uncertainty until the data can be published retroactively.

At the September FOMC press conference, Chairman Powell stressed the importance of a balanced approach to rate cuts, highlighting risks to both employment and inflation. He described the September rate cut as a “risk management” decision, noting that softer labor markets allow the Fed to prioritize employment while remaining vigilant on inflation.

Although labor markets have cooled more than expected, a shrinking labor supply—partly due to immigration reform—should help prevent a significant rise in the unemployment rate, even as inflation remains elevated. Meanwhile, economic growth, though slower than in 2024, has proven more resilient than anticipated after recent upward revisions. Many forecasts now expect GDP to approach trend growth in the second half of the year.

Given these dynamics, we believe the Fed remains inclined toward further rate cuts, likely reducing rates once or twice more this year in 25 basis point increments, with additional cuts expected in 2026.

This information is an excerpt from an economic report dated September 2025 provided to LOGIC by JP Morgan Asset Management, Inc., the investment manager of the LOGIC pool.



LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	Fort Worth Transportation Authority	Governing Board Vice President
Jeanne Chipperfield	North Texas Municipal Water District	Governing Board Secretary
Kelley McGuire	North Texas Tollway Authority	Governing Board Member
Kelvin Bryant	City of McKinney	Advisory Board Member
Monte Mercer	Qualified Non-Participant	Advisory Board Member

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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM 3E
DATE SUBMITTED 10/20/2025
MEETING DATE 10/28/2025

1. Agenda Item: **RESOLUTION 2025-61 – CONSIDERATION AND APPROVAL OF A ONE-YEAR EXTENSION TO THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE DESIGN, ACQUISITION OF RIGHT OF WAY, AND CONSTRUCTION OF DRAINAGE OUTFALLS FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of a one-year extension to the ILCA with HCDD No. 1.
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: **Resolution 2025-61 – Consideration and approval of a one-year extension to the Interlocal Cooperative Agreement between the Hidalgo County Drainage District No. 1 and the Hidalgo County Regional Mobility Authority for the design, acquisition of Right of Way, and construction of drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: Approved Disapproved X None

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2025 – 61

**APPROVAL OF A ONE-YEAR EXTENSION TO THE
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR THE DESIGN, ACQUISITION OF RIGHT-OF-WAY,
AND CONSTRUCTION OF DRAINAGE OUTFALLS FOR
THE 365 TOLLWAY AND INTERNATIONAL BRIDGE
TRADE CORRIDOR PROJECTS**

THIS RESOLUTION is adopted this 28th day of October, 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (formerly Segment D); and

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, the Hidalgo County Drainage District Number 1 (HCDD1) recognizes the importance of mobility to the region’s economic vitality through the efficient movement of goods, services and people and HCDD1 has offered to help accelerate advance project development on the SH 365 and the IBTC Projects; and

WHEREAS, HCDD1 has the necessary capacity and expertise to further advance project development for the SH 365 and IBTC Projects, which include drainage studies, parcel surveys, drainage outfall design, plans, specifications and estimates and right of way acquisition for the project, as well as, bidding, construction and inspection of the proposed drainage infrastructure; and

WHEREAS, the Authority will participate pro rata share for the development and construction of drainage outfalls for the SH 365 and IBTC Projects; and

WHEREAS, on December 18, 2013, the Board approved Resolution 2013-71, approval of an interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the interlocal agreement with the Hidalgo County Drainage District Number 1 had a term of two years with three one year renewals; and

WHEREAS, on March 2, 2016, the Authority executed the 1st one year renewal with the Hidalgo County Drainage District Number 1; and

WHEREAS, on June 27, 2017, the Authority approved the 2nd one year renewal to the interlocal agreement with the Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, due to delays in financing for the 365 Tollway Project, the interlocal agreement between Hidalgo County Drainage District Number 1 and the Authority expired in 2018; and

WHEREAS, on November 17, 2020, the Board approved Resolution 2022-31 - Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Interlocal Cooperative Agreement was for a two- year term, with the option for three one-year extensions; and

WHEREAS, on October 25, 2022 the Authority approved a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects and expiring on November 17, 2023;

WHEREAS, on October 24, 2023 the Authority approved a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects;

WHEREAS, on October 22, 2024 the Authority approved a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the approved term of the Agreement is set to expire and the Authority desires to implement a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects;

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

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

Section 2. The Board hereby approves a one-year extension to the Interlocal Cooperative Agreement between the Hidalgo County Drainage District No. 1 and the Hidalgo County Regional Mobility Authority for the Design, Acquisition of Right-of-Way, and Construction of Drainage Outfalls for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of October, 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

ONE (1) YEAR EXTENSION TO THE
INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND
THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

EXHIBIT B

INTERLOCAL COOPERATIVE AGREEMENT
WITH
THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
DATED
November 17, 2020

ONE YEAR EXTENSION TO INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED NOVEMBER 17, 2020

INITIAL AGREEMENT PERIOD FOR TWO YEARS
WITH OPTION FOR THREE ONE-YEAR EXTENSIONS

ADDITIONAL ONE-YEAR TERMS

ONE-YEAR EXTENSION EFFECTIVE NOVEMBER 17, 2023

ONE-YEAR EXTENSION EFFECTIVE NOVEMBER 17, 2024

ONE-YEAR EXTENSION EFFECTIVE NOVEMBER 17, 2025

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Richard F. Cortez

By: _____
Robert L. Lozano, Chairman of Board

Date: _____

Date: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

2020 INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is made effective as of November 17, 2020, by and between HIDALGO COUNTY DRAINAGE DISTRICT NO 1 (the "Drainage District") and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the "RMA"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article 111, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering, pre-construction/construction services and right-of-way acquisition services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in **Exhibit B** attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in **Exhibit C** attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the Drainage District agrees to provide Right of Way Agent Services to the RMA as further described in **Exhibit E**;

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement in December 2013 for similar services, and said previous agreement expired in 2018 ("Expired Agreement");

WHEREAS, the parties desire to enter this Agreement to continue with the work commenced in the Expired Agreement;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

- A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.
- B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.
- D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.
- E. The RMA shall designate the RMA's representative (the "Representative") in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in

executing written authorization or consent to the Drainage District to issue a notice to proceed to its third-party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

- F. The RMA shall not use any federal funds for the projects and services described herein.

2. Drainage District Responsibilities.

- A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.
- B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, Right-of-Way Acquisition and/or Construction Services.
- C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services, Construction Services and/or Right-of-way Acquisition Services for the RMA, by procuring or performing directly any necessary services, in compliance with state and federal procurement laws.
- D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.
- E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.
- F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.
- G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. Joint Responsibilities:

A. Within ten (10) days of the execution of this Agreement, the parties shall agree to the anticipated dates the various outfall construction facilities should be completed by and such dates shall be attached as **Exhibit A** to this Agreement. The parties agree that the dates in **Exhibit A** are anticipated and the parties agree to work with one another to update any deadlines as required.

4. **Payment for Services.**

- A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way budget to the RMA broken into two parts: a) cost for the Drainage District's Right-of-Way Agent Services Fee as set forth in **Exhibit E**; and b) estimated cost of acquisition from landowner(s) which includes appraised value, appraisal, surveys, legal fees, closing costs, and other reasonable costs associated with acquisition. Upon approval of the estimated right-of-way budget, the RMA will be authorized to pay the Drainage District for right-of-way acquisition services up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount of no more in excess of fifteen percent (15%) of the appraised value to landowner(s). RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District.

Any offers made to any landowners in excess of fifteen percent (15%) of the appraisal value will require RMA approval.

- D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third-party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). If the deposit is less than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. **Term and Termination.**

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. **Miscellaneous.**

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and the RMA, and not otherwise.
- D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
- E. Notice, Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.
- H. **Assignment.** This Agreement shall not be assignable,
- I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- K. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt Code Ann. §271.903.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation, If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Indemnification.** To the extent permitted by law, the Drainage District shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and

expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss, To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error.

- P. **Appendix II To CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this contract should it be subject to Federal award. omission, or negligent act, Including any violation of any statute.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

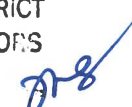
By: 
Richard F. Cortez,
Chair of Board of Directors

3/8/21
Date of Execution

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

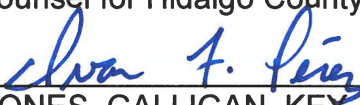
By: 
S. David Deanda, Jr.,
Chair of Board of Directors

3/5/21
Date of Execution

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 10/27/20 

APPROVED AS TO FORM:

Legal Counsel for Hidalgo County Drainage District No. 1

BY: 
JONES, GALLIGAN, KEY & LOZANO L.L.P.

3-4-2021
Date

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub- providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C

CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of the Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of determining the most advantageous procurement method, the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed, The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577
prodriquez@hcrma.net
956-402-4762

EXHIBIT E

The Drainage District shall provide Right of Way Agent Services to the RMA that will be in accordance with the procedures required by law. Right of Way Agent Services fee will be billed by the Drainage District to the RMA at a fixed rate of Four Thousand Five Hundred Dollars (\$4,500.00) per parcel. The Right of Way Agent Services Fee does not include the actual costs of acquisition which shall be paid for by the RMA as set forth in Paragraph 4 (C) of this Agreement.

The parcels that are included in this Agreement are the following, and any others agreed to by the parties:

Parcel	Ownership
1A	Cascade Real Estate
1B	Cascade Real Estate
2A	Canceled
2B	Canceled
2C	Hidalgo County Irrigation District No. 19
2D	Cascade Real Estate
3	Cascade Real Estate
4	Newhaus & Sons, LLC
5A	Federico Vasquez
5B	AG Enterprises, Inc
5C	Hidalgo County Irrigation District No. 2
5D	QOT, Inc.
6	Triple Net Powersports, LP
7A	Bertha Cantu Canales
7B	Kelfam, LTD
7C	Kelfam, LTD
7D	Bertha Cantu Canales
7E	Keller Real Estates Investment, Inc.
8A	KVS Family Limited Partnership
8B	Hidalgo County Irrigation District No. 2
8C	Marcus Forthuber, Et Al

Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 3F
10/20/2025
10/28/2025

1. Agenda Item: **RESOLUTION 2025-62 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ACS SOUTHWEST LLP TO INCREASE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of CA No. 1 for WA 2 to the PSA with ECS Southwest, LLP
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: **Consideration and approval of Contract Amendment Number 1 to the professional service agreement with ECS Southwest, LLP to increase maximum payable about for Work Authorization Number 2, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: X Approved Disapproved None
12. Executive Director's Recommendation: Approved Disapproved X None



- ☐ CMT Services **Alliance Geotechnical Group, Inc.**
- ☐ Environmental
- ☐ Engineering
- ☐ Geo-Technical
- ☐ Surveying

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2025-62

Original Contract Amount \$ 783,059

Amendment # 1

Amount \$ 274,644.00

Approved Amendments:

Resolution No.	Description	Amount
2025-42	WA No. 1	\$ 783,059.40

Subtotal from Cont. Page \$ 0.00

Contract Amount **\$ 783,059.40**

Proposed Amendment

2025-62	WA No. 2	\$ 274,644.00
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Goal and Options:

Consideration and approval of Contract Amendment Number 1 to the Professional Service Agreement with ECS Southwest LLP to increase maximum payable amount for Work Authorization Number 2

**Staff is recommending approval of this request in the amount of \$ 274,644.00
for a Revised Maximum Payable Amount of \$ 1,057,703.40**

R. Navarro, Const Eng

Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-62

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ECS SOUTHWEST LLP TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2

THIS RESOLUTION is adopted on this 23rd day of September 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024, the Authority received responses to the Solicitation; and

WHEREAS, on July 9, 2024, the Board approved Resolution 2024-34, authorizing the Executive Director to enter negotiations for professional services and request testing rates and fees with each of the qualifying firms (Atser, Alliance Geotechnical Group Inc, and ECS Southwest, LLP.) to provide construction material testing lab and forensic services on the 365 Tollway Project; and distribute work in accordance to acceptable terms and conditions of assignments, and enter into contract with each firm; and

WHEREAS, on June 24, 2025, Board approved Resolution 2025-42 awarding work authorization number 1 to the professional services agreement with ECS Southwest, LLP to provide MSE walls testing as part of the 365 Tollway project for \$783,059.40; and,

WHEREAS, on September 23, 2025 the authority approved Resolution 2025-59 for approval of work authorization number 2 to the professional services agreement with ECS Southwest, LLP to provide forensic testing of irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Reinforced Concrete Low-Head Pressure Pipe as part of the 365 tollway project in the amount not to exceed \$274,644.00; and

WHEREAS, the authority finds it necessary to consider Resolution 2025-62 for approval of Contract Amendment Number 1 to the professional services agreement with ECS Southwest, LLP for Work Authorization Number 2 to provide forensic testing of irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Reinforced Concrete Low-Head Pressure Pipe as part of the 365 tollway project in the amount of \$274,644.00 increasing the maximum payable amount from \$783,059.40 to \$1,057,703.40;

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 Resolution 2025-62, Contract Amendment 1 to the Professional Service Agreement with ECS Southwest, LLP increasing maximum payable amount to \$1,057,703.40 for Work Authorization Number 2, hereto attached as Exhibit A; and
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 1 to the Professional Service Agreement with ECS Southwest LLP.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 28th day of October 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

Contract Amendment Number 1
to the Professional Service Agreement
with ECS Southwest, LLP
for the 365 Tollway Project

CONTRACT AMENDMENT NO. 1
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Construction Materials Testing Lab and Forensic Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ECS Southwest, LLP (the Engineer).

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

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$783,059.40 to \$1,057,703.40 for a total increase of \$274,644 for for scope and effort outlined in Work Authorization Number 2.

This Contract Amendment No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR

(Signature)

Principal
(Title)

(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez, P.E.

