

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: WEDNESDAY, MAY 16, 2012
TIME: 5:30 PM
PLACE: PHARR CITY HALL – 2nd Floor
CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER

PUBLIC COMMENT

1. REPORTS

- A. Update on Pass Through Projects – Jody Ellington, TxDOT
- B. Update on MPO – Andrew Canon, Director HCMPO
- C. HCRMA Roadway System Projects – Louis Jones, Dannenbaum Engineering Corporation
- D. Update on Project Finance – Richard Ramirez/Troy Madres, First Southwest

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

- A. Approval of Minutes for Regular Meeting held April 18, 2012, Workshop held April 24, 2012 and Special Meeting held May 2, 2012
- B. Approval of Expense Report for Period from April 18, 2012 to May 9, 2012
- C. Approval of Financial Report for April 2012

3. REGULAR AGENDA

- A. None

4. RESOLUTIONS

- A. Authorization to remove Dennis Burleson as a signatory on all First National Bank Accounts and include Ricardo Perez as a signatory on the Debt Service Account

5. CHAIRMAN'S REPORT

- A. Discussion, consideration and action approving Investment Policy and designating an Investment Officer – **Resolution 2012-14**
- B. Discussion, consideration and action approving Agreement with Integ, Inc. – **Resolution 2012-16**
- C. Election of Vice-Chairman and Secretary/Treasurer

6. TABLED ITEMS

- A. Discussion, consideration and action on Work Authorization No. 2 to expedite the development of the La Joya Relief Route to approve Dannenbaum Engineering (Program Manager) to provide Engineering/Environmental Services to update and obtain TXDOT/FHWA approval for the La Joya Relief Route Phase I Schematic, Environmental Document – **Resolution 2011-43**

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

- A. Consultation with Board Attorney regarding Agreement with Integ, Inc. (Section 551.071 T.G.C.)
- B. Consultation with Board Attorney regarding Dannenbaum Work Orders No. 1 and 4 (Section 551.071 T.G.C.)

ADJOURNMENT

PUBLIC COMMENT POLICY

Public Comment Policy: “At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies.”

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 bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 11th day of May, 2012 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-969-5822 at least 24 hours before the meeting.

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

| | | | |
|---------------------|-------------------|----------------|------------------------|
| BOARD OF DIRECTORS | <u> X </u> | AGENDA ITEM | <u> 2A </u> |
| PLANNING COMMITTEE | <u> </u> | DATE SUBMITTED | <u> 5/8/12 </u> |
| FINANCE COMMITTEE | <u> </u> | MEETING DATE | <u> 5/16/12 </u> |
| TECHNICAL COMMITTEE | <u> </u> | | |

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD APRIL 18, 2012, WORKSHOP HELD APRIL 24, 2012 AND SPECIAL MEETING HELD MAY 2, 2012**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of minutes for Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held April 18, 2012, Workshop held April 24, 2012 and Special Meeting held May 2, 2012.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: Yes No X N/A

Funding Source:
5. Staff Recommendation: **Motion to approve the minutes for the Regular Meeting held April 18, 2012, Workshop held April 24, 2012 and Special Meeting held May 2, 2012 by the Board of Directors.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: X Approved Disapproved None
8. Executive Director's Recommendation: X Approved Disapproved None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Regular Meeting on **Wednesday, April 18, 2012**, at 5:30 pm at the Alamo City Hall, 420 North Tower Road, Alamo, Texas, with the following present:

| | | |
|----------------|-----------------------------|------------------------|
| Board Members: | Dennis Burleson, Chairman | HCRMA |
| | Michael Cano, Vice-Chairman | HCRMA |
| | Ricardo Perez, Director | HCRMA |
| | Joe Olivarez, Director | HCRMA |
| | Forrest Runnels, Director | HCRMA |
| | Alonzo Cantu, Director | HCRMA |
| | R. David Guerra, Director | HCRMA |
| Staff: | Pilar Rodriguez | HCRMA |
| | Flor E. Koll | HCRMA |
| | Dan Rios | HCRMA |
| | Blakely Fernandez | HCRMA |
| | Louis Jones | Dannenbaum Engineering |

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM
Chairman Burleson called the meeting to order at 5:30 pm.
2. PUBLIC COMMENT
None
3. GENERAL BUSINESS ITEMS – Pilar Rodriguez
 - A. Consideration and Approval of Minutes for March 28, 2012
Motion by Michael Cano, with a second by David Guerra, to approve minutes for the meeting of March 28, 2012. Motion Carried.
 - B. Consideration and Approval of Expense Report for April 2012
Motion by Joe Olivarez, with a second by Michael Cano, to approve expense report for April 2012. Motion Carried.
 - C. Consideration and Approval of Financial Reports - Cheryl Bellamy, SAS, LLP
Motion by David Guerra, with a second by Ricardo Perez, to approval financial reports. Motion carried.
4. REPORTS – Pilar Rodriguez
 - A. Update on Pass Through Projects – Jody Ellington, TxDOT
 - B. Update from MPO on funding and RMA projects – Andrew Canon, Director HCMPO
 - C. HCRMA Roadway System Projects – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation
 - D. Update on Work Authorization #1 with Dannenbaum Engineering – Louis Jones, Program Manager
 - E. Update on Project Finance – Richard Ramirez/Troy Madres, First Southwest
5. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Pilar Rodriguez

Motion by David Guerra, with a second by Alonzo Cantu, to table items 5A, 5B, 5C, 5D, 5E, 5F, and 5G. Motion carried.

Program Manager – Louis Jones

- A. Discussion, consideration and action on Work Authorization No. 4 Dannenbaum Engineering (Program Manager) for engineering management, partial operation implementation, public outreach tasks associated with IBTC, TCC modified, and US 281 Military Highway, including environmental tasks associated with local environmental clearance of the IBTC and the federal environmental clearance of the TCC modified – **Resolution 2012-07**

Environmental – Louis Jones

- B. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the IBTC Project – **Resolution 2012-08**
- C. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the TCC Project – **Resolution 2012-09**

Design & Surveying – Louis Jones

- D. Discussion, consideration and action amending and restating professional engineering services agreement with L&G Engineering under Resolution 2011-08 for the modified TCC change limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – **Resolution 2012-10**
- E. Discussion, consideration and action amending and restating professional services agreement with S&B Infrastructure under Resolution 2011-08 for the modified TCC change in limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – **Resolution 2012-11**
- F. Discussion, Consideration and action cancelling existing contracts for design and engineering services for the Trade Corridor Connector and authorizing a new procurement for the selection of professional engineering services for SH365 / TCC (Modified) Project with the limits from FM 396 (Anzalduas Rd.) to US 281 / Military Road; such procurement may include the selection of multiple engineers. **Resolution 2012-12**
- G. Discussion, consideration and action authorizing an amendment to the IBTC request for qualifications for professional services to include environmental services to federally clear the IBTC and perform low level aerial flight for topography, republish the procurement and establish dates for submission of proposals, interviews, and selection. **Resolution 2012-17**
- H. Discussion, consideration and action on cancelling procurement for La Joya Relief Route – **Resolution 2012-19**
No action.

6. CHAIRMAN’S REPORT – Dennis Burleson

Financial and Legal Action Items

- A. Discussion, consideration and action approving Investment Policy and Committee – **Resolution 2012-14**
No action.
- B. Discussion, consideration and action approving Agreement with Integ, Inc. – **Resolution 2012-16**
Motion by David Guerra with a second by Joe Olivarez to remove this item from the table. Motion carried.

Chairman Burleson recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 - Consultation with Attorney for Items 6B.

Motion by Michael Cano, with a second by David Guerra, to accept the recommendation for the basis of discussion in Executive Session under the section cited by the Chairman. Motion carried.

Chairman Burleson recessed the meeting at 6:15 pm to go into Executive Session. Chairman Burleson reconvened the meeting at 6:40 pm with the following action taken on the Executive Session items:

Consultation with Board Attorney regarding agreement with Integ, Inc. (T.G.C. 551.071)
No action taken.

- 7. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
 - A. Section 551.071. Consultation with Attorney
 - B. Section 551.072. Deliberation Regarding Real Property
 - C. Section 551.074. Personnel Matters

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:43 pm.

Dennis Burleson, Chairman

Attest:

Joe Olivarez, Secretary/Treasurer

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Workshop on **Tuesday, April 24, 2012**, at 3:00 pm at the McAllen Convention Center, Administrative Conference Room, 700 Convention Center Boulevard, McAllen, Texas, with the following present:

| | | |
|----------|-----------------------------------|---------------------------------|
| Present: | Dennis Burleson, Chairman | HCRMA |
| Absent: | Michael Cano, Vice-Chairman | HCRMA |
| | Joe Olivarez, Secretary/Treasurer | HCRMA |
| | Ricardo Perez, Director | HCRMA |
| | Forrest Runnels, Director | HCRMA |
| | Alonzo Cantu, Director | HCRMA |
| | R. David Guerra, Director | HCRMA |
| Others: | Jeff Austin, Commissioner | Texas Transportation Commission |
| | Judge Ramon Garcia | Hidalgo County Judge |
| Staff: | Pilar Rodriguez | HCRMA |
| | Flor E. Koll | HCRMA |
| | Louis Jones | Dannenbaum Engineering |
| | Mario Jorge | TxDOT |
| | Caroline Love | TxDOT |
| | Bobby Villarreal | Hidalgo County Judge’s Office |
| | Andrew Canon | HCMPO |

CALL TO ORDER

Chairman Burleson called the workshop to order.

The Hidalgo County Regional Mobility Authority met with Commissioner Jeff Austin to discuss Transportation and Mobility Issues in Hidalgo County. No action was taken at this workshop.

ADJOURNMENT

The workshop was adjourned at 3:50 pm.

Dennis Burleson, Chairman

Attest:

Joe Olivarez, Secretary/Treasurer

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

The Hidalgo County Regional Mobility Authority Board of Directors convened a Special Meeting on **Wednesday, May 2, 2012**, at 5:30 pm at the City of San Juan Fire Station No. 2, 2301 North Raul Longoria Drive, San Juan, Texas, with the following present:

| | | |
|----------------|-----------------------------|------------------------|
| Board Members: | Dennis Burleson, Chairman | HCRMA |
| | Michael Cano, Vice-Chairman | HCRMA |
| | Ricardo Perez, Director | HCRMA |
| | Joe Olivarez, Director | HCRMA |
| | Forrest Runnels, Director | HCRMA |
| Absent: | Alonzo Cantu, Director | HCRMA |
| | R. David Guerra, Director | HCRMA |
| Staff: | Pilar Rodriguez | HCRMA |
| | Flor E. Koll | HCRMA |
| | Dan Rios | HCRMA |
| | Louis Jones | Dannenbaum Engineering |
| | Godfrey Garza | Integ, Inc. |

CALL TO ORDER

Chairman Dennis Burleson called the meeting to order.

PUBLIC COMMENT

The following individual(s) addressed the Board of Directors: Juan Jose “JJ” Rodriguez, City Manager – San Juan

1. GENERAL BUSINESS ITEMS

A. None

2. REPORTS

A. None

3. ACTION ITEMS

A. None

4. TABLED ITEMS

Motion by Michael Cano, with a second by Forrest Runnels, to remove items 4A, 4B, 4C, 4D, 4E, 4F, 4G and 4H from the table. Motion carried.

- A. Discussion, consideration and action on Work Authorization No. 4 Dannenbaum Engineering (Program Manager) for engineering management, partial operation implementation, public outreach tasks associated with IBTC, TCC modified, and US 281 Military Highway, including environmental tasks associated with local environmental clearance of the IBTC and the federal environmental clearance of the TCC modified – Resolution 2012-07

Motion by Michael Cano, with a second by Ricardo Perez, to approve Dannenbaum Work Authorization No. 4 in the amount of \$891,814.61 leaving a maximum fee balance of \$3,140,474.80. Motion Carried.

- B. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the IBTC Project – Resolution 2012-08
Motion by Michael Cano, with a second by Joe Olivarez, to approve Atkins North America, Inc. supplemental No. 6 for no net change in the contract amount, which remains at \$2,912,691. Motion Carried.
- C. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the TCC Project – Resolution 2012-09
Motion by Joe Olivarez, with a second by Michael Cano, to approve Atkins North America, Inc. supplemental No. 1 in the amount of \$29,534 for a revised contract amount of \$548,667. Motion Carried.
- D. Discussion, consideration and action amending and restating professional engineering services agreement with L&G Engineering under Resolution 2011-08 for the modified TCC change limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – Resolution 2012-10
Motion by Joe Olivarez, with a second by Ricardo Perez, to approve L&G Engineering Work Authorization No. 1 in the amount of \$998,837.67 leaving a maximum fee balance in the amount of \$4,888,704.80. Motion Carried.
- E. Discussion, consideration and action amending and restating professional services agreement with S&B Infrastructure under Resolution 2011-08 for the modified TCC change in limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – Resolution 2012-11
Motion by Ricardo Perez, with a second by Joe Olivarez, to approve S&B Infrastructure Work Authorization No. 1 in the amount of \$887,287.51 leaving a maximum fee balance in the amount of \$3,476,665.20. Motion Carried.
- F. Discussion, Consideration and action cancelling existing contracts for design and engineering services for the Trade Corridor Connector and authorizing a new procurement for the selection of professional engineering services for SH365 / TCC (Modified) Project with the limits from FM 396 (Anzalduas Rd.) to US 281 / Military Road; such procurement may include the selection of multiple engineers - Resolution 2012-12
Motion by Michael Cano, with a second by Forrest Runnels, to disapprove request to cancel existing contracts for design and engineering services for the SH365/Trade Corridor Connector. Motion Carried.
- G. Discussion, consideration and action authorizing an amendment to the IBTC request for qualifications for professional services to include environmental services to federally clear the IBTC and perform low level aerial flight for topography, republish the procurement and establish dates for submission of proposals, interviews, and selection - Resolution 2012-17
Motion by Joe Olivarez, with a second by Ricardo Perez, to authorize amending the request for qualification for the IBTC to include environmental services. Motion Carried.
- H. Discussion, consideration and action on cancelling procurement for La Joya Relief Route – Resolution 2012-19
Motion by Ricardo Perez, with a second by Joe Olivarez, to cancel procurement for the La Joya Relief Route. Motion Carried.

5. CHAIRMAN’S REPORT

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)

On behalf of the Presiding Officer, the Board Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 - Consultation with Attorney for Items 6A and 6B.

Motion by Michael Cano, with a second by Joe Olivarez, to accept the recommendation for the basis of discussion in Executive Session under the section cited by the Board Attorney. Motion carried.

Chairman Burleson recessed the meeting at 5:56 pm to go into Executive Session. Chairman Burleson reconvened the meeting at 6:20 pm with the following action taken on the Executive Session items:

A. Consultation with Board Attorney regarding agreement with Integ, Inc. (T.G.C. 551.071)

No action taken.

B. Consultation with Board Attorney regarding Dannenbaum Work Order No. 1 (T.G.C. 551.071)

No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:21 pm.

Dennis Burleson, Chairman

Attest:

Joe Olivarez, Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2B
 5/8/12
 5/16/12

1. Agenda Item: **APPROVAL OF EXPENSE REPORT FOR APRIL 18, 2012 THROUGH MAY 9, 2012**

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

Consideration and approval of expense report for the period of April 18, 2012 through May 9, 2012.

3. Policy Implication: Board Policy, Local Government Code

4. Budgeted: X Yes X No N/A

Funding Source: Vehicle Registration Fund Balance After Expenses \$5,587,270.46

| | |
|--|----------------------------|
| General Account | \$ 35,064.79 |
| Loop Account | \$203,174.01 |
| Debt Service Account | <u>\$148,347.02</u> |
| Total Expenses for Reporting Period | <u>\$386,585.82</u> |

5. Staff Recommendation: **Motion to approve the expense report for the period from April 18, 2012 to May 9, 2012 as presented.**

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

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

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



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: May 8, 2012
Re: **Expense Report for the Period from April 18, 2012 to May 9, 2012**

Attached is the expense report for the period commencing on April 18, 2012 and ending May 9, 2012.

Expenses for the General Account total \$35,064.79, for the Loop Account total \$203,174.01 and for the Debt Service Account total \$148,347.02. The aggregate expense for the reporting period is \$386,585.82.

Based on review by this office, approval of expenses for the reporting period is recommended in the aggregate amount of **\$386,585.82**.

This leaves a balance after expenses in the Vehicle Registration Fund of \$5,587,270.46.

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

HCRMA EXPENSE REPORT

May 16, 2012

General Account (Account No. 28003536)

| Code | Invoice # | Inv Date | Make Check Payable to: | Memo: | Amount | Ck # |
|-----------|-----------|----------|----------------------------------|----------------------|---------------------|------|
| 16200.000 | | | | Salary for F.E. Koll | \$ 3,330.70 | |
| 16200.000 | | | | Fringe | \$ 1,661.28 | |
| 16200.000 | | | | Indirect | \$ 1,641.86 | |
| 17150.000 | | | | Rent | \$ 86.40 | |
| 17220.000 | | | | AT&T | \$ 92.82 | |
| 17220.000 | | | | Sprint - | \$ - | |
| 16110.000 | | | | In house printing | \$ 62.39 | |
| 16620.000 | | | | In-house postage | \$ 17.50 | |
| 16600.000 | | | | Travel | \$ - | |
| LRGVDC | | | | | \$ 6,892.95 | |
| 16200.000 | | 05/07/12 | City of McAllen | PR Salary | \$ 7,594.60 | |
| 17120.000 | 9311 | 03/31/12 | Long Chilton | Audit Services | \$ 15,000.00 | |
| 17310.000 | | 04/30/12 | American Association of Notories | Notary Renewal | \$ 105.94 | |
| 17140.000 | 7001 | 04/18/12 | Office Depot | Supplies | \$ 586.00 | |
| 17140.000 | 3001 | 04/23/12 | Office Depot | Supplies | \$ 472.80 | |
| 17200.000 | 95075 | 05/07/12 | Salinas Allen Schmitt | April Services | \$ 850.00 | |
| 17100.000 | 10394 | 05/08/12 | Tuggey Fernandez, LLP | April Services | \$ 3,477.00 | |
| 17220.000 | | 04/30/12 | Verizon | May Services | \$ 85.50 | |
| | | | | | \$ 35,064.79 | |

Loop Account (Account No. 280003609)

| Code | Invoice # | Inv Date | Make Check Payable to: | Memo: | Amount |
|-----------|----------------|-----------|------------------------------|-------------------|----------------------|
| 28000.000 | 1138348 | 4/12/2012 | Atkins | IBTC | \$ 4,948.23 |
| 27100.000 | 10479 | 5/9/2012 | Law Office of Daniel G. Rios | Jan - May Service | \$ 7,425.00 |
| 28000.000 | 46520-01/06/XV | 05/08/12 | Dannenbaum | WA #1 | \$ 102,063.53 |
| 26600.000 | 625 | 04/30/12 | Integ | Fees for Apr 2012 | \$ 6,000.00 |
| 26600.000 | 626 | 05/01/12 | Integ | Fees for May 2012 | \$ 6,000.00 |
| 28000.000 | 7817 | 04/18/12 | Quintanilla Headley & Assoc | WA #1 | \$ 68,158.75 |
| 27100.000 | 10395 | 05/08/12 | Tuggey Fernandez, LLP | April Services | \$ 8,578.50 |
| | | | HCRMA | Reimburse GA Mar | \$ 16,186.37 |
| | | | | | \$ 203,174.01 |

Vehicle Registration (Account No. 280003617)

| Code | Invoice # | Inv Date | Make Check Payable to: | Memo: | Amount |
|-----------|-----------|----------|--|-------|---------------|
| 33000.000 | | | Hidalgo County Regional Mobility Authority | | \$ 148,347.02 |

Debt Service (Account No. 280003862)

| Code | Loan # | Inv Date | Make Check Payable to: | Memo: | Amount |
|-----------|------------|----------|------------------------|-------|---------------|
| 47320.000 | 1286007585 | | First National Bank | | \$ 148,347.02 |

Joe Daniel Olivarez, Secretary/Treasurer

Dennis Burleson, Chairman



Total

\$ 386,585.82

Approval Date

Lower Rio Grande Valley Development Council
311 North 15th Street
McAllen, Tx. 78501-4705

INVOICE

Phone # (956) 682-3481
Fax # (956) 631-4670

TO: NAME Hidalgo County Regional Mobility Authority
ADDRESS
CITY,STATE,ZIP

| DATE | CHARGES | BALANCE |
|------------|---|------------|
| 05/03/2012 | Salaries, Fringe and Indirect for Flor Koll for the month of April, 2012; Salaries \$3,330.70; Fringe \$1,661.28; and Indirect \$1,641.86 | \$6,633.84 |
| | Rent at Transit Building for the period 4/1 - 04/30/2012 | 86.40 |
| | AT&T (Invoice attached) | 92.82 |
| | In-House Printing | 62.39 |
| | In-House Postage | 17.50 |
| | Total | 6,892.95 |
| | Please make check payable to: | |
| | Lower Rio Grande Valley Development Council | |
| | Thank You. | |