Executive Director
(Title)

(Date)

Item 4A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 4A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2025-63 – CONSIDERATION AND AUTHORIZATION FOR STAFF TO NEGOTIATE A PROFESSIONAL SERVICE AGREEMENT WITH THE TOP RANKED FIRM TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES FOR SECTIONS A WEST, C, E, AND F OF THE HIDALGO COUNTY LOOP SYSTEM.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Authorization to negotiate a PSA with highest ranked firm for Eng. And Env. Services for the Hidalgo County Loop.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: X Yes No N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-63 – Consideration and Authorization for staff to negotiate a professional services agreement with the top ranked firm as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: X Approved Disapproved None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Chairman and Directors of the Board

From: Pilar Rodriguez, Executive Director

Date: 10/28/2025

Subject: Consideration and Authorization for staff to negotiate a professional services agreement with the top-ranked firm to provide environmental and engineering services for sections A west, C, E and F of the Hidalgo County loop system.

Background:

As directed by the HCRMA's procurement policy requiring the authority to issue a Request for Qualifications (RFQ) for professional services. Staff advertised an RFQ for environmental and engineering services for sections A west, C, E and F of the Hidalgo County loop system for a minimum of 21 days and received six (6) statements of qualifications (SOQ's) by the 07/03/25 limit date.

A selection committee comprised of three (3) staff members reviewed the SOQ's individually and provided their scoring in accordance with the rating criteria set forth in the RFQ and shown here as Exhibit A.

The selection committee ranked the six respondents in the following order:

1. Consor Engineers, LLC
2. Cobb Fendley & Associates, Inc.
3. Entech Civil Engineers, Inc.
4. RRP Consulting Engineers, LLC
5. TEDSI Infrastructure Group, Inc.
6. Texas Infrastructure Development Group, LLC.

Additional ranking details have been included in this memo as Exhibit B.

Goal:

The goal of negotiating this agreement is to continue the development of the projects as identified in the HCRMA's strategic plan.

Options:

The RFQ allows the board the option to request a formal presentation and interview with the top-ranked firms if desired.

Recommendation:

Staff recommends approval of Resolution 2025-63 authorization to negotiate a professional services agreement with the top-ranked firm to provide environmental and engineering services for sections A west, C, E and F of the Hidalgo County loop system.

Exhibit A

1. Consultant's technical approach and methodology to complete the environmental process/clearance (including Consultant's ability to adjust to changing environmental policy and requirements during the term of the contract) and Schematic design for the proposed roadways. (0-20 Points)
2. Consultant's Project Manager capability and relevant experience required to perform the management of the environmental technical analyses, Schematic Design procedures and required documentation to deliver the project. (0-20 Points)
3. Consultant's key personnel's professional background, experience and availability for the proposed projects. Including certifications with TCEQ, NEPA, TxDOT, FHWA, etc. (0-20 Points)
4. Consultant's staff current workload capacity and ability to adjust to meet deadlines. (0-10 Points)
5. Minimum of three Consultant's reference projects of comparable scope and complexity that can confirm the Consultant's ability to perform the required work to deliver the project successfully. (0-20 Points)
6. TxDOT Pre-certification proof. (0-10 Points)

Exhibit B

Respondent Firm	Evaluator 1	Evaluator 2	Evaluator 3	Cumulative Score	
Conzor Engineers, LLC	87	83	86	256	1
Cobb Fendley & Associates, Inc.	85	82	81	248	2
Entech Civil Engineers, Inc.	80	70	81	231	3
RRP Consulting Engineers, LLC	75	70	71	216	4
TEDSI Infrastructure Group, Inc.	73	70	71	214	5
Texas Infrastructure Development Group, LLC	63	59	55	177	6

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-63

CONSIDERATION AND AUTHORIZATION FOR STAFF TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH THE TOP RANKED FIRM TO PROVIDE ENVIRONMENTAL AND ENGINEERING SERVICES FOR SECTIONS A WEST, C, E, AND F OF THE HIDALGO COUNTY LOOP SYSTEM.

THIS RESOLUTION is adopted on this 28th day of October 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a Request for Statements of Qualifications (RFQ) for Environmental and Engineering Services for Sections A West, C, E, and F of the Hidalgo County Loop System (the "RFQ"); and

WHEREAS, on July 3, 2025, the Authority received six (6) responses to the RFQ; and

WHEREAS, A selection committee established by the executive director ranked the statements of qualifications (SOQ) of the respondent firms; and

WHEREAS, the authority finds it necessary to approve Resolution 2025-63 Consideration and authorization to negotiate a professional services agreement with the top ranked firm to provide environmental and engineering services for Sections A west, C, E and F;

* * * *

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 staff to negotiate a professional services agreement with the top ranked firm to provide environmental and engineering services for section A west, C, E and F. |
| Section 3. | The Board authorizes the Executive Director to negotiate an agreement with the top ranked firm as provided by the selection committee. |

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 28th day of October 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Item 4B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 4B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/18/2025 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/2025 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2025-64 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SWG ENGINEERING TO INCREASE MAXIMUM PAYABLE AMOUNT AND TIME EXTENSION TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 IMPROVEMENTS AS PART OF THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Resolution 2025-64 for Contract Amendment No. 3.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2025-64 – Consideration and approval of Contract Amendment Number 3 to the professional service agreement with SWG Engineering to increase the maximum payable amount and time extension to provide Construction Inspection Services for the Hidalgo County Irrigation District Number 2 Improvements as part of the 365 Tollway Project, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: X Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 2025 – 64

**CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT 3 TO
THE PROFESSIONAL SERVICE AGREEMENT WITH SWG, INC. TO
PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE
HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2
IMPROVEMENTS AS PART OF THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 28th day of October 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Board has been constituted in accordance with the Act to address mobility issues in and around the County;

WHEREAS, the Authority requires specialty inspection services to conduct its business with irrigation entities within construction limits of the 365 Tollway Project and provide advice to the Board and staff;

WHEREAS, on April 25, 2024, the Authority received a proposal for such services from SWG Engineering, LLC (the "Engineer"); provide a scope of services to the Authority that includes, but is not limited to, Professional Engineering Services; and,

WHEREAS, on May 28, 2024, the Authority approved Resolution 2024-26 – Consideration and approval of a Professional Services Agreement with SWG, Inc. to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project in the amount of \$50,000.00; and

WHEREAS, the Authority staff has negotiated a contract amendment to Professional Service Agreement with SWG Engineering, LLC in the amount of \$45,000.00 for the review of construction irrigation field crossings, conduct construction reviews; monitor the workmanship and materials incorporated into work; witness verification and sampling and testing when required; and mitigate plans and specifications with irrigation entities, hereto attached as Exhibit A; and,

WHEREAS, on January 24, 2025 the Authority approved Resolution 2025-04 – Consideration and approval of Contract Amendment Number 1 to the Professional Service Agreement with SWG, Inc. for an increase of \$45,000.00 to the original contract amount of \$50,000.00, revising the maximum amount payable to \$95,000.00 to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project; and

WHEREAS, on April 22, 2025 the authority approved Resolution 2025-29 – Consideration and approval of Contract Amendment Number 2 to the Professional Service Agreement with SWG, Inc. for an increase of \$45,000.00 to the contract amount of \$95,000.00, revising the maximum amount payable to \$140,000.00 and to provide a time extension to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project; and

WHEREAS, the authority finds it necessary to approve Resolution 2025-64 – Consideration and approval of Contract Amendment Number 3 to the Professional Service Agreement with SWG, Inc. for an increase of \$45,000.00 to the contract amount of \$140,000.00, revising the maximum amount payable to \$185,000.00 and to provide a time extension to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project.

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

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

Section 2. The Board restates the procurement for this professional services agreement is waived.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 3 to the Professional Service Agreement after review and final approval by HCRMA Legal staff..

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of October 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 3 TO THE ASSIGNMENT AND ASSUMPTION OF
PROFESSIONAL SERVICES AGREEMENT BY AND AMONG THE HIDLAGO COUNTY
REGIONAL MOBILITY AUTHORITY, AND
SWG ENGINEERING, LLC

ATTACHMENT D-2

CONTRACT AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of “Professional Services Agreement for Professional Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SWG Engineering, LLC. (the Engineer).

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

Part I: Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. for Contract Amendment Number 3 scope contained herein.

Part II: The maximum amount payable under PSA is increased by \$45,000.00 as shown in Exhibit.

Part IV: Contract Amendment No. 3 shall now terminate on June 30, 2026 and a revised Work Schedule will be supplied to document the revised date of work activity.

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

THE ENGINEER

(Signature)
Randy Winston, P.E.
(Printed Name)

President
(Title)

(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)

Executive Director
(Title)

(Date)

LIST OF EXHIBITS

Exhibit B	Services to be provided by the Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Parcel Exhibits amended as noted in Exhibit H- 2

*Contract Amendment No. 3 to Professional Service Agreement with HCRMA Professional Services
for SWG. for the 365 Tollway (Formerly SH 365) SEGS. 1 & 2 LIMITS
FROM 0.8 MI. W. FM 396 / ANZ. HWY. TO US 281*

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: June 13, 2024

Owner: Hidalgo County Regional Mobility Authority (HCRMA)

Engineer: Sigler, Winston, Greenwood & Assoc.

Project: Provide Construction Field Crossings, Conduct Construction Reviews; Monitor Workmanship and Materials Incorporated into Work; Witness Verification Sampling and Testing When Required; and Mitigate Plans and Specifications with Irrigation Entities within Construction Limits of a 12.4 Mile Tolloed Facility From FM 396 & GSA Connector to US 281 (Military Highway)

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- X** Modifications of payment to Engineer
- X** Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

RPR Services	(4) hours a day, five (5) days a week Not to exceed June 30, 2026
Total	\$45,000.00

Agreement Summary:

Original agreement amount:	\$ 50,000.00
Net change for prior amendments:	\$ 90,000.00
This amendment amount:	\$ 45,000.00
Adjusted Agreement amount:	\$185,000.00

Change in time for services (days or date, as applicable): Not to Exceed June 30, 2026

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY (HCRMA)


By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

SIGLER, WINSTON, GREENWOOD & ASSOC.

By: 
Print
name: Randy Winston, P.E.

Title: President

Date Signed: October 14, 2025

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Item 5A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 5A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/21/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2025-56 – CONSIDERATION AND APPROVAL OF AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Resolution 2025-56- Amendments to policies and procedures governing procurement of goods and services.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2025- 56 – Consideration and Approval of amendments to policies and procedures governing procurement of goods and services by the Hidalgo County Regional Mobility Authority, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2025-56

**APPROVAL OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS
OF GOODS AND SERVICES AS REVISED**

THIS RESOLUTION is adopted this 28th day of October, 2025, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system;

WHEREAS, on November 17, 2006, the Authority adopted its Policies and Procedures Governing the Procurement of Goods and Services (the “Policy”); the Policy was amended and restated on June 23, 2015 and further revised on June 25, 2019; January 23, 2024; April 22, 2025; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further revise the Policy to capture the new threshold of \$100,000 for non-procurement in conformance with the Texas Local Government Code, to update definitions pursuant to TxDOT/FHWA latest manuals, and to revise the bid protest language to conform to TxDOT’s latest language.

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 amendments to the Policies and Procedures Governing Procurement of Goods and Services for the Hidalgo County Regional Mobility Authority (hereto attached as Exhibit A in substantially final form).

Section 3. The Board authorizes the Executive Director to implement the amendments to the Policies and Procedures Governing Procurement of Goods and Services.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 28th day of October, 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES**

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

(Revised April 22, 2025)

(Revised September 23, 2025)

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**AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF
GOODS AND SERVICES BY THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

SECTION 1. STATEMENT OF GENERAL POLICY.

1.1. Documented Procedures. This policy reflects the documented procedures for procurement transactions, including those required for transactions under a federal award or subaward. This policy is intended to be consistent with federal, state, and local laws. To the extent this policy is consistent with the US Constitution, applicable federal, state, and local statutes and regulations, this policy shall govern the procurement of goods and services by the Hidalgo County Regional Mobility Authority (the “Authority”).

1.2. Policy. It is the policy of the Authority that all Authority procurements shall be based solely on economic and business merit and conducted in a manner that provides full and open competition in order to best promote the interests of the citizens of the Hidalgo County.

1.3. Required Conduct. An entity that does business with the Authority is required to (i) adhere to all civil and criminal laws related to business; maintain good standing with the State of Texas and Hidalgo County; and (ii) notify the Authority in writing within five (5) days after the date the entity knows or should have known of the existence of (a) a conviction of, plea of guilty or no lo contendere to, a civil judgment for, or a public admission to a crime or offense related to the business by the entity; (b) debarment by the entity by the State of Texas, federal government, Hidalgo County or any municipality within Hidalgo County; or (c) any behavior of the entity that seriously and directly affects the entity’s responsibility to the Authority that is also a violation of the law or Authority’s rules or policies. Any violation of Required Conduct is grounds for score reduction or contract termination.

1.4. Unnecessary or Duplicative Items. The HCRMA is committed to avoiding the acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain more economical purchases. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach.

1.5. Violations. The Authority shall report violations of law to the federal, state, or local authority with proper jurisdiction.

1.6. Solicitations. All solicitations issued by the Authority shall incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated. Solicitations shall identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bid or proposals.

1.7. Noncompetitive procurements. The Authority may use noncompetitive procurement in certain situations as provided under applicable state and federal law.

1.8. Domestic Preference. To the greatest extent practicable and consistent with the law, the Authority shall provide a preference for the purchase, acquisition, or use of goods, produces, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement shall be included in all purchase orders and contracts subject to federal funding. For purposes of this section, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1.9. Independent Estimates. Prior to receiving bids or proposals, the Authority shall make an independent estimate or cost/price analysis for the solicited item, service, or contract.

1.10. Required Certifications. From time to time the Texas Legislature, by statute, and the Governor, executive order, identify required certifications for parties contracting with a governmental entity in Texas. The Authority requires these certifications to be provided as part of any executed contract. (See Schedule 1.10 attached hereto.)

SECTION 2. CONFLICT OF INTEREST.

2.1. Standard of Conduct. This policy provides a written standard of conduct covering conflicts of interests and governing the actions of HCRMA employees and representatives engaged in the award and administration of contracts.

2.2. Conflict in Selection or Award. No employee, officer, or agent of the contracting agency shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in or a tangible personal benefit from an entity or the consultant considered or selected for award by: (a) the employee, officer, agent, or board member; (b) any member of his or her immediate family; (c) his or her partner; or (d) an organization that employs or is about to employ any of the above.