Payment Voucher

Lower Rio Grande Valley Development Council

Posting Period: 04/30/12

Batch #: 3813

Vendor: 2108 AT & T MOBILITY
P O BOX 6463
CAROL STREAM IL 60197-6463

Run Date: 04/25/2012
Run Time: 12:02:30 pm
Page 2 of 2

Voucher Date: 04/25/2012
Due Date:

Voucher #: 65258
Amount: 3,308.68
Description: INV # 825189139X04132012 ACCT # 825189139
SERVICE: 3-6-2012 - 4-5-2012

| Element | Description | Project | GL Code | Description | PO # | Amount |
|---------|------------------------|---------|---------|----------------------|------|--------|
| 820012 | 1.1 ADMINISTRATION | 39512 | 57600 | Communications Phone | 0 | 436.61 |
| 206112 | 9-1-1 ADMINISTRATION | 31512 | 57600 | Communications Phone | 0 | 75.27 |
| 330907 | HCRMA / MPO | 36506 | 57600 | Communications Phone | 0 | 92.82 |
| 365012 | SOLID WASTE '11 | 36312 | 57600 | Communications Phone | 0 | 113.35 |
| 300211 | TASK 3 | 34511 | 57600 | Communications Phone | 0 | 32.00 |
| 201711 | ORCA 2011 | 30711 | 57600 | Communications Phone | 0 | 32.00 |
| 642812 | CAREGIVER SUPPORT COOR | 33212 | 57600 | Communications Phone | 0 | 42.24 |

17253455

1958100

Total:

3,308.68

Prepared by:

Approved by:

Payment Date:

AT & T MOBILITY

Voucher#

Paid Amount

Check #

Check Date

65258

3,308.68

68694

04/25/2012

COMMUNICATION

Costs Incurred:
Monthly Payment

| Monthly Payment | | CURRENT RATE | | TOTAL LINES | |
|-------------------|--------|--------------|-----------------|-------------|--------------|
| | | \$ | 20.53 | 44.00 | 903.32 |
| AT&T MOBILITY: | | RATE | NUMBER OF LINES | | |
| Indirect | | \$20.53 | 3.00 | 61.59 | |
| Aging | | \$20.53 | 15.00 | 307.95 | 0. [U] |
| Homeland Security | | \$20.53 | 3.00 | 61.59 | |
| Police Academy | | \$20.53 | 2.00 | 41.06 | 0. [CL] |
| Transit Ctr. | | \$20.53 | 8.00 | 164.24 | 0. [CL] |
| MPO Dept. | | \$20.53 | 5.00 | 102.65 | |
| CDC Dept. | | \$20.53 | 3.00 | 61.59 | 1,145.96 [H] |
| CJD Dept. | | \$20.53 | 0.50 | 10.27 | 242.65 [H] |
| MMRS | | \$20.53 | 0.50 | 10.27 | 903.31 [TL+] |
| 9-1-1- | | \$20.53 | 1.00 | 20.53 | |
| RMA | | \$20.53 | 1.00 | 20.53 | |
| SOILD WASTE | | \$20.53 | 2.00 | 41.06 | |
| Total | | | | 903.32 | |
| Indirect | 999000 | \$20.53 | 3.00 | 61.59 | |
| Aging | 640012 | \$20.53 | 1.00 | 20.53 | |
| | 640112 | \$20.53 | 7.00 | 143.71 | |
| | 640412 | \$20.53 | 1.00 | 20.53 | |
| | 640312 | \$20.53 | 1.00 | 20.53 | |
| | 640212 | \$20.53 | 3.00 | 61.59 | 68.06 [H] |
| | 650112 | \$20.53 | 1.00 | 20.53 | 51.51 [H] |
| | 642812 | \$20.53 | 1.00 | 20.53 | |
| CDC | 401000 | \$20.53 | 3.00 | 61.59 | 73.37 [H] |
| CJD | 501812 | \$20.53 | 0.50 | 10.27 | 95.44 [H] |
| Homeland Security | 206711 | \$20.53 | 3.00 | 61.59 | |
| MMRS | 206911 | \$20.53 | 0.50 | 10.27 | 89.67 [H] |
| Rio | 205612 | \$20.53 | 13.50% | 22.17 | 50.45 [H] |
| Transit | 205712 | \$20.53 | 13.50% | 22.17 | |
| HE | 608313 | \$20.53 | 5.50% | 9.03 | 68.07 [H] |
| HE | 608713 | \$20.53 | 5.50% | 9.03 | 78.64 [H] |
| San Benito | 609112 | \$20.53 | 3.00% | 4.93 | |
| | 609212 | \$20.53 | 3.00% | 4.93 | 164.24 [H] |
| Cameron West | 608912 | \$20.53 | 3.00% | 4.93 | |
| | 609012 | \$20.53 | 3.00% | 4.93 | 009 |
| JARC | 205013 | \$20.53 | 19.50% | 32.03 | 739.45 [TL+] |
| | 205213 | \$20.53 | 19.50% | 32.03 | |
| ROUTE 45 | 609712 | \$20.53 | 5.50% | 9.03 | |
| | 609812 | \$20.53 | 5.50% | 9.03 | 0 [CL] |
| POLICE ACADEMY | 500600 | \$20.53 | 2.00 | 41.06 | |
| MPO | 820012 | \$20.53 | 5.00 | 102.65 | |
| 911 DEPARTMENT | 206112 | \$20.53 | 1.00 | 20.53 | |
| RMA | 330907 | \$20.53 | 1.00 | 20.53 | |
| Soild Waste | 365012 | \$20.53 | 1.34 | 27.51 | |
| | 300211 | \$20.53 | 0.33 | 6.77 | |
| | 201711 | \$20.53 | 0.33 | 6.77 | |
| TOTAL | | | | 903.32 | |

**How To Contact Us:**

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD)
1-866-241-6567

Wireless Numbers with Rollover

956-279-3320 - 4,332 Minutes
956-369-1220
956-369-5048
956-369-5202
956-607-1081

* Not all wireless numbers are listed

Page: 1 of 359
Billing Cycle Date: 03/06/12 - 04/05/12
Account Number: 825189139
Foundation Account Number: 02403703
Invoice Number: 825189139X04132012

| | |
|-----------------------------------|----------------|
| Previous Balance | 3388.72 |
| Payment Posted | -3388.72 |
| BALANCE | 0.00 |
| Monthly Service Charges | 3906.32 |
| Usage Charges | 5.72 |
| Credits/Adjustments/Other Charges | -627.44 |
| Government Fees & Taxes | 24.08 |
| TOTAL CURRENT CHARGES | 3308.68 |
| Due Apr 28, 2012 | |
| Late fees assessed after May 5 | |

Total Amount Due \$3,308.68

In accordance with your contract or appropriate government regulations your billing account was changed from bill in advance to bill in arrears.

For LRGVDA Finance Dept.

Approved Executive Director

Date 4/21/12

PAID

PO Box 1829
Alpharetta, GA 30023-1829

#BWNJSZT
#040008251891394#
3959.2.0.117 18 SP 4.800 EP14F 1s
LOWER RIO GRANDE DEVELOPMENT COUNCIL
301 W RAILROAD ST
WESLACO TX 78596-5104

Return the portion below with
payment only to AT&T Mobility.

Account Number: 825189139
Total Amount Due: \$3,308.68
Amount Paid:
\$

* Please do not send correspondence with payment

**Total Amount
Due by Apr 28, 2012**

Please Mail Check Payable To:

AT&T MOBILITY
PO BOX 6463
CAROL STREAM IL 60197-6463

999000008251891390000000033086800000330868005



Page: 5 of 359
Billing Cycle Date: 03/06/12 - 04/05/12
Account Number: 825189139
Foundation Account Number : 02403703

Wireless Detail (Continued)

825189139

| Wireless Number | Minutes Used | Msg/KB/ MB Used | Monthly Service | Usage Charges | Credits, Adj & Other Charges | Government Fees & Taxes | Non-Comm Related Charges | Total |
|---|--------------|-----------------|-----------------|---------------|-------------------------------|-------------------------|--------------------------|------------|
| 956-373-4198 | 65 | 5,478 | 59.99 | 0.00 | -9.54 | 0.00 | 0.00 | 50.4 |
| LOWER RIO GRAN LOWER RIO GRANDE (See Page 229 for Detailed Charges) | | | | | Maribel Contreras / VM | | | |
| 956-500-4305 | 302 | 10,890 | 76.98 | 0.00 | -9.47 | 0.56 | 0.00 | 68.0 |
| LOWER RIO GRANDE DEVELOPMENT CO (See Page 233 for Detailed Charges) | | | | | Rosie Cuevas / VM | | | |
| 956-500-4306 | 592 | 2,849 | 86.97 | 0.00 | -8.89 | 0.56 | 0.00 | 78.6 |
| LOWER RIO GRANDE DEVELOPMENT CO (See Page 241 for Detailed Charges) | | | | | Robert Diaz / VM | | | |
| 956-500-4307 | 145 | 6,888 | 69.99 | 0.00 | -9.47 | 0.56 | 0.00 | 61.0 |
| LOWER RIO GRANDE DEV (See Page 251 for Detailed Charges) | | | | | Glenda Elizondo / 5006 | | | |
| 956-605-4678 | 0 | 0 | 10.00 | 0.00 | 0.58 | 0.56 | 0.00 | 11.1 |
| CEI10 2 (See Page 273 for Detailed Charges) | | | | | Anna Delcon / 557 / 557 | | | |
| 956-605-6052 | 232 | 10,893 | 50.00 | 0.00 | -9.61 | 0.56 | 0.00 | 40.9 |
| LOWER RGV DEVELOPMENT (See Page 275 for Detailed Charges) | | | | | Jose Gonzalez / 640012 | | | |
| 956-605-8037 | 16 | 0 | 10.00 | 0.00 | 0.58 | 0.56 | 0.00 | 11.1 |
| CEI10 1 (See Page 281 for Detailed Charges) | | | | | Anna Trevino / 640212 | | | |
| 956-605-8363 | 0 | 0 | 10.00 | 0.00 | 0.58 | 0.56 | 0.00 | 11.1 |
| CEI10 3 (See Page 283 for Detailed Charges) | | | | | Case mgmt | | | |
| 956-607-1081 | 6,089 | 22,237 | 49.99 | 0.00 | -9.61 | 0.56 | 0.00 | 40.9 |
| NEW LINE LOWER RIO GRANDE DEVEL (See Page 285 for Detailed Charges) | | | | | Souraz Patel / 820012 | | | |
| 956-607-4359 | 57 | 5,874 | 94.99 | 0.00 | -19.87 | 0.56 | 0.00 | 75.6 |
| LOWER RIO GRANDE DEVELOPMENT CO (See Page 295 for Detailed Charges) | | | | | Ludy Sachz / 363011-25 22.6 | | | |
| 956-607-6245 | 340 | 9,653 | 76.97 | 1.29 | -9.46 | 0.56 | 0.00 | 69.3 |
| LOWER RIO GRANDE DEV (See Page 299 for Detailed Charges) | | | | | Paul Williams / 5006 | | | |
| 956-607-7811 | 667 | 7,234 | 80.97 | 0.00 | -9.24 | 0.56 | 0.00 | 72.2 |
| LOWER RIO GRANDE DEVELOPMENT CO (See Page 311 for Detailed Charges) | | | | | Flor Koll 330907 | | | |
| 956-655-9935 | 99 | 27,714 | 69.98 | 0.00 | -9.47 | 0.56 | 0.00 | 61.0 |
| LOWER RIO GRANDE DEVELOPMENT CO (See Page 335 for Detailed Charges) | | | | | Carolina 999000 | | | |
| 956-832-3680 | 913 | 162,723 | 69.99 | 0.00 | -9.47 | 0.56 | 0.00 | 61.0 |
| LOWER RIO GRANDE DEVELOPMENT CO (See Page 343 for Detailed Charges) | | | | | Chudia Wood 200711-3 501812-3 | | | |
| Total | 14,211 | 1,082,552 | 3,906.32 | 5.72 | -627.44 | 24.08 | 0.00 | 3,308.6 |
| TOTAL AMOUNT DUE | | | | | | | | \$3,308.68 |

Group Details

Note: The following information summarizes only the shared plan services for your account. For additional information and details relating to all other services for a subscriber, please refer to the subscriber's individual pages.