2.3. Independence and Influence. In addition to any other requirements of restrictions imposed by state law, a member of the Board of Directors or an employee or agent of the Authority shall not (a) contract with the Authority or, without disclosure and recusal, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority; (b) directly or indirectly accept or solicit any gratuities, gifts, favors, service, or anything of monetary value that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or (c) accept other compensation that could reasonably be expected

to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.4. Familial Relationships. A bidder shall not be eligible to contract with the Authority if a Board member, employee, or agent is related to the bidder within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A bidder shall be required to complete a conflict of interest disclosure statement disclosing any business or familial relationships, including non-married partners and soon to be employers, with Board members, employees or agents of the Authority which may disqualify the bidder from consideration.

2.5. Benefits. An entity, including an individual representing or affiliated with such entity, or individual doing business with the Authority shall not provide a benefit to any Board Member or employee of the Authority. For the purposes of this Section 2.3, "benefit" shall have the meaning ascribed to it in Title 43 Texas Administrative Code, Rule 10.5: "a benefit ... is anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed. Examples are cash, loans meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services." The following are not benefits: (i) a token item, other than cash, a check, stock, bond or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25; (ii) an honorarium in the form of a meal served at an official event, such as conference, workshop, seminar or symposium; or (iii) reimbursement for food, travel, or lodging to an official event described in (ii) above in an amount allowable under the Authority's travel and entertainment policies, or as otherwise approved by the Executive Director.

2.6. Disclosure. It is the Authority's policy not to enter into a contract where a conflict of interest exists. The Authority shall take reasonable steps to identify and mitigate conflicts of interest for employees, board members, and consultants and will promptly disclose any potential conflict of interest in writing to TxDOT. Additionally,

(a) bidders for Authority contracts and affected Board Members are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, attached hereto as *Schedule 2.4 (a)*;

(b) an entity that does business with the Authority is required to disclose, in writing, the existence of a conflict of interest involving an agreement between the entity and the Authority and adequately remedy the conflict either before the effective date of the agreement or, if the conflict arises after the effective date of the agreement, promptly after the date the entity knows or should have known of the conflict. Contractors and consultants of the Authority shall complete a certificate attesting to the following: (i) no ownership in real property that is known or anticipated to be necessary for the development of an Authority project; (ii) no personal investments that could be reasonably expected to create a conflict of interest with the Authority; (iii) after reasonably inquiry, no knowledge of any subcontractor having any investment in real property that is known or anticipated to be necessary for an Authority project or personal investment that could reasonably be expected to create a conflict of interest with the Authority; and (iv) no offer of any gift, favor, or service to a member or representative of the Authority Board of Directors that might reasonably influence any official duty or that is being offered with the intent to influence official conduct. If a contractor or consultant to the Authority cannot make such attestations, then a formal disclosure must be

made. See *Schedule 2.4 (b)*;

(c) an entity that enters into a contract with the Authority must submit a disclosure of interest parties (Form 1295) to the Authority at the time the entity submits the signed contract to Authority as required by State; and

(d) an entity that enters into a contract with the Authority must provide any other disclosures required by state or federal law at the time of the contract.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

3.1 DBEs. Disadvantaged Business Enterprises (“DBEs”) are encouraged to participate in the Authority’s procurement process. **The purpose of the DBE program is to ensure nondiscrimination in the award and administration of federally funded projects. A DBE is defined as a small business that is at least 51% owned by socially or economically disadvantaged persons. The Authority has entered into an agreement with TxDOT adopting TxDOT’s DBE policy. See *Schedule 3*.**

3.2 Hiring Preferences. The Authority may require contractors to use hiring preferences or goals for (i) people residing in high-poverty areas, (ii) disadvantaged communities (as defined by the Justice40 Initiative, OMB Memorandum M-21-28), (iii) high unemployment census tracts within Hidalgo County, or (iv) individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act, 29 USC 3102(24)). Hiring preferences or goals should be consistent with the policies and procedures of the Authority and, if applicable, TxDOT, and where federal funding is applicable, must not prohibit interstate hiring.

SECTION 4. SUSPENSION AND DEBARMENT.

The Authority will verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

- (a) System for Award Management (SAM) – U.S. government official website; and
- (b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

The Authority shall retain state and federal lists of vendors suspended and debarred from doing business with the US government and State of Texas, respectively, in accordance with the Authority’s retention policies.

SECTION 5. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

Agent: A person, that is not an employee, or a consulting firm that is authorized by the Authority to act on behalf of the Authority, including consultants in management support roles.

ATC: Alternative technical concept.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Hidalgo County Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than professional services or certain consulting services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Unless otherwise authorized by the Board, Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for which unit prices are requested; (iv) the time within which the work is to be completed; any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board or Board of Directors: The Board of Directors of the Authority.

Brooks Act: 40 U.S.C. 1101-1104, providing for a qualifications-based selection procedure.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement: An agreement with a private entity that at a minimum provides for the design and construction of a Transportation Project and may also provide for financing, acquisition, maintenance, or operation of a Transportation Project. Comprehensive Development Agreements are authorized under Sections 370.305-312, Texas Transportation Code, as may be amended from time to time.

Conflict of Interest: A situation in which an individual has competing interests or loyalties; a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. *Refer to the Authority's bylaws and Internal Ethics & Compliance Manual for the Authority's policy on conflict of interest.*

Construction: The supervising, inspecting, actual building, and incurrence of all costs incidental to

the construction or reconstruction of all costs incidental to the construction or reconstruction of Transportation Project, including the bond costs and other costs related to the issuance with the bonds or other debt financing instruments and costs incurred in performing state and federal project related audits.

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Except in connection with comprehensive development agreements consulting services may not be procured under a construction or building contract. Consulting services are not professional services or general goods and services as defined in this policy.

Counties of the Authority: Hidalgo County, as well as any counties which may subsequently join the Authority.

DBE: Disadvantaged Business Entity as described in Section 3.

Design Build Agreement: An agreement with a private entity that provides for both the design and construction services for a Transportation Project and may also provide for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a Transportation Project, but does not include a leasehold interest in the Transportation Project or the right to operate or retain revenue from the operation of the Transportation Project. Design Build Agreements are authorized under Subchapter K of Chapter 360, Texas Transportation Code, as may be amended from time to time.

Design Build Contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and construction contractor qualified to engage in the design and construction of Transportation Projects in the State and that is selected by the Authority in accordance with these Policies and Procedures.

Emergency: Any situation or condition affecting a Transportation Project resulting from a natural or man-made cause, which poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and commerce or which has caused unforeseen damage to machinery, equipment or other property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item

procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

Highway: A road, highway, farm-to-market road, or street under the supervision of a state or political subdivision of the State.

Intermodal hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains, and airplanes.

Liquidated Damages: The daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the Authority because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified. The term may also mean the total of all daily amounts deducted under the terms of a particular contract.

Lowest bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in Section 6 of this policy.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Official newspaper of the Authority: A general circulation newspaper published in the counties of the Authority. If there are multiple newspapers which are published in the counties of the Authority, the Board of Directors shall designate which one is the official newspaper of the Authority.

Open Meetings Act: Chapter 551 of the Texas Government Code, as amended from time to time.

Professional Services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, or, if federally funded, the Brooks Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, interior decorator, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse). Except in connection with a comprehensive development agreement, professional services may not be procured under a construction or building contract.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public Information Act: Chapter 552 of the Texas Government Code, as amended from time to time.

Public Utility Facility: A:

- (a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit, and wireless communications facilities.

RFDP: Request for detailed proposals.

RFI: Request for information.

RFP: Request for proposal.

RFQ: Request for qualifications.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Specialty Items: Work items identified in the contract which are not normally associated with highway construction and require highly specialized knowledge, abilities or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract; in general, these items are to be limited to minor components of the overall contract.

Surplus property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A Transportation Project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Time and Materials Contracts: A contract whose cost is the sum of the actual cost of materials, and the direct labor hours charged at fixed hourly rates, general and administrative expenses, and profit; provided such contract has a ceiling price that the contract exceeds at its own risk.

Transportation Project: Includes a(n):

- (a) turnpike project;
- (b) system;
- (c) passenger or freight rail facility; including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with

a rail operation;

(d) bridge;

(e) ferry;

(f) airport, other than an airport that on September 1, 2005, was served by one (1) or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;

(g) pedestrian or bicycle facility;

(h) intermodal hub;

(i) automated conveyor belt for the movement of freight;

(j) border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than fifty (50) miles from an international border;

(k) air quality improvement initiative;

(l) public utility facility;

(m) a transit system;

(n) a parking area, structure, or facility, or a collection device for parking fees;

(o) improvements in a transportation reinvestment zone designated under Texas Transportation Code, Subchapter E, Chapter 222; and

(p) port security, transportation, or facility projects eligible for funding under Texas Transportation Code, Section 55.002.

Turnpike Project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension, or expansion to the highway, including:

(a) an improvement to relieve traffic congestion or promote safety;

(b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;

(c) an administration, storage, or other building the Board considers necessary to operate the project;

(d) property rights, easements and interests the Board acquires to construct or operate the project;

(e) a parking area or structure, rest stop, park, and any other improvement or amenity

the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and

(f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

6.1 Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's Transportation Projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in accordance with this Section 6. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy, or in the alternative, subject to the procedures set forth in the Local Government Project Procedures Manual promulgated by TxDOT; provided, however, that such procedures are adopted by the Authority's Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

6.2 Qualification of Bidders.

6.2.1 A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this Subsection 6.2.1 with respect to bidders on building contracts.

6.2.2 To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

6.3 Qualifying with the Authority.

6.3.1 If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:

6.3.1.1 a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, references as well as financial condition;

6.3.1.2 the bidder's current audited financial statement in form and substance acceptable to the Authority; and

6.3.1.3 a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.

6.3.2 An audited financial statement requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. Based on the examination, the auditor expresses an opinion concerning the fairness of the financial statements and conformity with generally accepted accounting principles.

6.3.3 Upon the recommendation of the Executive Director and with the concurrence of the Board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one-million dollars (\$1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars (\$100,000.00).

6.3.4 The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

6.4 Notice of Contract Letting.

6.4.1 Each notice of contract letting must provide:

6.4.1.1 the date, time, and place where contracts will be let and bids opened;

6.4.1.2 the address and telephone number from which prospective bidders may request bid documents; and

6.4.1.3 a general description of the type of construction, services or goods being sought by the Authority.

6.4.2 The Authority shall post notices of contract lettings on its website for at least two (2) weeks before the date for letting of a contract.

6.4.3 Notice of contract letting shall also be published in the officially designated newspaper of the Authority at least once, and no less than two (2) weeks before the date set for letting of the contract.

6.4.4 The Authority may also publish notice of contract lettings in the *Texas Register*,

trade publications, or such other places that the Authority determines will enhance competition for the work.

6.4.5 The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.

6.4.6 As a courtesy the Authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice required under subparagraphs (b) and (c) above shall constitute the only official notice.

6.5 Bid Documents. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this Section 6. The Authority shall maintain records sufficient to detail the history of each procurement, including the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

6.6 Issuance of Bid Documents. Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or building contract may be made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

6.6.1 to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;

6.6.2 to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and

6.6.3 to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

6.7 Withholding Bid Documents. The Authority will not issue bid documents for a construction contract if:

6.7.1 the bidder is suspended or debarred from contracting with TxDOT or the Authority;

6.7.2 the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;

6.7.3 the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;

6.7.4 the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or

6.7.5 the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

6.8 Completion and Submission of Bid Documents.

6.8.1 At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement and/or the bid documents. Alternatively, bidders may submit written requests for clarification.

6.8.2 Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.

6.8.3 Each set of bid documents shall be executed in ink in the complete and correct name of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.

6.8.4 If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.

6.8.5 A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three (3)-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration and may result in rejection of the bid and disqualification of the bidder.

6.8.6 The bidder shall place each completed set of bid documents in a sealed envelope which shall be clearly marked "Bid Documents for _____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope which shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The official clock at the place designated for receipt of bids shall serve as the official determinant of the hour for which the bid shall be submitted and shall be considered late.

6.9 Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. The request must be made by a person authorized to bind the bidder. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

6.10 Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. The request must be made by a person authorized to bind the bidder. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

6.11 Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public meeting held at the time, date and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

6.11.1 the bid is submitted by an unqualified bidder;

6.11.2 the bid is in a form other than the official bid documents issued to the bidder;

6.11.3 the form and content of the bid do not comply with the requirements of the bid documents and/or Subsection 6.8;

6.11.4 the bid, and if required, federal-aid project certification, are not signed;

6.11.5 the bid was received after the time or at some location other than specified in the notice or as may have been extended;

6.11.6 the bid guaranty, if required, does not comply with Subsection 6.8;

6.11.7 the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;

6.11.8 the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;

6.11.9 the bidder was not authorized to be issued a bid under this policy;

6.11.10 the bid did not otherwise conform with the requirements of this policy; or

6.11.11 more than one (1) bid involves a bidder under the same or different names.

6.12 Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will be determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. Bid entries such as "no dollars and no cents" or "zero dollars and zero cents" will be interpreted to be one-tenth of a cent (\$.001) and will be entered in the bid tabulation as \$.001. Any entry less than \$.001 will be interpreted and entered as \$.001. If a bidder submits both a completed set of bid documents and a properly completed computer printout of unit bid prices, the Authority will use the computer printout to determine the total bid amount of the bid. If the computer printout is incomplete, the Authority will use the completed bid documents to determine the total bid amount of the bid. If a bidder submits two (2) computer printouts reflecting different totals, both printouts will be tabulated, and the Authority will use the lowest tabulation. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority may select either the regular bid item or items or the alternative.

6.13 Award of Contract. Except as otherwise provided in this Section 6, if the Authority does not reject all bids, it will award the contract to the lowest best bidder who is a responsible contractor. In determining the lowest best bidder (responsible contractor), in addition to price the Authority shall consider:

6.13.1 the bidder's ability, capacity, and skill to successfully perform the contract or provide the service required under the terms and conditions of the proposed contract;

6.13.2 the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference, including financial and technical resources;

6.13.3 the bidder's character, responsibility, integrity, reputation, and experience, including public policy compliance;

6.13.4 the quality of performance by the bidder of previous contracts or services;

6.13.5 the bidder's previous and existing compliance with laws relating to the contract or service, including the proper classification of employees (see the Fair Labor Standards Act, 29 USC 201, chapter 8); and

6.13.6 the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

6.14 Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

- 6.14.1 there is reason to believe collusion may have existed among the bidders;
- 6.14.2 the low bid is determined to be both mathematically and materially unbalanced;
- 6.14.3 the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or
- 6.14.4 the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

6.15 Bid Protests. This Subsection 6.15 applies to bid protests as relate to construction and building contracts, as well as to bid protests as relate to professional services as described in Section 7, general goods and services as described in Section 8, consulting services as described in Section 9, and design build contracts as described in Section 10.

6.15.1 There are three types of protests to Authority bids and solicitations.

6.15.1.1 A pre-bid or solicitation phase protest shall be received prior to the scheduled bid opening or proposal due date.

6.15.1.2 A pre-award protest is protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

6.15.1.3 A post-award protests is a protest received after the award of contract, and must be received within five (5) business days of the referenced award.

6.15.2 All protests relating to advertising of bid notices, alleged improprieties or ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and, submitted to the Executive Director in accordance with the deadlines above. Protests may be delivered in hard copy, with a return receipt, or electronic copy, with a read receipt. The address and email for the Executive Director are provided on the Authority's website. Each protest must include the following:

6.15.2.1 the name and address of the protester, and the vendor it represents, if different;

6.15.2.2 the identification number, reference number, or other identifying criteria

specified in the bid documents to identify the procurement in question;

6.15.2.3 a statement of the grounds for protest; and

6.15.2.4 all documentation supporting the protest.

6.15.3 A decision and response to the protest, **including each substantive issue raised**, will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

6.15.4 Appeals of responses and decisions regarding protests must be made to the Board in writing and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final. However, if facts change, new data becomes available, or an error in law or regulation was found in a previous ruling, the Board may allow for reconsideration of a protest by the Executive Director or reconsideration of an appeal to the Board.

6.15.5 Where state or federal funding is applicable to a project where a bid protest has been properly filed, the Authority shall notify TxDOT or FHWA as required.

6.16 Contract Execution; Submission of Ancillary Items.

6.16.1 Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.

6.16.2 After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:

6.16.2.1 a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law; and

6.16.2.2 a certificate of insurance on a form acceptable to the Authority showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

6.17 Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

6.18 Bid Guarantee. For contracts exceeding the simplified acquisition threshold, the Authority shall require a bid guarantee from each bidder equal to five percent (5%) of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified time frame. Not later than seven (7) days after bids are opened, the Authority will mail the bid guarantee of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guarantee of the apparent lowest best bidder, second lowest best

bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with Subsection 6.16 the bid guarantee will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) days after the date the bidder is required to submit the bonds and insurance certificate under Subsection 6.16. A bidder who forfeits a bid guarantee will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guarantee and the Board of Directors, upon request made in writing by bidder and received at such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids approves of the submission of a bid by the bidder.

6.19 Progress Payments; Retainage and Liquidated Damages.

6.19.1 In addition to other provisions required by the Authority, construction and building contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.

6.19.2 Unless otherwise stated in the procurement, retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:

6.19.2.1 retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;

6.19.2.2 all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;

6.19.2.3 the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within thirty (30) days of the demand, the

retainage or any investments in which it is invested; and

6.19.2.4 any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.

6.19.3 Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to include a contract provision which compensates the contractor a certain amount of money for each day identified critical work is completed ahead of schedule and assess a deduction for each day the contractor overruns the incentive/disincentive time. The amounts are based upon estimates of such items as traffic safety, traffic maintenance, and road user delay costs.

6.19.4 Without limiting the Authority's right to require any other contract provision, the Authority, in its sole discretion, may elect to require that a Liquidated Damages provision be made a part of any contract it enters into.

6.20 Performance Bond. The Authority shall require a performance bond on the contractor's part for one hundred percent (100%) of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all of the contractor's requirements under a contract.

6.21 Payment Bond. The Authority shall require a payment bond on the contractor's part for one hundred percent (100%) of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

6.22 Value Engineering. When practical, the Authority shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

6.23 Value Engineering Change Order Process. The Authority may authorize a Value Engineering Change Order Process ("VECP") for any project through the bid documents; provided that the VECP is aligned with (i) federal guidelines provided in 23 CFR Part 627 and 23 USC 106, as may be amended from time to time, and (ii) TxDOT's VECP policy. As of the date of this policy, TxDOT has determined in its Local Government Project Management Guide (dated May 20, 2024) that it does not have VECP policies or procedures in place.

6.24 Federally required contract terms. All contracts subject to federal funds, shall include the contract terms identified in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards. (See Schedule 6.24 attached hereto.)

SECTION 7. PROFESSIONAL SERVICES.

7.1 General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control. Where federal funds are applied to a contract, the

Authority shall follow the Brooks Act, and/or other applicable federal law.

7.2 Request for Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority shall solicit interest in a single step process and invite prospective providers of professional services to submit their qualifications to provide such services as specified in a Request for Qualifications ("RFQ")¹ issued by the Authority.

7.3 Notice of RFQs.

7.3.1 Notice of the issuance of an RFQ for engineering and design related professional services must provide:

7.3.1.1 the contact or location from which prospective engineering and design related providers may request the RFQ;

7.3.1.2 provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

7.3.1.3 identify the evaluation factors along with their relative weight of importance that will be used in the evaluation, ranking, and selection of providers. Evaluation factors may include, but not limited to, technical approach, work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance;

7.3.1.4 qualifications to perform the type of work requested;

7.3.1.5 specify the contract type and method(s) of payment;

7.3.1.6 identify any special provisions or contract requirements associated with the solicited services; and

7.3.1.7 enough time for firms to submit a proposal.

Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of an RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate experience, qualifications, and competence of the potential provider of engineering and design related services.

¹ Title 23 CFR Section 172.7 refers to the single-step process of solicitation as a request for proposal (RFP).

7.3.2 The Authority does not require or accept concealed cost proposals as part of the RFQ process.

7.3.3 The Authority shall publish on its website all notices of the issuance of an RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for the responses.

7.3.4 The Authority may also publish notice of the issuance of an RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, or any newspaper, trade journal, or other such location as the Authority determines will enhance competition for the provision of services.

7.3.5 The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

7.4 Evaluation, Ranking, and Selection.

The Authority may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's demonstrated competence and qualifications to perform the service, including pre-certification by TxDOT; and ability to perform the services for a fair and reasonable price. Cost shall not be a factor in the procurement process, nor shall there be any preference for state or local firms.

7.4.1 The Authority shall select qualified providers of professional services by first submitting all responses to a selection committee assigned by the Executive Director or the Board for scoring of the responses based on the criteria published in the RFQ.

7.4.2 Based on the committee's review and scoring, three (3) or more firms may be short-listed based on ranking for further consideration and may be required to submit supplemental information. In determining whether to short-list firms, the committee should take into consideration, the total number of submittals and the range of scores, including any natural or obvious breaks in scoring. In instances where less than three (3) qualified consultants respond to the solicitation, the Authority may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Authority may pursue procurement following the non-competitive method when competition is determined to be inadequate, and it is determined to not be feasible or practical to re-compete under a new solicitation.

7.4.3 After scoring, the committee shall have the option of submitting a short-list of providers to the Board or submitting all of the respondents to the Board along with the Committee's score sheets and recommendations. The selected firms may be required to make a formal presentation before the Board of Directors if the Authority determines it is needed based on size and complexity of the project.

7.4.4 After receipt and review of the committee's scoring and recommendations, if formal presentations are made to the Board, the board members shall individually rate and score each respondent based on both written and presented qualifications. The individual scoring sheets will then be compiled by legal counsel, or a staff member and the final ranking reviewed by a separate staff member. The highest-ranking consultant is recommended to be awarded the contract. If formal presentations are not made to the Board, the Board shall approve the committee's ranking.

7.5 Fees and Negotiations.

7.5.1 The Authority shall attempt to negotiate a contract with the most highly qualified firm. If the Authority is unable to negotiate a satisfactory contract with the firm, the Authority shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected process. The Authority shall continue the process until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

7.5.2 The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations, and which are customary in the area of the authority may not exceed any maximum provided by law. The Authority may use TxDOT pricing guidance for comparative purposes.

7.5.3 The Authority shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiation.

7.5.4 The Authority shall establish indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs separately to ensure services are obtained at a fair and reasonable cost.

7.5.5 The Authority shall retain documentation of negotiation activities as required by applicable law.

7.6 Termination of Procurement. The Authority may terminate a procurement of professional services pursuant to this Section 7 at any time upon a determination that a continuation of the process is not in the Authority's best interest.

7.7 Selection Disputes. Protests related to solicitations or contract awards shall be made and resolved in the manner described in Subsection 6.15.

SECTION 8. GENERAL GOODS AND SERVICES

8.1 Approval of Board. Every procurement of general goods and services costing more than **one hundred thousand dollars (\$100,000.00)** shall require the approval of the Board, evidenced by a

resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.2 Purchase Threshold Amounts. The Authority may procure general goods and services costing **one hundred thousand dollars (\$100,000.00)** or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than **one hundred thousand dollars (\$100,000.00)** shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.3 Competitive Bidding Procedures. Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

8.3.1 with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;

8.3.2 the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;

8.3.3 notice of the procurement shall be published at least two (2) weeks before the deadline for the submission of responses in the officially designated newspaper of the Authority, as well as on the Authority's website;

8.3.4 in addition to advertisement of the procurement as set forth in Subsection 8.3.3 above, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone, and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website; and

8.3.5 a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

8.4 Award Under Competitive Bidding.

8.4.1 Contracts for general goods and services procured using competitive bidding shall be awarded to the lowest best bidder based on the same criteria used in awarding construction contracts, together with the following additional criteria:

8.4.1.1 the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and

8.4.1.2 the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.

8.4.2 In accordance with Texas Government Code, Chapter 2252, Subchapter A, the

Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

8.4.2.1 No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

8.5 Competitive Sealed Proposals.

8.5.1 Request for Proposals. The Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:

8.5.1.1 the Authority's specifications for the good or service to be procured;

8.5.1.2 an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;

8.5.1.3 a schedule of items for which unit prices are requested;

8.5.1.4 the time within which the contract is to be performed;

8.5.1.5 any special provisions and special specifications; and

8.5.1.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

8.5.2 Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as public information.

8.5.3 Revision of Proposals. After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.

8.5.4 Refusal of All Proposals. The Authority shall refuse all proposals if none of those submitted is acceptable.

8.5.5 Contract Execution. The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first-choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

8.6 Proprietary Purchases. If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one (1) vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 9. CONSULTING SERVICES.

9.1 Contracting for Consulting Services. The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

9.2 Selection Criteria. The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

9.3 Contract Amounts. The Authority may procure consulting services anticipated to cost no more than **one hundred thousand dollars (\$100,000.00)** by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than **one hundred thousand dollars (\$100,000.00)** pursuant to a "single-source contract," if the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than **one hundred thousand dollars (\$100,000.00)** shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate. A service may not be divided or reduced to avoid the solicitation requirement that would otherwise apply to a service that would cost over one hundred thousand dollars (\$100,000).

9.4 Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each

RFQ shall describe the services required by the Authority the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the Authority shall follow the notices set forth in Section 7 of these policies for the procurement of professional services.

9.5 Request for Proposals. Each RFP shall contain the following information:

- 9.5.1 the Authority's specifications for the service to be procured;
- 9.5.2 an estimate of the various quantities and kinds of services to be performed;
- 9.5.3 a schedule of items for which unit prices are requested;
- 9.5.4 the time within which the contract is to be performed;
- 9.5.5 any special provisions and special specifications; and
- 9.5.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

In procuring consulting services through issuance of an RFP, the Authority shall follow the notices set forth in Section 8 of these policies for the procurement of general goods and services.

9.6 Notice of RFQs and RFPs.

9.6.1 Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of an RFQ or RFP.

9.6.2 The Authority shall publish the notice of issuance of an RFQ or RFP on its website and shall either (1) publish notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, in an issue of the *Texas Register*, or (2) publish in the officially designated newspaper of the Authority notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, once at least two (2) weeks before deadline for the submission for responses in the officially designated newspaper of the Authority.

9.6.3 The Authority may, but shall not be required to, solicit responses to an RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the internet. With regard to RFPs, if such solicitations are made in addition to the required publications, the prospective bidder may not be solicited by mail, telephone or Internet or in any other manner, nor may the prospective bidder receive bid documents until such time that notice of the RFP has been made available on the Authority's website.

9.6.4 The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best

interest of the Authority.

9.7 Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

9.8 Contract Negotiation and Execution.

9.8.1 With regard to consulting services procured through issuance of an RFQ, the Authority shall submit a written contract to the respondent (the "first choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.

9.8.2 With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first choice candidate") whose proposal is most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first-choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror (the "second choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise in the best interest of the Authority.

9.9 Single-Source Contracts. If the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds **one hundred thousand dollars (\$100,000.00)**. If the anticipated cost of services **one hundred thousand dollars (\$100,000.00) or less**, the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services

and shall submit the justification to the Board at its next regularly scheduled board meeting.

9.10 Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two (2) years preceding, the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

9.11 Mixed Contracts. This Section 9 applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

SECTION 10. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

10.1 Design-Build and Design-Build-Finance Agreements Allowed. The Authority may use the design-build or design-build-finance method to procure the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alternation, or repair of a Transportation Project. The Authority may not, however, enter into more than two (2) design-build or design-build-finance agreements in any fiscal year.

10.2 Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this Section 10. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts (“ATCs”) and value-added concepts (“VACs”) from proposers.

10.3 Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority’s representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority’s general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the Authority must provide for (through existing engineering resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design build contractor. Any engineer or firm selected pursuant to this Subsection 10.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

10.4 Requests for Qualifications. The Authority must solicit proposals for a design-build or design-build-finance agreement by issuing a Request for Qualifications (“RFQ”). The Authority shall publish the RFQ (or notice of availability of the RFQ) in the *Texas Register* and post it on the Authority’s website.