Group: 1 - BBBP10NTN20000UMMUNW

Shared Minutes Used

| Wireless Number | Period | Monthly Service | Rollover Minutes | Other Shared Minutes | Billed Minutes | Billed Charges |
|-----------------|-------------|-----------------|------------------|----------------------|----------------|----------------|
| 956-279-4130 | 03/06-04/05 | 10.00 | 0 | 418 | 0 | 0.00 |



City of McAllen

Memorandum

To: Flor E. Koll

From: Belia Villarreal
Payroll Manager

Date: May 7, 2012

Re: Payroll for Pilar Rodriguez

Please submit a check in the amount of \$ 7,594.60 to the Finance Department. This is to cover the following: payroll from 4/16/2012 through 4/29/2012

The following is a breakdown:

| | |
|-------------------------------|-------------|
| Salary | 6,538.46 |
| Overtime | 0.00 |
| Medicare | 92.29 |
| FICA | 405.38 |
| TMRS | 341.31 |
| TWC | 0.00 |
| Group Term Life Ins | 4.00 |
| Health Insurance Emp plus Fam | 213.16 |
| Workers Compensation | 0.00 |
| Total amount invoiced for: | \$ 7,594.60 |

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

Thank you.

INVOICE

HIDALGO COUNTY RMA
510 S. PLEASANTVIEW

WESLACO, TX 78596

INVOICE NO.: 0009311
DATE: 03/31/12
CLIENT CODE: 0562174

PAGE NO.: 1

PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

Interim billing for audit services for the year ended December 31, 2011 including various meetings and communications with client's personnel and external accountant to discuss financial information needed.

\$ 15,000.00

Total: \$ 15,000.00

PAYMENT DUE UPON RECEIPT

PLEASE CUT ALONG LINE AND RETURN WITH PAYMENT

AMOUNT DUE \$ 15,000.00

HIDALGO COUNTY RMA

0562174

LONG CHILTON, LLP

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS AND INDIVIDUALS

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

STATEMENT

HIDALGO COUNTY RMA
311 N. 15TH STREET

STATEMENT DATE: 03/31/12

MCALLEN , TX 78501
CONTACT:

USA

| DATE | REFERENCE | DESCRIPTION | CHARGE | CREDIT | BALANCE |
|----------|-----------|-------------|-----------|--------|-----------|
| 03/31/12 | 0009311 | | 15,000.00 | | 15,000.00 |

TOTAL: 15,000.00

PLEASE DETACH AND RETURN WITH PAYMENT.

CLIENT CODE: 0562174

| | | | | | |
|-----------|---------|---------|---------|----------|-------------|
| CURRENT | 30 DAYS | 60 DAYS | 90 DAYS | 120 DAYS | BALANCE DUE |
| 15,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |

ORDER FORM - American Association of Notaries

1-800-721-2663

www.texasnotary.com

Order One of These Three Complete Notary Commission Renewal Packages

Basic Renewal Package**

\$71.99

\$132.95 Value

- 4-Year, \$10,000 Texas Notary Bond* \$50.00
- State Filing Fee* \$21.00
- Rectangular Self-Inking Notary Stamp* \$17.95
(Select stamp ink and case color from options below)
- Texas Notary Online Training Course \$25.00
- One Year Membership to AAN \$19.00
Includes support, law updates, newsletter, and more!

* Required by Law

** This package can be purchased separately at the same net savings without the bond for \$21.99. Enter item #101 on order form.

Premium Renewal Package**

\$79.99

\$141.90 Value

- 4-Year, \$10,000 Texas Notary Bond* \$50.00
- State Filing Fee* \$21.00
- Rectangular Self-Inking Notary Stamp* \$17.95
(Select stamp ink and case color from options below)
- Texas Notary Record Book* \$8.95
(Includes fee chart and paper notary sign)
- Texas Notary Online Training Course \$25.00
- One Year Membership to AAN \$19.00
Includes support, law updates, newsletter, and more!

** This package can be purchased separately at the same net savings without the bond for \$29.99. Enter item #102 on order form.

Deluxe Renewal Package**

\$99.99

\$163.85 Value

- 4-Year, \$10,000 Texas Notary Bond* \$50.00
- State Filing Fee* \$21.00
- Rectangular Self-Inking Notary Stamp* \$17.95
(Select stamp ink and case color from options below)
- Your Choice of a Notary Metal Embosser OR Round Notary Stamp (Select ink and case color) \$21.95
- Texas Notary Record Book* \$8.95
(Includes fee chart and paper notary sign)
- Texas Notary Online Training Course \$25.00
- One Year Membership to AAN \$19.00
Includes support, law updates, newsletter, and more!

** This package can be purchased separately at the same net savings without the bond for \$49.99. Enter item #103 on order form.

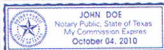
(✓) Choose Your Rectangular Self-Inking Notary Stamp Case Color



☐ Eco Black ☐ Eco Gray ☐ Flame Red ☐ Apple Green ☒ Fuchsia Pink



☐ Lilac ☐ Mint ☐ Mango ☐ Artic White ☐ Sky Blue



7/8" x 2 3/4"

(✓) Indicate choice of stamp ink color: ☐ black ☒ blue ☐ red ☐ purple ☐ green

(✓) Choose Your Round Self-Inking Notary Stamp Case Color



☐ Gray
☐ Red
☐ Blue

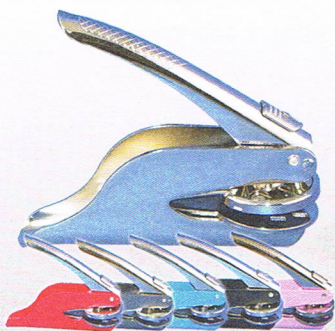
(✓) Indicate choice of stamp ink color: ☐ black ☐ blue ☐ red ☐ purple ☐ green

(✓) Choose Your Notary Embosser Handle Color

1 1/2"



☐ Black
☐ Chrome
☐ Red
☐ Gray
☐ Blue
☒ Pink



Bonds and errors and omissions insurance policies provided by this insurance agency, American Association of Notaries, Inc., are underwritten by Western Surety Company (established 1900). American Association of Notaries is owned by Kal Tabbara, a licensed insurance agent in Texas.

1 SHIP TO

☐ Home ☒ Business ☐ PO Box

Customer Name Flor E Koll
Company Name Hidalgo County Regional Mobility Authority
Shipping Address 510 S. Pleasantview Drive
City Weslaco State TX Zip 78596
Daytime Phone Number (956) 969-5822
Email Address fKoll@hcrma.org
AAN Membership/Account No. (if available) _____

Your shipment contains valuable items. Choose a work street address where someone will be available to sign for your delivery.

2 ORDERING OPTIONS

| Product Description | Price | Qty. | Total |
|---|---|----------|-----------------|
| Basic Package | \$71.99 | | |
| Premium Package | \$79.99 | | |
| Deluxe Package Choose: <input type="checkbox"/> Round Stamp or <input checked="" type="checkbox"/> Embosser | \$99.99 | <u>1</u> | <u>99.99</u> |
| Add 4-Year Notary Errors & Omissions Insurance Policy (Optional) | | | |
| <input type="checkbox"/> \$5,000 – \$21.24 | <input type="checkbox"/> \$30,000 – \$56.75 | | |
| <input type="checkbox"/> \$10,000 – \$34.00 | <input type="checkbox"/> \$35,000 – \$62.00 | | |
| <input type="checkbox"/> \$15,000 – \$42.50 | <input type="checkbox"/> \$50,000 – \$102.00 | | |
| <input type="checkbox"/> \$25,000 – \$51.00 | <input type="checkbox"/> \$100,000 – \$204.00 | | |
| | Sub-Total \$ | | <u>99.99</u> |
| | Shipping \$ | | <u>\$5.95</u> |
| | Sales Tax | Included | |
| | Total: | | <u>\$105.94</u> |

NOTE: If no stamp case or ink color is selected, you will automatically receive a gray case and black ink.

For Additional Notary Application Forms and Notary Supplies Please Visit Us at www.texasnotary.com

3 PAYMENT OPTIONS

- ☒ Check enclosed payable to American Association of Notaries. Check No. _____
☐ Please charge my credit card account:

☐ DISCOVER ☐ VISA ☐ AMERICAN EXPRESS ☐ MasterCard

Expiration Date:

Billing Zip: _____

Customer Signature Flor E Koll

PLEASE DO NOT STAPLE OR FOLD. THANK YOU

PLEASE DO NOT STAPLE OR FOLD. THANK YOU



SALINAS, ALLEN & SCHMITT, LLP

Certified Public Accountants ♦ Business and Tax Consultants

ID: 108066

Hidalgo County Regional Mobility Authority
510 S. Pleasantview Dr.