10.4.1 An RFQ issued by the Authority shall include the following information: (1)

information regarding the proposed project's location, scope, and limits; (2) information regarding funding that may be available for the project and a description of the financing to be requested from the design-build contractor, as applicable; (3) the criteria that will be used to evaluate the proposals, which must include the proposer's qualifications, experience, technical competence, and ability to develop the project; (4) the relative weight given to the criteria; and (5) the deadline by which proposals must be received by the Authority.

10.4.2 The Authority may withdraw an RFQ at any time and may then publish a new RFQ in accordance with this Subsection 10.4.

10.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

10.5.1 The Authority shall review responses to an RFQ submitted in accordance with Section 11.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of Subsection 10.6. The Authority may include an interview as part of its evaluation process.

10.5.2 The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under Subsection 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the procurement process.

10.6 Requests for Detailed Proposals.

10.6.1 The Authority shall issue a request for detailed proposals ("RFDP") to all proposers qualified or short-listed in accordance with Section 10.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information: (1) information on the overall project goals; (2) the Authority's cost estimates for the design-build portion of the work; (3) materials specifications; (4) special material requirements; (5) a schematic design approximately thirty percent (30%) complete; (6) known utilities; (7) quality assurance and quality control requirements; (8) the location of relevant structures; (9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses; (10) available geotechnical or other detailed instructions for preparing the information related to the project; (11) the status of the environmental review process; (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected; (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events; (16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.

10.6.2 An RFDP under this Section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical

proposal under this Section 10.6 must address the following: (1) the proposer's qualifications and demonstrated technical competence (exclusive of information included in the proposer's response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 10.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.

10.6.3 The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

10.6.4 In developing and preparing to issue an RFDP in accordance with Subsection 10.6.1, the Authority may solicit input from entities qualified under Section 10.5 or any other person.

10.6.5 If the Authority provides for the submission of ATCs and/or VACs, the Authority shall establish a process for submission and review of ATCs and/or VACs prior to submission of a technical proposal. Only those ATCs and/or VACs approved by the Authority may be included in an entity's technical proposal. The Authority shall notify a proposer whether its ATCs and/or VACs are approved for inclusion in the technical proposal.

10.6.6 The Authority may conduct meetings with or interview proposers submitting a response to an RFDP.

10.7 Evaluation and Ranking of Detailed Design-Build and Design-Build-Finance Proposals. The Authority shall first open evaluate, and score each responsive technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. The Authority shall then rank the proposers in accordance with the formula provided in the RFDP.

10.8 Unapproved Changes to Team. The Authority may reject as nonresponsive a proposal that makes a significant change to the composition of the proposer's design-build team as initially submitted that was not approved by the Authority.

10.9 Contract Negotiations.

10.9.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 10.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

10.9.2 If the RFDP provides for payment of a stipend to unsuccessful proposers, the Authority may include in the negotiations ATCs and/or VACs approved for inclusion in RFDP responses of other proposers.

10.9.3 The Authority may establish a deadline for the completion of negotiations for a design-build or design-build-finance agreement. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.

10.9.4 In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a design-build or design build-finance agreement for the project which is the subject of the procurement process.

10.9.5 Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 10.9 if detailed proposals have been submitted to the Authority.

10.10 Payment for Submission of Detailed Design-Build or Design-Build-Finance Proposals.

10.10.1 Pursuant to the provisions of an RFDP, the Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP a stipend for work product contained in the proposal. The stipend must be specified in the RFDP and must be at least two-tenths of one percent (.002) of the contract amount, provided that the stipend shall not exceed the value of the work product contained in the proposal to the Authority.

10.10.2 After payment of the stipend, the Authority may make use of, any work product contained in the detailed proposal, including techniques, methods, processes, and information contained in the proposal. In addition, the work product contained in the proposal becomes the property of the Authority.

10.11 Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

10.12 Performance and Payment Security.

10.12.1 The Authority shall require a design-build contractor to provide a performance and payment bond, an alternative form of security, or a combination of a performance and payment bond and alternative security in an amount equal to the cost of constructing or maintaining the project. If, however, the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

10.12.2 A payment or performance bond or alternative form of security is not required for

that portion of a design-build or design-build-finance agreement that includes only design services only.

10.12.3 Alternative forms of security may be permitted or required in the following forms:

10.12.3.1 a cashier's check drawn on a financial entity specified by the Authority; (2) a U.S. Bond or Note; (3) an irrevocable bank letter of credit drawn from a federal or Texas chartered bank; or (4) any other form of security determined suitable by the Authority.

SECTION 11. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS.

11.1 Strategic Sourcing. Voluntary GSC Program. Pursuant to and in accordance with §2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

11.2 Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

11.3 Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one (1) or more cooperative purchasing programs with local governments or local cooperative programs.

11.4 Interlocal Agreements. Subject to limitations imposed by State law, the Authority may enter into inter-local agreements with TxDOT, Hidalgo County, and other governmental entities to procure goods and services from or through them and/or utilize their established certifications and registries.

11.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

SECTION 12. EMERGENCY PROCUREMENTS.

12.1 Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, buildings, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

12.1.1 Before a contract is awarded under this Section, the Executive Director or his designee must certify in writing the fact and nature of the emergency giving rise to the award.

12.1.2 To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.

12.1.3 A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.

12.1.4 After an emergency is certified, if there are three (3) or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three (3) qualified contractors. The Authority will notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this policy as required to procure construction or goods and services, as the case may be.

SECTION 13. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

13.1 Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the Authority's discretion.

13.2 Trade-In for New Property. Notwithstanding Subsection 13.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

13.3 Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection 13.1.

13.4 Sale to State, Counties, etc. Notwithstanding Subsection 13.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

13.5 Failure to Attract Bids. If the Authority undertakes to sell property under Subsection 13.1 and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational, or charitable organization located in the State.

13.6 Terms of Sale. All salvage or surplus property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole

and absolute discretion.

13.7 Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

13.8 Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two (2) issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

13.9 Use of Excess and Surplus Federal Property. When it is feasible and reduces project costs, the Authority shall use excess and surplus federal property rather than purchasing new equipment and property.

* * *

REQUIRED CERTIFICATIONS

- Section 1. **DISCLOSURE OF OWNERSHIP INTERESTS.** Pursuant to Executive Order GA48 (November 19, 2024) any company that submits a bid or proposal with respect to a contract for goods or services shall be required to certify to the Authority that the company and, if applicable, any of its holding companies or subsidiaries is not:
- Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - Listed in Section 1260H of the 2021 NDAA; or
 - Owned by the government of a country on the US Department of Commerce's foreign advisories list under 15 CFR Section 791.4; or
 - Controlled by any governing or regulatory body located in a country on the US Department of Commerce's foreign adversaries list under 15 CFR Section 791.4.
- Section 2. **DISCLOSURE OF CERTAIN RELATIONSHIPS.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- Section 3. **ANTI-BOYCOTT VERIFICATION.** Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.
- Section 4. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES.** Pursuant to Section 2274.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.
- Section 5. **PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.** Pursuant to Section 2274.003, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate

during the term of the contract against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

Section 6. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

Schedule 2.4(a)

FORM CIQ CONFLICTS OF INTEREST QUESTIONNAIRE
FOR VENDOR AND OTHER PERSONS DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Schedule 2.4(b)

FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,
20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month)

(year)

Signature of Local Government Officer (Declarant)

SCHEDULE 3

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008 - 1

ENTERING INTO A REVISED MEMORANDUM OF UNDERSTANDING
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT")
PROVIDING FOR THE ADOPTION OF TXDOT'S DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM

THIS RESOLUTION is adopted this 13th day of February, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, from time to time the Authority anticipates receiving federal funds from the Federal Highway Administration ("FHWA") through the Texas Department of Transportation ("TxDOT") to assist the Authority with the construction of turnpike projects; and

WHEREAS, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

WHEREAS, TxDOT has implemented a DBE Program that is approved by the FHWA pursuant to 49 CFR part 26 and on August 9, 2007, the Authority approved a Memorandum of Agreement with TxDOT authorizing the adoption by the Authority of TxDOT's DBE Program as its own (the "MOU");

WHEREAS, TxDOT has revised the MOU and requested that the Authority enter into the revised agreement (the "Revised MOU") in order to participate in TxDOT's DBE Program;

WHEREAS, the Authority finds it appropriate to enter into the Revised MOU with TxDOT to memorialize such obligations, expectations, and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet federal requirements;

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.

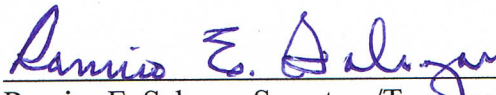
Section 2. The Chairman of the Authority is authorized to enter into the Revised MOU, substantially in form attached hereto as Exhibit A, with TxDOT adopting the TxDOT DBE Program.

Section 3. Private sector partners working with the Authority in the development of transportation projects will be subject to the TxDOT DBE Program requirements as subrecipients of funds through the Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 13th day of February, 2008, at which meeting a quorum was present.



Dennis Burleson, Chairman



Ramiro E. Salazar, Secretary/Treasurer

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

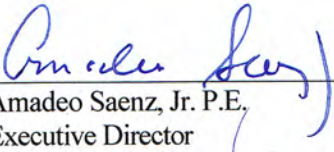
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.


EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Amadeo Saenz, Jr. P.E.
Executive Director

By: 
Dennis Burleson
Chairman

Date: 3/13/08

Date: 2/13/2008

SCHEDULE 6.24
(as of **September 23, 2025**)

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

(Revised April 22, 2025)

(Revised September 23, 2025)

Item 5B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 5B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/28/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2025-58 – CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE TOLLING SERVICES FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of an ILA between HCRMA and CCRMA to provide tolling services for the 365 Tollway project.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2025-58 – Consideration and Approval of and Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway project, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Robert L. Lozano, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: October 1, 2025

Re: **Resolution 2025-58 – Consideration and Approval of and Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway project**

Background

Cameron County Regional Mobility Authority (CCRMA) went live with its own FUEGO toll tag on October 21, 2021, and operates its own back office. CCRMA also has established partnerships with Cameron County and Harris County for its FUEGO tag. On September 25, 2025, the CCRMA board of directors approved a resolution to provide tolling services for the 365 Tollway project.

Goal

The CCRMA will partner with the HCRMA and provide back-office services so that the HCRMA can utilize CCRMA's FUEGO tag on the 365 Tollway.

Options

The Board of Directors may opt to not approve the Interlocal Agreement.

Recommendation

Based on review by this office, **approval of Resolution 2025-58 – Consideration and Approval of and Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway project is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 2025 – 58

**CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY AND THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY TO PROVIDE TOLLING SERVICES FOR THE 365
TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 28th day of October 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Board has been constituted in accordance with the Act to address mobility issues in and around the County; and

WHEREAS, the Authority requires back-office services to process electronic tolls collections for the 365 Tollway; and

WHEREAS, the Cameron County Regional Mobility Authority (CCRMA) agrees to cooperate with the Hidalgo County Regional Mobility Authority (HCRMA) and provide the back-office services to process electronic tolls collections for the 365 Tollway; and

WHEREAS, the Authority has determined it is advantageous and cost effective to enter into an interlocal cooperative agreement with the CCRMA to provide electronic toll processing and collection for the 365 Tollway:

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 of Directors approves the Interlocal Cooperative Agreement between the HCRMA and CCRMA, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Interlocal Cooperative Agreement upon review and final approval of HCRMA Legal staff.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of October 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY TO PROVIDE TOLL PROCESSING AND COLLECTION
SERVICES FOR THE 365 TOLLWAY PROJECT

**INTERLOCAL AGREEMENT
FOR
TOLLING SERVICES**

_____, 2025

**by and between
Hidalgo County Regional Mobility Authority
and
Cameron County Regional Mobility Authority**

TOLLING SERVICES AGREEMENT

This TOLLING SERVICES AGREEMENT (“Agreement”), by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas (“HCRMA”) and CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas (“CCRMA”), is executed to be effective on the Effective Date.

RECITALS:

- A. HCRMA and CCRMA (each a “Party,” and together the “Parties”) are entering into this Agreement pursuant to which CCRMA will provide Tolling Services as defined later in this Agreement for the 365 Tollway (“Project”) in Hidalgo County, Texas, which is anticipated to be opened to the traveling public in early 2026.
- B. HCRMA is a regional mobility authority in Hidalgo County that operates under Chapter 370, Texas Transportation Code.
- C. Pursuant to Section 370.033, Texas Transportation Code, HCRMA is authorized to construct, acquire, improve, operate, and maintain transportation projects, including toll projects, within and outside Hidalgo County.
- D. CCRMA is a regional mobility authority in Cameron County that operates under Chapter 370, Texas Transportation Code.
- E. Pursuant to Section 370.033, Texas Transportation Code, CCRMA is authorized to operate and maintain transportation projects, including toll projects, within and outside of Cameron County.
- F. Pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and Section 370.033, Texas Transportation Code, HCRMA and CCRMA are each authorized to contract with other governmental entities and political subdivisions.
- G. Pursuant to a Resolution adopted by the Board of Directors of CCRMA dated _____, 2025, the CCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of Cameron County.
- H. Pursuant to a Resolution adopted by the Board of Directors of the HCRMA dated _____, 2025, the HCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of HCRMA.
- I. Pursuant to the adoption of an interlocal agreement for Tolling Services between Harris County Toll Road Authority (“Harris County” or “HCTRA”) and CCRMA dated July 18, 2023 (attached hereto as Exhibit B), HCTRA will provide the “Fuego Back Office System” (“Fuego

BOS”) for use by CCRMA and its Customer Service Center (“CSC”) to include the processing of HCRMA toll transactions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, HCRMA and CCRMA agree as follows:

AGREEMENT:

- I. Definitions.
 - a. Unless otherwise defined herein, capitalized terms and abbreviations used in this Agreement have the definitions set forth in Exhibit A.
- II. Engagement Term and Termination.
 - a. HCRMA hereby engages CCRMA to provide Tolling Services for the Project in accordance with the provisions hereof.
 - b. The term (“Term”) of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least one hundred eighty (180) days before the end of the Term.
 - c. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than one hundred eighty (180) days prior to the stated termination date.
 - d. This Agreement may also be terminated at any time upon the written agreement of the Parties, or upon initiation by HCRMA as provided for in Section XIV of this Agreement.
- III. CCRMA Responsibilities.
 - a. Tolling Services. Beginning on the Service Commencement Date, CCRMA will provide Tolling Services and other necessary customer service center functions required for effective toll revenue collection for the Project including:
 - i. Coordination. Coordination, design, development, and other activities to enable the HCRMA, CCRMA, and HCTRA tolling systems to interface with each other in order for CCRMA to provide the tolling services.
 - ii. Account Management. Providing customer services to HCRMA 365 toll road users and account holders, including accepting payments, account management, Adjustments, transponder distribution, and other customer

service center functions such as processing mail and handling customer queries.