Weslaco, TX 78596

Invoice: 95075

Date: 05/07/2012

Due Date: 05/14/2012

For professional service rendered as follows:
Monthly bookkeeping for April, 2012.

| | |
|------------------------|----------|
| | 850.00 |
| Billed Time & Expenses | \$850.00 |
| Invoice Total | \$850.00 |

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

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

...providing support & solutions to problems

2300 WEST PIKE, SUITE 201 • P.O. BOX 8368 • WESLACO, TX 78599-8368 • 956-968-2108 • FAX 956-968-9231
www.sasllpcpa.com



Hidalgo County RMA
Attn: Godfrey Garza
510 S. Pleasantview Drive
Weslaco, TX 78596

Invoice Date: April 12, 2012
Project #: 100011499
Invoice #: 1138348

Project Description : Hidalgo International Bridge Trade *CORRIDOR* Engineering Services
Invoice Comments:
Invoicing Period : January 05, 2012 to April 01, 2012

Basic Services
Lump Sum

Current
4,948.23

Total Invoice

4,948.23

Total Due this Invoice

USD 4,948.23

Contract Amount : 1,280,817.85
Previous Billed: 1,191,113.30
Billed to Date 1,196,061.53
Contract Balance : 84,756.32

Remit to:
Atkins North America, Inc
PO Box 848176
Dallas, TX 75284-8176
Tax ID: 59-0896138

Wire Payments: Routing No. 026009593, Acct No 005481516927
ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

Hidalgo County RMA
HCRMA-HIBT *(CORRIDOR)*499

Project Number 100011499
Invoice Number 1138348
Date 12-APR-12

| Task Number | Task Name | Contract Fee | Percent Complete | Total Earned | Previous Earned | Current Billing |
|-------------|-----------|--------------|------------------|--------------|-----------------|-----------------|
|-------------|-----------|--------------|------------------|--------------|-----------------|-----------------|

| | | | | | | |
|------|----------------------|------------|------|------------|------------|----------|
| B2.1 | Data Collection | | | | | |
| B2.2 | N&P and Alternatives | 2,108.00 | 100 | 2,108.00 | 2,108.00 | |
| B2.3 | Public Involvement | 18,893.00 | 100 | 18,893.00 | 18,893.00 | |
| B2.4 | Environmental Docume | 62,038.61 | 100 | 62,038.61 | 62,038.61 | |
| B2.5 | Section 404 Delineat | 67,764.00 | 62.8 | 42,555.79 | 42,555.79 | |
| B2.6 | Cultural Resources | 158,189.00 | 87 | 137,624.43 | 134,460.65 | 3,163.78 |
| B2.7 | NEPA/Environmental T | 81,209.40 | 99.4 | 80,722.14 | 79,585.21 | 1,136.93 |
| B3.1 | Phase II Oversight | 11,013.00 | 100 | 11,013.00 | 11,013.00 | |
| B8.1 | Direct Expenses | 63,520.00 | 52 | 33,043.22 | 32,395.70 | 647.52 |
| B9.1 | Subconsultant – L&G | 816,082.84 | 99 | 808,063.34 | 808,063.34 | |

| | | | | | | |
|-------|--|--------------|--|--------------|--------------|----------|
| TOTAL | | 1,280,817.85 | | 1,196,061.53 | 1,191,113.30 | 4,948.23 |
|-------|--|--------------|--|--------------|--------------|----------|

April 12, 2012

Mr. Godfrey Garza
c/o Flor Koll
Hidalgo County Regional Mobility Authority (HCRMA)
510 S. Pleasantview Drive
Weslaco, Texas 78596
VIA EMAIL: fkoll@hcrma.org; ggarza@hcrma.org; gg@integcorp.net

RE: **March 2012 Invoice**

International Bridge Trade Corridor (IBTC) – Project No. 100011499
US 83 Connector to SH 495 – Project No. 100014846

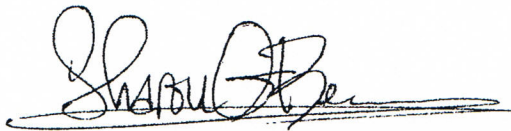
Dear Mr. Garza:

Enclosed please find the invoices and progress report for work completed for the period 01/05/2012 through 04/01/2012 for the subject HCRMA projects. The total amount due for this period for both projects is \$4,948.23.

- | | |
|--------------------------------|------------|
| • IBTC (100011499): | \$4,948.23 |
| • US 83 Connector (100014846): | \$0.00 |

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

Sincerely,



Sharon Becca
Project Manager

Enclosures

cc: Velma Garcia (L&G)
Project File

STATUS REPORT

To Godfrey Garza (HCRMA)
From Sharon Becca
Date April 12, 2012
Projects International Bridge Trade Corridor (IBTC); and
US 83 Connector to SH 495
Reference Environmental Progress Report (For Period: 01/05/2012 – 04/01/2012)

**International Bridge Trade Corridor
Project No: 100011499**

| Task | Description | Progress Report |
|------|-------------------------------|---|
| B2.2 | N&P and Alternatives | No action |
| B2.3 | Public Involvement | No action |
| B2.4 | Environmental Document | No action |
| B2.5 | Section 404 Delineation | No action |
| B2.6 | Cultural Resources | <ul style="list-style-type: none">• Scope and fee development for the revised IBTC project limits supplemental submitted on 02/16/12.• Scope and fee development for the IBTC Final EA supplemental submitted on 03/19/12. |
| B2.7 | NEPA/Environmental Management | <ul style="list-style-type: none">• Preparation and attendance at 03/28/12 HCRMA Meeting. |
| B3.0 | Phase II ESA Oversight | No action |
| B8.1 | Direct Expenses | Expenses incurred for attendance at 03/28/12 HCRMA meeting. |
| B9 | Sub consultant (L&G) | No charges |

US 83 Connection to SH 495
Project No: 100014846

| Task | Description | Progress Report |
|------|-------------------------------|-----------------|
| 2.3 | Public Involvement | No action |
| 2.4 | Environmental Document | No action |
| 2.5 | Section 404 Delineation | No action |
| 2.6 | Cultural Resources | No action |
| 2.7 | NEPA/Environmental Management | No action |
| 2.8X | Direct Expenses | No charges |
| 2.9 | Sub consultant (L&G) | No action |

Flor E. Koll

From: Cynthia Luera <Cynthia.Luera@dannenbaum.com>
Sent: Tuesday, May 08, 2012 11:47 AM
To: Flor E. Koll
Subject: HCRMA PMC Project-Atkins Invoice

Mr. Jones is given the approval and the go ahead to pay the last Atkins invoice.

Thank you,

Cynthia M. Luera

DANNENBAUM

1109 Nolana Loop, Suite 208

McAllen, Texas 78504

Office (956) 682-3677

Fax: (956) 686-1822

Direct: (956) 429-0517

email: Cynthia.Luera@dannenbaum.com

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited.

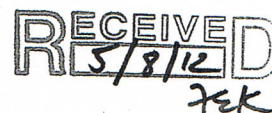
DANNENBAUM ENGINEERING CORPORATION

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

ENGINEERING
EXCELLENCE
SINCE
1945

May 8, 2012

Dennis Burleson, Chairman
HCRMA
510 South Pleasantview Drive
Weslaco, Texas 78596



**Re: Hidalgo County Regional Mobility Authority (HCRMA) – Final
Invoice for Work Authorization No. 1 (4652-01/06/XV)**

Dear Mr. Burleson,

Enclosed please find Invoice 465201/06/XV for Program Management Consultant
Services performed for the Hidalgo County Regional Mobility Authority
(HCRMA).

The billing cycle is from April 1, 2012 through April 30, 2012.

Total due this invoice is ~~\$107,460.55~~ \$ 102,063.53 P.R.

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

Sincerely,

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

5/8/2012

SEE REVISIONS
TO INVOICE.

Enclosure(s)

cc: Richard D. Seitz, P.E.
Eric Davila, EIT

DANNENBAUM ENGINEERING CORPORATION

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

May 8, 2012

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

Project Name: HCRMA Program Management Consultant Contract
Work Authorization No. 1 through No. 4

Invoice Number:
Invoice Period:

465201/06/XV
04/01/2012 - 05/08/2012

INVOICE SUMMARY

| WORK ORDER NO. | DESCRIPTION OF WORK TASK | TOTAL COST | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|----------------|--|----------------|--------------------------|-----------------------|-------------------------|------------------------|
| 1 | Research Planning/Immediate Operations Phase | \$909,960.63 | 100.00% | \$909,960.63 | \$869,959.09 | \$45,001.54 |
| 2 | Advanced Planning for La Joya Relief Route (NOT APPROVED) | \$0.00 | 0.00% | \$0.00 | \$50,500.00 | \$50,400.55 |
| 3 | Title Reports for TCC | \$57,750.00 | 10.00% | \$5,775.00 | \$0.00 | \$0.00 |
| 4 | Engineering Management/Partial Operations Implementation/Public Outreach | \$891,814.61 | 5.75% | \$51,286.99 | \$0.00 | \$51,286.99 |
| | TOTALS | \$1,859,525.24 | 52.00% | \$967,022.62 | \$859,500.08 | 102,063.53 |

TOTAL DUE THIS INVOICE:

~~\$107,522.54~~

\$102,063.53

Pay Only

12

5/8/2012

Acct # 280003609
Loop Account

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

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

Maximum fee minus approved WA \$3,140,474.76

| | Approved WA Amount | Invoice Date | | | | | | WA | WA |
|------|-----------------------|--------------|--------------|--------------|--------------|-----------------------------------|---------------------|---------------------|---------------------|
| | | 12/12/2011 | 1/13/2012 | 2/14/2012 | 3/9/2012 | 4/9/2012 | 5/8/2012 | Total Billed | Balance |
| WA#1 | \$909,960.63 | \$255,645.93 | \$226,404.86 | \$155,211.93 | \$145,740.60 | \$81,955.77 | \$45,001.54 | \$909,960.63 | \$0.00 |
| WA#2 | \$0.00 | | | | | | | | |
| WA#3 | \$57,750.00 | | | | | | \$5,775.00 | \$5,775.00 | \$51,975.00 |
| WA#4 | \$891,814.61 | | | | | | \$51,286.99 | \$51,286.99 | \$840,527.62 |
| | <u>\$1,859,525.24</u> | | | | | | <u>\$102,063.53</u> | <u>\$967,022.62</u> | <u>\$892,502.62</u> |
| | | | | | | Total Approved for Payment | | | |

May 8, 2012 billing for WA#1 reduced by \$5,459.01 to meet approved amount.

Note: WA #2 for the La Joya Relief Route was not necessary and cancelled.

Progress Assessment Report for month of (Mo./Yr.) April / 2012

Work Authorization Amount:

under Subproviders.

Fill out Progress Assessment Report with each estimate/invoice submitted, for all subcontracts, and forward as follows:

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

Fax

Date _____

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

May 8, 2012

Dennis Bureson, Chairman
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Westlaco, Texas 78596

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

Invoice Number: 465201/06/XV
Invoice Period: 04/01/2012 - 05/08/2012

| TASK CODE | DESCRIPTION OF WORK TASK | TOTAL COST | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|-----------|--|---------------------|--------------------------|-----------------------|---------------------|--------------------|
| 1 | Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months) | \$605,919.26 | 100.00% | \$605,919.26 | \$565,087.72 | \$40,831.54 |
| 2 | Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo) | \$11,546.14 | 100.00% | \$11,546.14 | \$11,546.14 | \$0.00 |
| 3 | Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte. | \$18,983.62 | 100.00% | \$18,983.62 | \$18,983.62 | \$0.00 |
| 4 | Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) | \$173,210.21 | 100.00% | \$173,210.21 | \$167,012.23 | \$6,197.98 |
| 5 | Procurement / Negotiations of Prof. Svcs. | \$27,248.50 | 100.00% | \$27,248.50 | \$25,122.76 | \$2,125.74 |
| ODC | Direct Expenses | \$73,052.90 | 100.00% | \$73,052.90 | \$71,747.61 | \$1,305.29 |
| | TOTALS | \$909,960.63 | 100.00% | \$909,960.63 | \$859,500.08 | \$50,460.55 |

TOTAL DUE WORK ORDER NO. 1:

\$50,460.55

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

Work Order No. 1:

Research Planning/Immediate Operations Phase

Invoice Number: 465201/06/XV
 Invoice Period: 04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---------------|--------------------------|-----------------------|-------------------|-----------------|
| TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months) | | | | | |
| A. Research/Analyze/Gather all existing documents | | | | | |
| 1. Organize/Analyze all documents received | \$ 35,455.62 | 100.00% | \$35,455.62 | \$35,455.62 | \$0.00 |
| 2. Review/Comment all consultant contracts | \$ 3,709.14 | 100.00% | \$3,709.14 | \$3,709.14 | \$0.00 |
| 3. Review/Analyze all schematics including North of US 83 | \$ 75,561.96 | 100.00% | \$75,561.96 | \$75,561.96 | \$0.00 |
| 5. Review/Analyze/Comment on all financial studies | \$ 8,122.08 | 100.00% | \$8,122.08 | \$8,122.08 | \$0.00 |
| 6. Review/Analyze/Comment on all TxDOT comments on all existing documents | \$ 6,868.84 | 100.00% | \$6,868.84 | \$6,868.84 | \$0.00 |
| B. Review Exist. Quantities/Estimates and Prep. Cursive Review of Proj. Dev. Cost Est. on all projects | | | | | |
| 1. SH 365 / TCC (All Sections) | \$ 18,708.04 | 100.00% | \$18,708.04 | \$18,708.04 | \$0.00 |
| 2. IBTC All Sections | \$ 10,997.72 | 100.00% | \$10,997.72 | \$10,997.72 | \$0.00 |
| 3. US 281 Military Highway Overpass | \$ 10,875.76 | 100.00% | \$10,875.76 | \$10,875.76 | \$0.00 |
| 4. US 83 Connector to FM 495 | \$ 6,917.40 | 100.00% | \$6,917.40 | \$6,917.40 | \$0.00 |
| 5. La Joya Relief Route Segment No. 1 | \$ 11,046.28 | 100.00% | \$11,046.28 | \$11,046.28 | \$0.00 |
| 6. All Segments - North of US 83 | \$ 19,838.44 | 100.00% | \$19,838.44 | \$19,838.44 | \$0.00 |
| C. Develop Program Management Plan which includes the following components: | | | | | |
| 2. Quality Control Plan | \$ 7,727.18 | 100.00% | \$7,727.18 | \$6,954.46 | \$772.72 |
| 3. Cost Control Plan | \$ 40,535.94 | 100.00% | \$40,535.94 | \$36,482.35 | \$4,053.59 |
| 4. Schedule Management /Tracking Plan | \$ 13,402.16 | 100.00% | \$13,402.16 | \$10,721.73 | \$2,680.43 |
| 5. Document Control Plan | \$ 11,459.16 | 100.00% | \$11,459.16 | \$10,313.24 | \$1,145.92 |
| 6. Financial Implementation Plan | \$ 74,782.58 | 100.00% | \$74,782.58 | \$67,304.32 | \$7,478.26 |
| 7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates) | \$ 11,098.50 | 100.00% | \$11,098.50 | \$8,878.80 | \$2,219.70 |
| 8. Utility Relocation Plan | \$ 8,301.76 | 100.00% | \$8,301.76 | \$6,641.41 | \$1,660.35 |
| 10. Environmental Document/Clearance/Permit Plan | \$ 6,502.26 | 100.00% | \$6,502.26 | \$5,201.81 | \$1,300.45 |
| - SH365/TCC-Environmental-Atkins (formerly PBSJ) | \$ 20,194.80 | 100.00% | \$20,194.80 | \$19,185.06 | \$1,009.74 |
| - IBTC-Environmental-Atkins (formerly PBSJ) | \$ 8,855.48 | 100.00% | \$8,855.48 | \$8,412.71 | \$442.77 |
| - La Joya Bypass Phase I-B/TxDOT/Atkins | \$ 14,282.10 | 100.00% | \$14,282.10 | \$14,282.10 | \$0.00 |
| 12. Project Development / Capital Improvement Plan / Strategic Plan (CIP) | \$ 146,529.12 | 100.00% | \$146,529.12 | \$131,876.21 | \$14,652.91 |
| 13. General Engineering Consultant Plan Management (GEC Plan) | \$ 3,687.16 | 100.00% | \$3,687.16 | \$3,318.44 | \$368.72 |
| 14. Develop Budget for PMC Program for next 7 years | \$ 30,459.78 | 100.00% | \$30,459.78 | \$27,413.80 | \$3,045.98 |
| TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo) | | | | | |
| A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes: | | | | | |
| 1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect. | | | | | |
| - Review Agreement | \$ 1,379.80 | 100.00% | \$1,379.80 | \$1,379.80 | \$0.00 |
| - Monitor Agreement (4 months) | \$ 750.62 | 100.00% | \$750.62 | \$750.62 | \$0.00 |
| 2. US 281 / Military Hwy Overpass | | | | | |
| - Review Agreement | \$ 1,379.80 | 100.00% | \$1,379.80 | \$1,379.80 | \$0.00 |
| - Monitor Agreement | \$ 750.62 | 100.00% | \$750.62 | \$750.62 | \$0.00 |
| 3. La Joya Relief Route (Phase I)(8.3 Miles) | | | | | |
| - Review Agreement | \$ 1,379.80 | 100.00% | \$1,379.80 | \$1,379.80 | \$0.00 |
| - Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin | \$ 5,154.88 | 100.00% | \$5,154.88 | \$5,154.88 | \$0.00 |
| - Monitor Agreement | \$ 750.62 | 100.00% | \$750.62 | \$750.62 | \$0.00 |
| 4. US 281 - Falfurrias Toll Road | | | | | |
| - Review Agreement | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| - Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| - Monitor Agreement | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION

FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 1:

Research Planning/Immediate Operations Phase

Invoice Number: 465201/06/XV
Invoice Period: 04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---------------|--------------------------|-----------------------|-------------------|-----------------|
| TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte. | | | | | |
| A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incld. the La Joya Relief Rte. | | | | | |
| 1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg) | \$ 5,044.16 | 100.00% | \$5,044.16 | \$5,044.16 | \$0.00 |
| 2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg) | \$ 6,344.34 | 100.00% | \$6,344.34 | \$6,344.34 | \$0.00 |
| 3. Modify Metes & Bounds for TRZ Boundary (paper only) | \$ 7,595.12 | 100.00% | \$7,595.12 | \$7,595.12 | \$0.00 |
| TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) | | | | | |
| A. General Project Management / Governmental Liaison (4 Months) | | | | | |
| 1. Prepare/Review PMC Team consultant contract | \$ 9,362.32 | 100.00% | \$9,362.32 | \$9,362.32 | \$0.00 |
| 2. Prepare monthly PMC Invoice | \$ 4,399.04 | 100.00% | \$4,399.04 | \$3,959.14 | \$439.90 |
| 3. Prepare monthly PMC progress reports | \$ 5,939.02 | 100.00% | \$5,939.02 | \$5,345.12 | \$593.90 |
| 4. Attend monthly HCRMA board meetings (4 hrs / mtg / mo) | \$ 7,559.36 | 100.00% | \$7,559.36 | \$6,803.42 | \$755.94 |
| 5. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo) | \$ 4,265.44 | 100.00% | \$4,265.44 | \$3,838.90 | \$426.54 |
| 6. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo) | \$ 3,779.68 | 100.00% | \$3,779.68 | \$3,401.71 | \$377.97 |
| 7. Attend monthly MPO meetings (2 hrs / mtg / mo) | \$ 3,779.68 | 100.00% | \$3,779.68 | \$3,401.71 | \$377.97 |
| 8. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo) | \$ 11,329.84 | 100.00% | \$11,329.84 | \$10,196.86 | \$1,132.98 |
| 9. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo) | \$ 7,195.04 | 100.00% | \$7,195.04 | \$6,475.54 | \$719.50 |
| 10. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 11. Governmental Liaison | \$ 5,060.84 | 100.00% | \$5,060.84 | \$4,554.76 | \$506.08 |
| 12. Assist/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities | \$ 17,344.00 | 100.00% | \$17,344.00 | \$16,476.80 | \$867.20 |
| B. General Engineering Consultant (GEC) Management of the following (4 Months) | | | | | |
| 1. SH365/TCC - Environmental - Atkins (formerly PBSJ) | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 1,084.58 | 100.00% | \$1,084.58 | \$1,084.58 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 1,713.76 | 100.00% | \$1,713.76 | \$1,713.76 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 2,709.56 | 100.00% | \$2,709.56 | \$2,709.56 | \$0.00 |
| 2. IBTC - Environmental - Atkins (formerly PBSJ) | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc. | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 2,311.78 | 100.00% | \$2,311.78 | \$2,311.78 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 7,817.78 | 100.00% | \$7,817.78 | \$7,817.78 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 5,761.03 | 100.00% | \$5,761.03 | \$5,761.03 | \$0.00 |
| 4. SH365/TCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 3,364.88 | 100.00% | \$3,364.88 | \$3,364.88 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 4,551.21 | 100.00% | \$4,551.21 | \$4,551.21 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 5,035.57 | 100.00% | \$5,035.57 | \$5,035.57 | \$0.00 |
| 5. SH 365 / TCC (Toll / Pass Thru) - Seg. 1 - FM1016 to Anzalduas - Eng. / Geotech - L&G Eng. | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 1,893.58 | 100.00% | \$1,893.58 | \$1,893.58 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 7,559.36 | 100.00% | \$7,559.36 | \$7,559.36 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 3,473.54 | 100.00% | \$3,473.54 | \$3,473.54 | \$0.00 |
| - Review / Analyze / Prepare independent construction cost estimates | \$ 1,563.16 | 100.00% | \$1,563.16 | \$1,563.16 | \$0.00 |