- iii. Toll Debt Collection Services. As legally permissible by law, Toll Debt Collection Services, defined as collection and processing of tolls, fees, fines, and costs associated with Toll Violations that occur on the Project, will be processed through CCRMA's Debt Collections Vendor. CCRMA shall provide billing statements to customers reflecting itemized toll charges and application of payments. These services will be the CCRMA's responsibility in accordance with the agreed upon business rules between CCRMA and HCRMA. CCRMA will ensure that its Debt Collections Vendor works with HCTRA for electronic file exchanges or updates to customer accounts as defined in Exhibit B.
- iv. Transponder Fulfillment. Transponder fulfillment, issuance, and replacement for any customer accounts opened via the CSC walk-in center.
- v. Customer Service Accounts. Customer management services, and other services deemed necessary for the benefit of this relationship and the Project. CCRMA shall work with HCTRA to maintain and manage these accounts as necessary utilizing the HCTRA managed Fuego BOS as per Exhibit B. CCRMA will provide the CSC walk-in center, Customer Service Representatives ("CSRs"), and necessary staff, who shall perform account management, including handling of customer inquiries and complaints, and customer account maintenance services for HCRMA in accordance with the terms contained within Exhibit B.
- vi. Payments. CCRMA will support the payments, disputes, Adjustments, and resolution of all Toll Invoices and Toll Violations within the contact center in addition to all account management services.
- vii. Reporting. Providing access to reporting features agreed upon by both Parties in the Process and Design Documents for the life of this Agreement and four years after Termination, as otherwise agreed upon by the Parties.
- viii. Quality Assurance. Implementation of appropriate reporting, reconciliation, accounting, Audit and quality assurance processes in accordance with standard industry practices, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all HCTRA computer systems and subsystems, (B) control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure

record of system access and breaches of security, consistent with standard industry practices.

- ix. Backup and Recovery. Implementation of data backup and disaster recovery in accordance with standard industry practices and retention of Project-related data pursuant to the Process and Design Documents.
- b. CCRMA shall (i) meet the SLAs agreed upon by the Parties, (ii) maintain efficiencies within the CSC, and (iii) perform adequate training for all CSC Staff.
- c. If the parties mutually agree that CCRMA is unable to perform Tolling Services, in part or whole (e.g. customer service functions), or CCRMA is unable to meet the agreed upon performance metrics for any reason, then CCRMA will assist the HCRMA in transitioning Tolling Services to HCTRA.
- d. CCRMA will supply Tolling Services on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Cameron County's standard management practices, procedures, protocols, and business rules with which it performs such services and functions for its own facilities, and (ii) at the same level and quality of service Cameron County provides customers on its own toll facilities as defined in Exhibit A.
- e. CCRMA shall remit all revenues (tolls, fees, fines, administrative fees, and any other revenues) collected as payment to HCRMA Project transactions to HCRMA within ten (10) days of receipt from HCTRA. Revenue may be reduced by the amount owed by HCRMA to CCRMA for Tolling Services as described in Section VI, including Debt Collection Service costs, and other costs agreed upon by HCRMA. Exhibit C illustrates this process.
- f. CCRMA shall apply partial payments on invoices and debts in accordance with the Design and Process Documents and, not to prioritize CCRMA transactions over those of HCRMA.
- g. CCRMA will not be responsible for:
 - i. Providing roadway equipment maintenance, road maintenance, road repair, or roadway customer assistance services for the Project.
 - ii. Providing law enforcement services for Toll Violation enforcement or administrative hearings, with the exception of providing evidence to support any law enforcement efforts required for the Project.

IV. HCRMA Responsibilities.

- a. HCRMA will be responsible for installation, replacement, and maintenance of all necessary roadway tolling equipment (including electrical power, tag readers, network, and fiber) for the Project and the Parties will verify that such equipment is compatible and interoperable by following the Process and Design Documents and testing in accordance with standard industry practices. This will include:
 - i. Automatic Vehicle Identification (AVI) subsystem;
 - ii. Automatic Vehicle Classification (AVC) subsystem;
 - iii. Violation Enforcement System (VES); and
 - iv. Lane Controllers and miscellaneous lane-based equipment and Communication and support equipment.
- b. Pursuant to the interlocal agreement by and between HCRMA and HCTRA, HCRMA will send HCTRA fully formed transactions which are ready for posting to customer accounts with proper toll rates. HCRMA will set the toll rates and toll classifications on the Project. HCRMA will provide the initial toll schedule to HCTRA and CCRMA prior to opening the Project or any segment of the Project and will promptly notify HCTRA and CCRMA in writing of any changes in the toll schedule for informational purposes.
- c. HCRMA will provide or arrange to provide law enforcement services for Toll Violation and traffic enforcement for the Project on the roadway.
- d. HCRMA will build interfaces from the Roadside Electronic Toll Collection equipment to and roadside host to interface with the Fuego BOS following the Process and Design Documents and verified through testing in accordance with standard industry practices.
- e. HCRMA will provide all maintenance services for mowing and landscaping, signage and striping, and routine repairs such as painting and sweeping for locations directly within the Project.
- f. HCRMA will provide onsite maintenance services for Dynamic Message signs (if any), and fiber optic and/or telecom service communication links for those necessary and directly related to the Project.
- g. HCRMA will process all transactions related to Non-Revenue Transactions.
- h. HCRMA will develop Process and Design Documents in conjunction with CCRMA at the parties' mutual expense (50/50) (to be reviewed and accepted by HCTRA) to support the design, implementation, and operations and maintenance of the CSC, Project, and Fuego BOS, which may include:

- i. Standard Operating Procedures (“SOPs”),
 - ii. Business Rules,
 - iii. Key Performance Indicators (“KPIs”) / Service Level Agreement Indicators (“SLAs”), and
 - iv. Reports.
- i. HCRMA will provide CCRMA at least sixty (60) days’ advance notice of the Service Commencement Date of each new segment of the Project as it is completed and ready to be tolled.

V. Cooperative Efforts.

- a. The Parties will follow (i) the Process and Design Documents to be developed with CCRMA and (ii) the HCTRA provided business rules, ICD, and process documents.
- b. The Parties will make appropriate representatives available to help each other resolve issues arising in connection with their performance under this Agreement.
- c. The Parties will provide each other with information for purposes of training each Party’s personnel to respond to customer inquiries concerning operation of the Project.
- d. HCRMA will provide CCRMA advance notice of any roadside system changes which may affect the collection of tolls and/or CSC operations across the Project.
- e. The Parties will cooperate with each other to conduct and complete, prior to the Service Commencement Date, all work necessary for connection of the Electronic Toll Collection System with CCRMA’s CSC.
- f. The Parties will inform each other of any marketing activities, publicity specifically targeting the Project, and/or use of Fuego tags, and will cooperate to maximize Fuego transponder penetration in Hidalgo County.
- g. The Parties will notify each other of Toll Violation enforcement efforts, outreach, and initiatives that may impact operations and collaborate on timing to mitigate operational impacts.
- h. The Parties will seek cost effective ways to continuously improve tolling services. HCRMA and CCRMA acknowledge and agree that, particularly in view of the length of the Term, changes may occur during the Term in mobility and tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration

and implementation of changes in the equipment, technology or practices utilized in connection with the Project and/or changes to this Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Agreement. The Parties agree to cooperate with each other in a commercially reasonable manner in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner. Additional financial or other obligations required by the Parties shall be at the discretion of each Party's respective governing body. If the Parties disagree on commercially reasonable changes in equipment, technology, or practices to be utilized for the Project, either Party may terminate this Agreement with one-hundred twenty (120) days notice to the other Party.

VI. Compensation for Services.

- a. The following describes the compensation exchanged between HCRMA, CCRMA, and HCTRA.
 - i. In accordance with the interlocal agreement between HCTRA and CCRMA, CCRMA will pay a flat fee per month based on the amount of revenue HCTRA collects through the Fuego BOS. If the toll revenue collected per month by HCTRA through the Fuego BOS does not exceed the "Cap" as defined as \$7,000,000 per month, the "Flat Fee" of \$30,000 per month will be paid by CCRMA. HCRMA will not incur any costs or share in that expense.
 - ii. If the toll revenue collected by HCTRA per month through the Fuego BOS exceeds \$7,000,000, HCRMA will reimburse CCRMA for the additional fee in excess of the Flat Fee per month based on HCRMA's attributable proportion of toll revenue above the Cap. The attributable proportion will be based on the prorated share of revenue across all facilities and revenue collected through the Fuego BOS.
 - iii. HCRMA will pay the Interoperable ("IOP") Transaction Processing Fee for Away Transactions on the HCRMA toll system, currently at five cents (\$0.05) per Interoperable Transaction plus three percent (3%) of the toll amount, for processing IOP via the Central United States Interoperability ("CUSIOP") Hub. HCRMA agrees that any changes to this IOP Transaction Processing Fee will apply in future periods. IOP Fees incurred will be deducted directly from the toll revenue and remitted by HCTRA to CCRMA and HCRMA.

- iv. HCRMA will pay for Debt Collection Service costs charged by CCRMA's Debt Collection Vendor as a pass-through cost. CCRMA will not charge additional fees or withhold additional amounts of debt collected.
- b. HCRMA will not incur any onboarding or capital costs to interface with the Fuego BOS.
- c. HCRMA may request CCRMA to provide Additional Services not addressed within the scope of this agreement. If CCRMA provides Additional Services, HCRMA shall negotiate and reimburse CCRMA for such Additional Services and such mutual agreement shall be reflected in a written amendment to this Agreement executed by HCRMA and CCRMA.
- d. If CCRMA chooses to scale the CSC's CSR Staff in accordance with Exhibit D to better serve its partners and requests compensation for changes from HCRMA, HCRMA shall negotiate terms and adjust compensation for CSR and CSR Lead cost to CCRMA in proportion with HCRMA's overall share of transactions. Any changes to operation costs attributed to CSC CSR Staff must be based on a demonstrated need resulting from CSC performance metrics and are subject to HCRMA Board Approval. If HCRMA elects not to participate in a CCRMA CSC Staff adjustment, either Party may terminate this Agreement with one hundred twenty (120) days' notice to the other Party.
- e. CCRMA will not charge HCRMA for Tolling Services during testing periods or when tolling on the Project has been suspended for any reason.
- f. CCRMA shall not be entitled to retain any Administrative Fees as compensation for Tolling Services.

VII. Confidential Information.

Each Party will maintain Customer Confidential Information in its possession as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, CCRMA is required to maintain compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS") for cardholder information within its systems. CCRMA will not provide HCRMA with Customer Confidential Information in any reports; however, CCRMA will provide HCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by HCRMA.

VIII. Records and Audit Rights.

CCRMA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to CCRMA's performance of this Agreement,

including electronic data of, or relating thereto and data and other information relevant to the fees that CCRMA charges to HCRMA and Users. CCRMA will make these books and records available during normal business hours for audit and inspection by HCRMA and and/or HCRMA's designees, at the location where such books and records are customarily maintained. CCRMA will provide to HCRMA and its designee copies of such records upon request and at HCRMA's expense. CCRMA will retain the books and records described in this Section VIII for a minimum of five years or based on Generally Accepted Accounting Principles ("GAAP") rules, after the date the record or document is generated. Any records relating to claims and disputes between the Parties, or any known third-party claim against CCRMA or HCRMA, will be retained until such claims or disputes are finally resolved.

IX. Prior Written Agreements.

This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

X. Other Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

XI. Governmental Immunity.

To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to § 791.025, Texas Government Code. Subject thereto, 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.

XII. Relationship of the Parties.

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights, or defenses it may have under applicable law.

XIII. Remedies.

If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of thirty (30) days after written performance notice is given by the other Party specifying said failure,

the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section XIV before exercising the remedies in this section.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform.

XIV. Dispute Resolution Procedures.

Any disputes between the Parties concerning this Agreement that cannot be resolved at the project management level will be referred to CCRMA's Executive Director or his/her designee and HCRMA's Executive Director or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section XIV. The Parties agree to participate in non-binding mediation as a dispute resolution procedure if a resolution cannot otherwise be reached. During the dispute resolution process, if HCRMA determines, in its sole discretion, that business continuity requires the use of another customer service provider, HCRMA may begin using a third-party for one or more Tolling Services.

XV. Transition Upon Termination.

Upon, or in preparation of, the termination of this Agreement, CCRMA will assist HCRMA and cooperate in providing a smooth transition of Tolling Services and transfer data from CCRMA to HCRMA (or its assignee). CCRMA and HCRMA will cooperate in development of a Transition Plan, which will include (i) transition of Tolling Services and customer service operations; and (ii) transfer of data identified in the Transition Plan from CCRMA to HCRMA or its assignee. CCRMA will continue to provide Tolling Services as provided in this Agreement until the date designated in the Transition Plan.

XVI. Successors and Assignees.

- a. Except as expressly provided herein, neither HCRMA nor CCRMA may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
- b. This Agreement will be binding and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.

XVII. No Third-Party Beneficiaries.

Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.

XVIII. Severability.

If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

XIX. Written Amendments.

Any changes in the character, agreement, terms and/or responsibilities of the Parties must be enacted through a written amendment and executed by the Parties.

XX. Notices.

All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, and addressed to such Party at the following respective addresses:

If to CCRMA:

Pete Sepulveda, Jr.
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attention: Executive Director

With a copy to:

Eric Davila, PE, PMP, CCM
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attention: Chief Development Engineer

With additional copy to:

David F. Irwin
Rentfro, Irwin & Irwin, PLLC
1650 Paredes Line Road, Suite 102
Brownsville, Texas 78521

If to HCRMA:

Pilar Rodriguez, PE
Hidalgo County Regional Mobility Authority
203 W Newcombe Avenue
PO Box 1766
Pharr, Texas 78577

Attention: Executive Director

With copy to:

Ramon Navarro, IV, PE, CFM
Hidalgo County Regional Mobility Authority
203 W Newcombe Avenue
Pharr, Texas 78577
Attention: Chief Construction Engineer

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three (3) days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

XXI. Limitations.

All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of HCRMA or CCRMA will have any personal obligations or liability hereunder.

XXII. Exhibits.

Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.

XXIII. Authorization.

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

XXIV. Interpretation.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word "will" in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word "including" is used, it is deemed to mean "including, without limitation,"

XXV. Waiver.

No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

XXVI. Captions.

The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

XXVII. Governing Law.

The laws of the State of Texas shall govern this Agreement.

XXVIII. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below, effective on the Effective Date.

CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Frank Parker, Jr., Chairman

Date: September 25, 2025

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: _____
Pilar Rodriguez, P.E., Executive Director

Date: _____

EXHIBIT A

DEFINITIONS

As used in the foregoing agreement, the following terms have the respective meanings indicated:

“Adjustments” means the following adjustments, made in accordance with HCTRA's standard business practices: (i) adjustments for duplicate toll payments and Non-Complying Transactions, (ii) adjustments for payment of IOP Fees, (iii) adjustments for settling or otherwise resolving User disputes respecting Transactions from the Project, (iv) adjustments for waivers, (v) adjustments for refunds to accounts or Video Transaction Users due to inaccurate toll charges on the applicable Project, (vi) adjustments for tolls previously credited to HCRMA that are paid with bad checks or via a charged back credit or debit card transaction, (vii) adjustments for inaccurate Transactions transmitted from HCRMA to HCTRA, (viii) adjustments to tolls and Administrative Fees, as applicable, whenever a Transaction is reclassified, (ix) credits to HCRMA for prior overcharges to HCRMA for the same Transaction, (x) credits to HCRMA for duplicate Transaction Fees charged to HCRMA for the same Transaction, (xi) adjustments for Non-Revenue Transactions; and (xi) any other adjustments that HCRMA and HCTRA may mutually approve in writing.

“Additional Services” means services other than Tolling Services, i.e., services that are outside the scope of the Tolling Services provided by CCRMA under this Agreement, requested by HCRMA under Section VI(c) of this Agreement.

“Administrative Fees” means any fees, fines, awards, court costs, administrative costs collected from Users associated with collection of tolls in the Toll Violation Invoice process.

“Audit” may include either a System and Organization Controls Audit (SOC) or a Payment Card Industry (PCI) Data Security Standard Audit. There are two (2) types of commonly performed SOC Audits – SOC 2 Type I audits or SOC 2 Type II audits, which help to determine an organization’s security risks or concerns and the necessary path to mitigation. PCI Audits help to ensure that an organization accepting credit cards are maintaining the latest security standards.

“Away Transactions” means any transactions routed to the CUSIOP Hub.

“CCRMA” means the Cameron County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

“CSC” means Customer Service Center, where staff will help to manage customer inquiries, disputes, and resolutions for the Project. For the purposes of this Project, the CSC will be managed by CCRMA.

“Customer Confidential Information” means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, and driver's license information.

“CUSIOP Hub” means the Central United States Interoperable Hub, which processes Transponder Transactions not processed by HCTRA.

“Debt Collections Vendor” means the entity procured by and providing Debt Collection Services to CCRMA.

“Debt Collection Service” or “Toll Debt Collection Service” means the work necessary to collect outstanding debts due to the non-payment of 1) tolls, 2) Administrative Fees, and 3) other debts owed to CCRMA and HCRMA.

“Design and Process Documents” means final system design documents for the BOS (including the System Detailed Design Document, Standard Operating Procedures, Business Rules, Key Performance Indicators, Service Level Agreement Indicators, and reports as accepted by the HCRMA and amendments thereto would require acceptance by the HCRMA. The Design and Process Documents shall conform with applicable CCRMA rules and procedures.

“DSS or Data Security Standards” is the term used for the standards set by the PCI for securing cardholder data.

“Effective Date” means the date this Agreement is approved by the HCRMA or the CCRMA, whichever is the last to occur.

“ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

“Fuego Back Office System” (or “Fuego BOS”) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a CSC, a Violation Enforcement Center, IOP participant, and a Host. Through HCTRA’s interlocal agreement with CCRMA (attached as Exhibit B) this instance of the BOS is branded the “Fuego BOS”.

“GAAP” means the Generally Accepted Accounting Principles; GAAP Rules are a set of accounting rules, standards, and procedures frequently issued by the Financial Accounting Standards Board (“FASB”) and used by all accredited accounting firms within the United States.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

“HCTRA” means the Harris County Toll Road Authority, a department of Harris County and county toll road authority.

“Interface Control Document” (ICD) means the document setting forth interface standards for HCTRA’s back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA’s back office and the ETCS, as such document may be revised or updated by HCTRA or HCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

“IOP Fees” means the costs incurred by the HCRMA for processing transactions that are routed to the CUSIOP Hub.

“KPIs” means Contract Key Performance Indicators, a series of metrics used to determine performance and efficiency in achieving agreed upon goals.

“Non-Complying Transaction” means a toll transaction that is submitted to HCTRA's back office, but that HCTRA returns to HCRMA rather than processes for payment because HCRMA does not submit all of the information required by the Business Rules or ICD.

“Non-Revenue Transaction” means a transaction for which no toll is required. These include, but are not limited to, transactions involving authorized emergency vehicles, military vehicles, and vehicles qualifying for free passage under § 372.053, Texas Transportation Code.

“Parties” means the Hidalgo County Regional Mobility Authority (“HCRMA”) and Cameron County Regional Mobility Authority (“CCRMA”).

“PCI” or “Payment Card Industry” means the term set forth by businesses and organizations that deal with cardholder data.

“Project” has the meaning set forth in the Recitals.

“Process and Design Documents” means the series of documents developed to help guide design, testing, and implementation of the Project and Tolling Services, which may include, Standard Operating Procedures (SOPs), on topics such as financial, customer/violation dispute, or business rules, requirements, Key Performance Indicators (KPIs) / Service Level Agreements (SLA), and reports.

“Readable Video Image” means an image produced by HCRMA's ETCS and transmitted to Fuego BOS in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.

“Roadside Toll Collection System” or “ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

“Service Commencement Date” means the date determined in the advanced written notice(s) HCRMA will provide to CCRMA at least thirty (30) days prior to each new segment of the Project being completed, ready for normal and continuous operations and use by the traveling public, and ready to be tolled.

“Tolling Services” means all services, materials, equipment, and work products provided by CCRMA for the Project as defined in Section III, including the scope of services and the level of service described therein.

“Toll Violation” means a failure or refusal to pay the toll imposed by HCRMA for operation of a vehicle on the Project or failure to comply with high occupancy vehicle rules and requirements, if any.

“Toll Invoice” means a notice prepared and sent by HCTRA to collect tolls and Administrative Fees associated with violations.

“Transaction” or “Transactions” means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

“Transition Plan” means a plan jointly developed by CCRMA and HCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from CCRMA to HCRMA without the loss of data or interruption in the collection of tolls.

“Transponder Transaction” means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA's back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

“Users” means the registered owner of a vehicle traveling on the Project.

“Video Transaction” means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA's back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which HCRMA transmits to HCTRA's back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

EXHIBIT B
CCRMA & HCTRA Agreement



Harris County, Texas

1001 Preston St., Suite 934
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-3886

Agenda Date: 7/18/2023

Agenda #: 158.

Department: Toll Road Authority

Department Head/Elected Official: Roberto Treviño, P.E., Executive Director

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): N/A

Vendor/Entity Legal Name (if applicable): Cameron County Regional Mobility Authority

MWDBE Contracted Goal (if applicable): N/A

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Request Summary (Agenda Caption):

Request for approval of an Interlocal Agreement with Cameron County Regional Mobility Authority for interoperability and tolling services.

Background and Discussion:

This agreement will provide seamless interoperability between Harris County Toll Road Authority and Cameron County Regional Mobility Authority. HCTRA shall provide Cameron County Regional Mobility Authority (CCRMA) transponders in exchange for CCRMA providing HCTRA customer account information of the CCRMA current customers and international customers. This allows HCTRA to recognize international freight carriers and CCRMA customers as good paying customers. Additionally, this Agreement will allow HCTRA and CCRMA to begin working towards providing interoperability tolling services. A future amendment will be necessary to address financial terms and processing.

Agreement will be for five years and will automatically renew for an additional five years at the end of each expiring year, unless a Party terminates per terms of the Agreement.

Expected Impact:

This Agreement will increase interoperability of other toll operators and provide HCTRA with an opportunity to capture data not currently accessible.

Presented to Commissioners Court

Alternative Options:

No other identified solution for this identified need.

July 18, 2023

Alignment with Goal(s):

Approve: E/G

_ Justice and Safety

File #: 23-3886

Agenda Date: 7/18/2023

Agenda #: 158.

- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☒ Transportation
- ☐ Flooding
- ☐ Environment
- ☐ Governance and Customer Service

Prior Court Action (if any):

Date	Agenda Item #	Action Taken

Location:

Address (if applicable): N/A

Precinct(s): Countywide

Fiscal and Personnel Summary

Service Name			
	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do NOT write values in thousands or millions)			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$	\$	\$
Total Incremental Expenditures	\$	\$	\$
Funding Sources (do NOT write values in thousands or millions)			
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$	\$	\$
Personnel (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
Total Personnel	-	-	-

File #: 23-3886

Agenda Date: 7/18/2023

Agenda #: 158.

Anticipated Court Date: July 18, 2023

Anticipated Implementation Date (if different from Court date): N/A

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Nicole Stuttz, Chief of Staff, Harris County Toll Road Authority

Attachments (if applicable): Agreement (partially executed)

INTERLOCAL AGREEMENT

FOR

TOLLING SERVICES

May 2, 2023

between

Cameron County

Regional Mobility Authority

and

Harris County

TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT ("Agreement"), by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a local government corporation organized under the laws of the State of Texas ("CCRMA") and HARRIS COUNTY, a body corporate and politic organized under the laws of the State of Texas, acting by and through Harris County Toll Road Authority (HCTRA) is executed to be effective the ____ day of _____, 2023 ("Effective Date").

RECITALS:

- A. CCRMA and Harris County (each a "Party," together "Parties") are entering into this Agreement pursuant to which Harris County will provide interoperability and tolling services as defined herein in this Agreement for CCRMA toll road(s) in Cameron County, Texas, which are opened to the traveling public (collectively called "the Project").
- B. Pursuant to Section 370.033(5) of the Texas Transportation Code, CCRMA is authorized to enter into contracts or operating agreements with a similar authority, another governmental entity, or an agency of the United States.
- C. Pursuant to Section 284.003 of the Texas Transportation Code Harris County is authorized to operate and maintain a toll project located within and outside Harris County. Harris County seeks to improve interoperability of the Project through the Harris County Toll Road Authority ("HCTRA"), a department of Harris County.
- D. Pursuant to the Interlocal Cooperation Act (Tex. Gov't Code, Chapter 791), CCRMA and Harris County are authorized to contract with other governmental entities and political subdivisions.
- E. Pursuant to Commissioners Court Order dated _____, 2023, the Harris County Commissioners Court has approved this Agreement and authorized the Harris County Judge to execute and deliver this Agreement on behalf of Harris County.
- F. Pursuant to a Resolution adopted by the Board of Directors of the Cameron County Regional Mobility Authority dated _____, 2023, the Cameron County Regional Mobility Authority has approved this Agreement and authorized its Chairman to execute and deliver this Agreement on behalf of CCRMA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, CCRMA and Harris County agree as follows:

AGREEMENT:

1. Consideration.

Harris County shall provide CCRMA Fuego transponders in exchange for CCRMA providing HCTRA customer account information of the current Fuego customers, CCRMA Fuego transponders and international customers.

2. Definitions. Unless otherwise defined herein, terms with initial capital letters and abbreviations used in this Agreement have the definitions set forth in Exhibit A.

3. Engagement, Term and Termination.

a. CCRMA and Harris County will work towards providing interoperability tolling services on the Project and such tolling services in accordance with the provisions hereof. The term ("Term") of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least 180 days before the end of the Term.

b. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than 180 days prior to the stated termination date. Harris County will continue to provide tolling services as provided in this Agreement occurring up to the termination date.

c. This Agreement may also be terminated upon agreement of the Parties.

4. Harris County Responsibilities.

a. Harris County will provide CCRMA Fuego transponders as requested by CCRMA.

b. HCTRA shall provide 75,000 Fuego transponders to CCRMA.

c. Harris County shall provide transponder technology which meets CCRMA specifications on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Harris County's standard and practices regarding transponder design, engineering, and functionality which it performs such services and functions for its own facilities, and (ii) at the same level of service Harris County provides customers on its own toll facilities.

5. CCRMA Responsibilities.

a. To facilitate Harris County's performance of interoperability and tolling services, CCRMA will provide Harris County with account information including but not limited to the name, address, and license plate information of current Fuego customers.

b. CCRMA will provide Harris County with account information of international customers including but not limited to the name, address, and international license plate information of current CCRMA customers.

6. Cooperative Efforts.

a. The Parties will make appropriate representatives available to help each other promptly resolve issues arising in connection with their performance under this Agreement.

b. The Parties will cooperate to maximize Fuego transponder penetration in the CCRMA region. The CCRMA will incorporate and coordinate with HCTRA any meetings with Mexico dealing with the interoperability of FUEGO Tag and HCTRA will assist with resources to achieve the interoperability with Mexico.

c. The Parties shall provide sufficient information, manuals, and training to the other party to ensure compliance with the terms of this Agreement.

d. The Parties shall provide advance notice of any change in marketing activities or publicity that affect the other party's operations or performance under this Agreement.

e. provide each other with information for purposes of training each Party's customer service personnel to respond to customer inquiries concerning operation of the Project.

f. The Parties will seek cost effective ways to continuously improve tolling services including, but not limited to exploring opportunities with CCRMA's back office operation and CCRMA's electronic toll collection system.

7. Confidential Information. The Parties will maintain Customer Confidential Information, including any Mexican vehicle information shared under this Agreement, as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, Harris County is required to maintain compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) for cardholder information within its systems. Harris County will not provide CCRMA with Customer Confidential Information in any reports; however, Harris County will provide CCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by CCRMA.

8. Records and Audit Rights.

HCTRA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to Harris County's performance of this Agreement, including electronic data of or relating thereto and data and other information relevant to the fees that HCTRA charges to CCRMA and Users. HCTRA will make these books and records available during normal business hours for audit and inspection by CCRMA and and/or CCRMA's designees, at the location where such books and records are customarily maintained. HCTRA will provide to CCRMA and its designee copies of such records upon request and at CCRMA's expense. HCTRA will retain the books and records described in this Section 8 for a minimum of five years after the date the record or document is generated. Any records relating to claims and disputes

between the Parties, or any known third-party claim against Harris County or CCRMA, will be retained until such claims or disputes are finally resolved.

Harris County will allow CCRMA access to the Back Office System for financial and transactional reports related to the Project. CCRMA may request reports containing additional information but must reimburse Harris County for its design and programming costs.

9. Remedies. If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of [60] days after written notice is given by the other Party specifying said failure, the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section 10 before exercising the remedies in this section.
10. Dispute Resolution Procedures. Any disputes between the Parties concerning this Agreement that cannot be resolved at the staff level will be referred to HCTRA's Executive Director or his/her designee and CCRMA's Chairperson or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section 10. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date. The Parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties will satisfy the requirement for alternative dispute resolution by participating in non-binding mediation, unless otherwise agreed to by the Parties.
11. Transition Upon Termination. Harris County will assist CCRMA and cooperate in providing a smooth transition of tolling services and transfer data from HCTRA to CCRMA upon the termination of this Agreement. Harris County and CCRMA will cooperate in development of a Transition Plan, which will include (i) transition of collection and customer service; and (ii) transfer of data identified in the Transition Plan from HCTRA to CCRMA. Harris County will continue to provide services as provided in this Agreement until the date designated in the Transition Plan.
12. Successors and Assigns.
 - a. Neither CCRMA nor Harris County may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
 - b. This Agreement will bind and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.
13. No Third-Party Beneficiaries. Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.
14. Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the

remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

15. Written Amendments. Any changes in the character, agreement, terms and/or responsibilities of the Parties (as detailed in Sections 4-8) must be enacted through a written amendment and executed by the Parties. A written amendment pursuant to this section may consist of a written communication, including signed letter via e-mail, between the Parties reflecting same. The parties intend for the Texas Uniform Electronic Transactions Act, *i.e.*, TEX. BUS. & COM. CODE § 322.001 *et seq.* to govern this Agreement to the extent applicable.

16. Notices. All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, addressed to such Party at the following respective addresses:

If to HARRIS COUNTY:

Harris County
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:

Harris County Toll Road Authority
7701 Wilshire Place Dr.
Houston, Texas 77040
Attention: Executive Director

If to CCRMA:

Frank Parker, Jr, Chairman
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

With copy to:

Pete Sepulveda, Jr, Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

17. Limitations. All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of CCRMA or Harris County will have any personal obligations or liability hereunder.

18. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between the Parties, or any joint enterprise.

19. Exhibits. Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.

20. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

21. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word "will" in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word "including" is used, it is deemed to mean "including, without limitation,"

22. Captions. The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

23. Governing Law. The laws of the State of Texas shall govern this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

25. To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to TEX. GOV'T CODE § 791.025 to the extent applicable.

26. Future Business Opportunities. HCTRA agrees that any future business opportunities concerning international bridges or other regional mobility authorities along the Texas-Mexico Border will be handled as part of the Project with the CCRMA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by six multiple counterparts on the dates shown below, effective on the Effective Date.

APPROVED AS TO FORM:

CHRISTIAN MENEFEE

Harris County Attorney

DocuSigned by:
By: Marcy Linebarger
MARCY LINEBARGER
Senior Assistant County Attorney

HARRIS COUNTY

DocuSigned by:
By: Lina Hidalgo
LINA HIDALGO
County Judge

Date: July 18, 2023

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

DocuSigned by:
By: Frank Parker, Jr
FRANK PARKER, JR
Chairman

Date: 7/17/2023

ATTESTED TO:

DocuSigned by:
By: Arturo Nelson 7/17/2023
Arturo Nelson,
Secretary

EXHIBIT A

DEFINITIONS

As used in the foregoing agreement, the following terms have the respective meanings indicated:

“Back Office System” (BOS) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a Customer Service Center, a Violation Enforcement Center, IOP Peer, and a Host.

“Customer Confidential Information” means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information and driver’s license information.

“ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

“Interface Control Document” or ICD” means the document setting forth interface standards for HCTRA’s back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA’s back office and the ETCS, as such document may be revised or updated by HCTRA or CCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

“Interoperable Transaction” means Transponder Transactions involving Toll Operators other than HCTRA.

“Project” has the meaning set forth in the Recitals.

“Roadside Toll Collection System” or “ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

“Service Commencement Date” means (i) the Effective Date of this Agreement with respect to all lanes that are open for normal and continuous operations and use by the traveling public on that date, and (ii) the date upon which additional lanes of the Project or segments of the Project are opened by CCRMA for normal and continuous operations and use by the traveling public.

“Tag Validation List” means the consolidation of the Transponder Issuers’ master tag validation lists and updates of all known transponders and their current known status that is created by HCTRA and electronically distributed by HCTRA to CCRMA and/or its integrator.

“Toll Operator” means any Person, who or which (a) manages and operates a tolled roadway in the State of Texas, and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

“Transaction or Transactions” means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

“Transition Plan” means a plan jointly developed by Harris County and CCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from Harris County to CCRMA without the loss of data or interruption in the collection of tolls.

“Transponder Issuer” means any Person, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State of Texas and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

“Transponder Transaction” means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA’s back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

“User(s)” means the registered owner of a vehicle traveling on the Project.

“Video Transaction” each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA’s back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which CCRMA transmits to HCTRA’s back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

EXHIBIT C

Revenue Flow and Timing

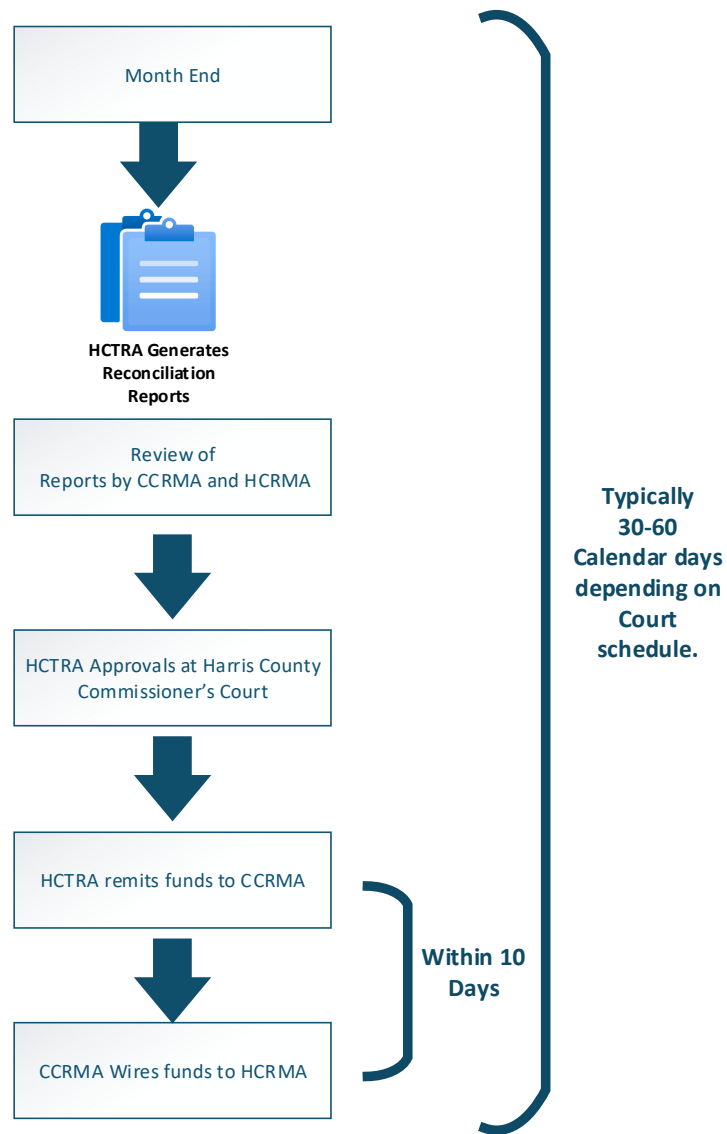


EXHIBIT D

The CCRMA would provide the following in support of HCRMA Toll Operations:

1. Access to the Fuego Back Office System (BOS) developed / supported by Harris County Toll Road Authority (HCTRA) which provides the following services for HCRMA Toll Operations to serve HCRMA Toll Customers (but not limited to):
 - a. Customer Relationship Management (CRM) System
 - b. AVI Transaction Processing
 - c. Image-based Transaction Processing / Pay-by-Mail Processing including Image Review
 - d. Accounting Module that includes Comprehensive Reconciliation & Auditability
 - e. External Website for Customer Service (Self Service)
 - f. Issue Monitoring
 - g. Inventory Tracking
 - h. Reporting
 - i. CSC staff onboarding (e.g. job postings, application review, and background checks)
 - j. Training (provided by CCRMA through access of HCTRA training support)
2. Fuego Tags for distribution to HCRMA Toll Customers that provides HCRMA Toll Customers Interoperability across the Central United States Interoperability Hub (CUSIOP Hub) and associated IOP Hubs that come online in the future.
3. CCRMA Toll Administration support during onboarding to the Fuego BOS, integration testing between the HCRMA TSI and HCTRA BOS team, and pre/post Go-Live of HCRMA Toll Operations. CCRMA Toll Administration support includes effort from the Executive Director, Chief Financial Officer, Toll Operations Administrator, Chief Development Engineer, and IT Manager toward the goals of establishing and supporting HCRMA Toll Operations.
4. CCRMA Customer Service Center (CSC) support of HCRMA Toll Operations for processing and customer support of HCRMA Toll Customers.
5. CCRMA shall not be entitled to retain any Administrative Fees as compensation for Tolling Services. CCRMA CSC Support will be invoiced monthly to the HCRMA.

Items 1 through 3 above would be provided as in-kind under this Agreement.

Item 4 would be provided based on the estimated staffing effort outlined in Tables D-1 and D-2 below. Additionally:

1. HCRMA and CCRMA shall agree to a start-up and hiring schedule in anticipation of the HCRMA 365 Go-Live.
2. HCRMA and CCRMA may need to coordinate adjustments in accordance with Section VI, subsection d, as HCRMA undergoes its CSC services roll-out, sustained HCRMA Toll Operations, and other trends affecting CCRMA and HCRMA toll transactions that may occur over time.

3. Compensation will be limited to the cost of CSR and CSR Lead labor and overhead, allocated proportionately to HCRMA and CCRMA in accordance with the volume of toll transactions originating on their respective tolled facilities.
4. HCRMA reserves the right to request an adjustment in CSC staffing based on performance against agreed upon KPIs and SLAs as noted in the Process and Design Documents detailed in Section IV, subsection h.
5. HCRMA will employ onsite personnel to provide CSR functions within HCRMA premises for local servicing. Services will be limited to:
 - a. Facilitate customer account activities, through self-service methods, including:
 - a. account opening,
 - b. account service resolution, and
 - c. account maintenance.
 - b. Facilitate account payments by credit card. HCRMA will not accept any cash payments or perform payments themselves. Customers will be directed towards a self-service payment network to replenish or perform any account payments.
 - c. CCRMA will train and support the onsite HCRMA CSR through the in-kind CCRMA Toll Administration support.

Table D-1. Projected CSC Staffing

CCRMA		HCRMA	
CSC Staff	CSC Cost	CSC Staff	CSC Cost
(1) Supervisor	\$ 84,085		
(1) Toll Clerk	\$ 47,178		
(2) Lead CSR's	\$ 118,981	(2) Lead CSR's	\$ 118,981
(1) BOS Specialist	\$ 52,162		
(8) CSR	\$ 387,107	(4) CSR	\$ 193,554
Indirect / OH Cost	\$ 50,000	Indirect / OH Cost	\$ 25,000
Total	<u>\$ 739,513</u>		<u>\$ 337,535</u>

Notes:

1. CSC Costs are in 2025 dollars.
2. The cost to HCRMA will be determined based on CSC staffing salaries, inclusive of both direct and indirect costs. An annual escalation may be applied, driven by merit-based salary increases or cost-of-living adjustments introduced at the start of each fiscal year. This escalation will be based on the actual costs incurred from these adjustments.

Table D-2. Projected CSC Cost

Year	CCRMA		HCRMA	
	TOLL TXN	CSC Cost	TOLL TXN	CSC Cost (Staff)
2026	4,854,840	\$ 776,489	4,642,000	\$ 354,412
2027	5,218,953	\$ 815,313	5,748,000	\$ 372,132
2028	5,610,374	\$ 856,079	6,914,000	\$ 390,739
2029	6,031,152	\$ 898,883	8,141,000	\$ 410,276
2030	6,483,488	\$ 943,827	9,431,000	\$ 430,790
2031	6,969,750	\$ 991,018	10,784,000	\$ 452,329
2032	7,492,481	\$ 1,040,569	11,136,000	\$ 474,946
2033	8,054,417	\$ 1,092,598	11,487,000	\$ 498,693
2034	8,658,498	\$ 1,147,227	11,841,000	\$ 523,628
2035	9,307,885	\$ 1,204,589	12,197,000	\$ 549,809

Notes:

1. Forecast costs are shown here, escalated at 5%. The actual cost to HCRMA will be determined based on CSC staffing salaries, inclusive of both direct and indirect costs. An annual escalation may be applied, driven by merit-based salary increases or cost-of-living adjustments introduced at the start of each fiscal year. This escalation will be based on the actual costs incurred from these adjustments.
2. In no case shall the CSR Labor costs attributable to HCRMA exceed its proportional share of overall toll transactions.