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

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

Invoice Number: 465201/06/XV
Invoice Period: 04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|--|---------------|--------------------------|-----------------------|-------------------|-----------------|
| TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued | | | | | |
| B. General Engineering Consultant (GEC) Management of the following (4 Months)(Cont.) | | | | | |
| 6. SH365/TCC at Anzalduas - Engineering/Geotech - L&G Engineering 1A | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 3,381.24 | 100.00% | \$3,381.24 | \$3,381.24 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 3,916.50 | 100.00% | \$3,916.50 | \$3,916.50 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 2,359.24 | 100.00% | \$2,359.24 | \$2,359.24 | \$0.00 |
| 7. SH 365 / TCC (Toll / Pass Thru) - Seg. 1B - Anz. GSA Conn. to E. of 23rd - Eng. / Geo. - L&G Eng. | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 2,298.96 | 100.00% | \$2,298.96 | \$2,298.96 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 7,775.94 | 100.00% | \$7,775.94 | \$7,775.94 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 2,988.42 | 100.00% | \$2,988.42 | \$2,988.42 | \$0.00 |
| 8. SH 365 / TCC (Toll / Pass Thru) - Seg. 2 - E. of 23rd to IBTC - Eng. / Geo. - S&B Infra. | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 3,186.94 | 100.00% | \$3,186.94 | \$3,186.94 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 6,107.56 | 100.00% | \$6,107.56 | \$6,107.56 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 4,775.06 | 100.00% | \$4,775.06 | \$4,775.06 | \$0.00 |
| 9. US 281/Military Overpass - Engineering/Geotech/Survey - TEDSI Infrastructure | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ 3,186.94 | 100.00% | \$3,186.94 | \$3,186.94 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ 2,153.24 | 100.00% | \$2,153.24 | \$2,153.24 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ 2,226.12 | 100.00% | \$2,226.12 | \$2,226.12 | \$0.00 |
| 10. US 83 Connector to FM 495 - Eng./Geotech/Survey - S&B Infrastructure | | | | | |
| - Review / Analyze / Comment on Consultant Contracts | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| - Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc. | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| - Oversee / Manage contract from 10/01/11 to 02/01/12 | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| TASK 5 Procurement / Negotiations of Prof. Svcs. | | | | | |
| A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months) | | | | | |
| 1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms) | \$ 10,628.66 | 100.00% | \$10,628.66 | \$9,565.79 | \$1,062.87 |
| 6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms) | \$ 10,628.66 | 100.00% | \$10,628.66 | \$9,565.79 | \$1,062.87 |
| 7. IBTC Seg. 1-5 - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 8. IBTC Geotech Total Project | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 9. US 83 Connector to SH 495 - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering | \$ 5,991.18 | 100.00% | \$5,991.18 | \$5,991.18 | \$0.00 |
| 12. La Joya Relief Route Corridor Seg. 1 - Geotech | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 13. La Joya Relief Route Corridor Seg. 1 - Survey | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co. | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 15. Toll Consultant / Traffic Management - system wide | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |

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

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

Invoice Number: 465201/06/XV
Invoice Period: 04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|----------------------------------|----------------------|--------------------------|-----------------------|----------------------|---------------------|
| DIRECT EXPENSES | | | | | |
| Lodging / Hotel (\$100.00 / DAY) | \$ 1,235.00 | 100.00% | \$1,235.00 | \$1,111.50 | \$123.50 |
| Meals (\$30.00 / DAY) | \$ 834.00 | 100.00% | \$834.00 | \$750.60 | \$83.40 |
| Rental Car | \$ 1,770.00 | 100.00% | \$1,770.00 | \$1,593.00 | \$177.00 |
| Air Travel | \$ 2,750.00 | 100.00% | \$2,750.00 | \$2,475.00 | \$275.00 |
| Parking | \$ 154.00 | 100.00% | \$154.00 | \$138.60 | \$15.40 |
| Overnight Mail - letter size | \$ 3,450.00 | 100.00% | \$3,450.00 | \$3,105.00 | \$345.00 |
| Photocopies B/W (8.5 X 11) | \$ 709.90 | 100.00% | \$709.90 | \$638.91 | \$70.99 |
| Photocopies B/W (11 X 17) | \$ 620.00 | 100.00% | \$620.00 | \$558.00 | \$62.00 |
| Photocopies Color (8.5 X 11) | \$ 710.00 | 100.00% | \$710.00 | \$639.00 | \$71.00 |
| Photocopies Color (11 X 17) | \$ 750.00 | 100.00% | \$750.00 | \$675.00 | \$75.00 |
| Color Graphics on Foam Board | \$ 70.00 | 100.00% | \$70.00 | \$63.00 | \$7.00 |
| Public Outreach Liaison | \$ 60,000.00 | 100.00% | \$60,000.00 | \$60,000.00 | \$0.00 |
| CPA/Accounting Support Services | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| IT Support Services | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Appraiser | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Totals | \$ 909,960.63 | | \$ 909,960.63 | \$ 859,500.08 | \$ 50,460.55 |

Amount Due This Invoice

\$ 50,460.55

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

May 8, 2012

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

Work Order No. 3:
Title Report fot TCC

Invoice Number:
Invoice Period:

465201/06/XV
04/01/2012 - 05/08/2012

| TASK CODE | DESCRIPTION OF WORK TASK | TOTAL COST | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|--------------|--------------------------|--------------------|--------------------------------|-----------------------------|----------------------|--------------------|
| 1 | Provide Title Reports | \$57,750.00 | 10.00% | \$5,775.00 | \$0.00 | \$5,775.00 |
| | TOTALS | \$57,750.00 | 10.00% | \$5,775.00 | \$0.00 | \$5,775.00 |

TOTAL DUE WORK ORDER NO. 3:

\$5,775.00

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

May 8, 2012

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

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

Invoice Number: 465201/06/XV
Invoice Period: 04/01/2012 - 05/08/2012

| TASK CODE | DESCRIPTION OF WORK TASK | TOTAL COST | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|-----------|--|---------------------|--------------------------|-----------------------|-------------------|--------------------|
| A | Coordinate / Update / Assist Executive Director | \$8,958.03 | 10.00% | \$895.80 | \$0.00 | \$895.80 |
| B | Attend / Prepare Data / Report on Various Meetings (4.0 Months) | \$58,914.28 | 1.48% | \$874.20 | \$0.00 | \$874.20 |
| C | Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy | \$2,711.90 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| D | Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281 | \$18,512.54 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| E | Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System | \$22,926.32 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| F | Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries) | \$19,183.08 | 10.00% | \$1,918.31 | \$0.00 | \$1,918.31 |
| G | Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements | \$15,564.04 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| H | Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others | \$20,830.08 | 5.00% | \$1,041.50 | \$0.00 | \$1,041.50 |
| I | Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months): | \$19,983.36 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| J | Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months) | \$74,767.90 | 4.01% | \$3,001.80 | \$0.00 | \$3,001.80 |
| K | IBTC (3.0 Months) | \$107,450.92 | 3.74% | \$4,013.48 | \$0.00 | \$4,013.48 |
| L | SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months) | \$307,638.36 | 2.92% | \$8,989.40 | \$0.00 | \$8,989.40 |
| M | US 281 / Military (3.0 Months) | \$36,819.80 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| ODC | Direct Expenses | \$177,554.00 | 17.21% | \$30,552.50 | \$0.00 | \$30,552.50 |
| | TOTALS | \$891,814.61 | 5.75% | \$51,286.99 | \$0.00 | \$51,286.99 |

TOTAL DUE WORK ORDER NO. 4:

\$51,286.99

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

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/06/XV
Invoice Period: 04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|--|--|---|--|--|--|
| A. Coordinate / Update / Assist Executive Director 1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mtgs (2 hrs/Wk x 9 Wks) | \$ 8,958.03 | 10.00% | \$895.80 | \$0.00 | \$895.80 |
| B. Attend / Prepare Data / Report on Various Meetings (4.0 Months) 1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time) 2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time) 8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.) 9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.) 10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.) 11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.) 12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time) 13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.) 14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.) | \$ 16,401.80 \$ 4,694.28 \$ 4,694.28 \$ 4,694.28 \$ 4,694.28 \$ 2,130.42 \$ 2,023.44 \$ 1,379.80 \$ 1,379.80 \$ 1,379.80 \$ 4,371.02 \$ 6,777.56 \$ 2,913.72 | 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 20.00% 0.00% 0.00% | \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$874.20 \$0.00 \$0.00 | \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 | \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$874.20 \$0.00 \$0.00 |
| C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy | \$ 2,711.90 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281 1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.) 2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.) 3. Finalize Pass Thru Agreements | \$ 3,954.36 \$ 4,694.28 \$ 9,863.90 | 0.00% 0.00% 0.00% | \$0.00 \$0.00 \$0.00 | \$0.00 \$0.00 \$0.00 | \$0.00 \$0.00 \$0.00 |
| E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System 1. Input Data for Development of Monthly Reports for HCRMA Board 2. Modify Monthly Reports for HCRMA Needs 3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012 | \$ 12,042.32 \$ 5,697.02 \$ 5,186.98 | 0.00% 0.00% 0.00% | \$0.00 \$0.00 \$0.00 | \$0.00 \$0.00 \$0.00 | \$0.00 \$0.00 \$0.00 |
| F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries) | \$ 19,183.08 | 10.00% | \$1,918.31 | \$0.00 | \$1,918.31 |
| G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements | \$ 15,564.04 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others | \$ 20,830.08 | 5.00% | \$1,041.50 | \$0.00 | \$1,041.50 |

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

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number:

465201/06/XV

Invoice Period:

04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|--|---------------|--------------------------|-----------------------|-------------------|-----------------|
| I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months): | | | | | |
| 1. City of Pharr (2 Mtgs) | \$ 3,976.32 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 2. San Juan (1 Mtg) | \$ 2,013.60 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 3. Donna (1 Mtg) | \$ 2,013.60 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 4. Weslaco (1 Mtg) | \$ 2,013.60 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 5. City of Mercedes (1 Mtg) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 6. City of Edcouch (0 Mtg) | \$ 3,976.32 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 7. City of McAllen (2 Mtgs.) | \$ 3,976.32 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 8. City of Mission (2 Mtgs.) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 9. City of Pecos (0 Mtg) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 10. City of Palmview (0 Mtg) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 11. City of La Joya (0 Mtg) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| J. Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months) | | | | | |
| 1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR) | \$ 60,035.90 | 5.00% | \$3,001.80 | \$0.00 | \$3,001.80 |
| 2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest) | \$ 14,732.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| K. IBTC (3.0 Months) | | | | | |
| 1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight) | \$ 20,793.50 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months) | \$ 69,241.56 | 5.00% | \$3,462.08 | \$0.00 | \$3,462.08 |
| 3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month) | \$ 3,954.36 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead) | \$ 9,050.30 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 5. QA/QC Drainage Study (60%) (Next Work Authorization) | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 6. QA/QC Low Level Flight (Aranda) (1 Month) | \$ 1,102.80 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 7. Attend Meeting with USBWC (1) (Combined with TCC) | \$ 1,102.80 | 50.00% | \$551.40 | \$0.00 | \$551.40 |
| 8. Attend Meeting with USACOE (1) (Combined with TCC) | \$ 1,102.80 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC) | \$ 1,102.80 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months) | | | | | |
| 1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months) | \$ 76,149.40 | 5.00% | \$3,807.47 | \$0.00 | \$3,807.47 |
| 2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure | \$ 17,089.64 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 3. QA/QC Drainage Study (60%) | \$ 9,158.68 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 4. Attend Meeting With USBWC (1 Mtg. - El Paso) | \$ 4,046.88 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 5. Attend Meeting With USACOE (1 Mtg. - HST) | \$ 4,046.88 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) | \$ 1,102.80 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin) | \$ 6,455.18 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA | \$ 103,638.50 | 5.00% | \$5,181.93 | \$0.00 | \$5,181.93 |
| 9. QA/QC Schematic (60%) | \$ 17,520.40 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 10. Prepare Decision Matrix for Environmental Consultant | \$ 14,896.72 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead) | \$ 36,669.24 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits | \$ 10,033.88 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property | \$ - | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)(Inc. Prep Time) | \$ 6,830.16 | 0.00% | \$0.00 | \$0.00 | \$0.00 |

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

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/06/XV

Invoice Period: 04/01/2012 - 05/08/2012

| DESCRIPTION OF WORK TASK | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|--|---------------|--------------------------|-----------------------|-------------------|-----------------|
| M. US 281 / Military (3.0 Months) | | | | | |
| 1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months) | \$ 12,586.06 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months) | \$ 11,776.60 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 3. QA/QC Route Study | \$ 6,389.74 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| 4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs @ 2 hrs / Mtg) | \$ 6,067.40 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| DIRECT EXPENSES | | | | | |
| Lodging / Hotel (\$100.00 / DAY) | \$ 2,050.00 | 5.00% | \$102.50 | \$0.00 | \$102.50 |
| Meals (\$30.00 / DAY) | \$ 660.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Rental Car | \$ 900.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Air Travel | \$ 9,000.00 | 5.00% | \$450.00 | \$0.00 | \$450.00 |
| Parking | \$ 84.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Overnight Mail - letter size | \$ 1,150.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Courier Services | \$ 1,250.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Photocopies B/W (8.5 X 11) | \$ 2,320.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Photocopies B/W (11 X 17) | \$ 915.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Photocopies Color (8.5 X 11) | \$ 700.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Photocopies Color (11 X 17) | \$ 625.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Color Graphics on Foam Board | \$ 200.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Newspaper Advertisement | \$ 6,000.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Court Reporter (Public Hearings & Transcription) | \$ 400.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Translator (English to Spanish or Sign Language) | \$ 600.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Public Involvement Facility Rental | \$ 500.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Public Outreach Liaison | \$ 75,000.00 | 40.00% | \$30,000.00 | \$0.00 | \$30,000.00 |
| Accounting Support Services | \$ 4,000.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| IT / Support Services | \$ 3,200.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Management Support Services | \$ 32,000.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Community Action Support | \$ 36,000.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Totals | \$ 891,814.61 | | \$ 51,286.99 | \$ - | \$ 51,286.99 |

Amount Due This Invoice

\$ 51,286.99

465201 Checklist

Include the following in the invoice package:

Summary

Progress Report

Copy of H-3 (emailed separately to Flor E. Koll by 10th) fkoll@hcrma.org

Other spreadsheets are for DEC use only

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

Program Management / General Management Consultant (PM / GMC) Contract with Hidalgo County RMA described in the Contract as Phase I and Phase II. PHASE I is ongoing and includes: RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE: Task I. Research/Analyze/Gather all documents and develop Program Management Plan; Task II. Review/Monitor/Report/Implement All TxDOT Pass Thru Agreements; Task III. Review/Analyze/ Transportation Reinvestment Zone (TRZ) for the entire HCRMA Roadway System, including La Joya Relief Route; Task IV. General Engineering Consultant (GEC) Management including contract negotiations; Task V. Procurement and Negotiations of Professional Services and provide project development cost estimates

WORK AUTHORIZATION NO. 1:

Prime: Dannenbaum Engineering Corporation

TASK 1: RESEARCH/ANALYZE/GATHER ALL DOCUMENTS AND DEVELOP PROGRAM MANAGEMENT PLAN

Subtask A: Research/Analyze/Gather all existing documents

Work Performed This Period

- Sorted and printed all archive files rendered from HCRMA to Program Manager (PM) that were available in electronic and hard copy format into groups by vendor that were included in the final WA No. 1 deliverable "Review of Historic Cost Documentation: HCRMA Inception to 12/31/2011."

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None

Subtask B: Review Existing Quantities/Estimates and Prepare Cursive Review of Project Development Cost Estimate on all projects

Work Performed This Period

- None.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None.

Subtask C: Develop Program Management Plan

Work Performed This Period

- Finalized manuscripts for manuals and reports for WA No. 1 deliverables which included:

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

- Project Management Plan (PMP)
- Project Control Plan
- Capital Improvement Plan
- Design Quality Management Plan (Design QMP)
- Construction Quality Management Plan (Construction QMP)
- Survey Manual
- Coordinated with subs on document submittals and provided comments for final drafts and Program Manager provided final layout and reproduction of those manuals/reports.
- Finalized the required documents for TxDOT's review of Pass-thru related documents, and those documents were the Project Management Plan, Design Quality Management Plan and Construction Quality Management Plan.
- Finalized the Project Control Plan which summarizes the best practices for document control and financial control and will explain how the system is derived and how to begin to apply the system to the HCRMA filing and finances.
- Finalized the Capital Improvement Plan and it reflects the selection of Strategy No. 8 - 4 Lane, complete with financing plan developed in conjunction with FirstSouthwest, along with budget for the next 8 years showing the best way to go about constructing the Modified TCC and getting the Modified IBTC shovel ready with initial schematic and environmental work on Section D.
- Finalized the Survey manual.
- Finalized the Review of Historic Cost Documentation: HCRMA Inception to 12/31/2011 which includes a derivation of the deviation from industry standard fee in order to quantify the overall values received from the deliverables during the specified time period.

Work To Be Performed Next Period

- Pick up any final edits proposed by the Executive Director after reviewing all the documents.

Actions Required Immediate Attention

- None.

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

TASK 2: REVIEW/MONITOR/REPORT/IMPLEMENT ALL TXDOT PASS THRU / TOLL AGREEMENTS

Subtask A: Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes: SH 365 / TCC, US 281 Mil Hwy Overpass; La Joya Relief Route Ph I; US 281 Falfurrias Toll Rd

Work Performed This Period

- None.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None

TASK 3: REVIEW/ANALYZE TRZ FOR THE ENTIRE HCRMA ROADWAY SYSTEM INCLUDING LA JOYA RELIEF RTE

Subtask A: Review/Analyze Transportation Reinvestment Zone (TRZ) for the entire Loop Project including the La Joya Relief Rte.

Work Performed This Period

- None.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None.

TASK 4: GENENERAL ENGINEERING CONSULTANT (GEC) MANAGEMENT INCLUDING CONTRACT NEGOTIATIONS

Subtask A: General Project Management / Governmental Liaison

Work Performed This Period

- Attended meetings with local cities, County officials and State agencies and stakeholders at the behest of the HCRMA board to promote, coordinate and/or build coalition for HCRMA project support.
- Attended Planning, Finance, and HCRMA Board meetings on consistent basis to coordinate PM effort.
- Attended meetings with local stakeholders, former HCRB team members to get data for the data collection process, Met with TxDOT to review project financing and updated construction estimates. Meetings with Financial Advisor (FirstSW), Traffic and Revenue (C&M), Environmental sub and Atkins on all segments.
- Prepared invoice, monthly report, attended meetings for: Board, Planning Committee

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

meetings, Finance Committee, Executive Committee meetings, etc.

Work To Be Performed Next Period

- Continue to serve as liaison as the Board requires, and if approved, transition and continue PMC activity into the next Work Authorization.
- Prepare invoice, monthly report, attend meetings for: Board, Planning Committee meetings, Finance Committee, Executive Committee meetings, etc.

Actions Required Immediate Attention

- None

Subtask B: General Engineering Consultant (GEC) Management of the following: SH 365 / TCC (Env., Eng., & Surv./ROW); IBTC (Env., Eng., & Surv./ROW); US 281 Mil Hwy Overpass (Env., Eng., & Surv./ROW); US 83 Connector to FM 495 (Env., Eng., & Surv./ROW)

Work Performed This Period

- None.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None

TASK 5: PROCUREMENT / NEGOTIATIONS OF PROFESSIONAL SERVICES

Subtask A: Procurement/Negotiations of Professional Services of the following: SH 365 / TCC (ROW Acquisition/title Company, Engineering / Geotechnical / Surveying); IBTC (ROW Acquisition/title Company, Engineering / Geotechnical / Surveying); US Connector to FM 495; US 281 Mil Hwy Overpass (ROW Acquisition/Title Company); La Joya Relief Route Ph I (ROW Acquisition/title Company, Engineering / Geotechnical / Surveying); Toll Collection; Toll Operation; Roadway/Toll Maintenance;

Work Performed This Period

- IBTC Engineering/Survey procurement review and contract coordination.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None.

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

Subconsultant: HDR Engineering, Inc.

TASK 1: RESEARCH/ANALYZE/GATHER ALL DOCUMENTS AND DEVELOP PROGRAM MANAGEMENT PLAN

Subtask C: Develop Program Management Plan

Work Performed This Period

- Took initial lead writing role using content provided by the Program Manager for the Project Management Plan and provided original content for the Quality Management Plans (QMP) for the following:
 - Project Management Plan (PMP)
 - Design Quality Management Plan (Design QMP)
 - Construction Quality Management Plan (Construction QMP)
- Submitted final documents Program Manager for final edits and layout into final report/manual format.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None.

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

Subconsultant: Blanton & Associates, Inc.

TASK 4: GENENERAL ENGINEERING CONSULTANT (GEC) MAMAGEMENT INCLUDING CONTRACT NEGOTIATIONS

Subtask B: General Engineering Consultant (GEC) Management of the following: SH 365 / TCC (Env., Eng., & Surv./ROW); IBTC (Env., Eng., & Surv./ROW); US 281 Mil Hwy Overpass (Env., Eng., & Surv./ROW); US 83 Connector to FM 495 (Env., Eng., & Surv./ROW)

Work Performed This Period

- Provide support the PMC/GEC
- Reviewed existing environmental documentation.
- Provided scope and fee information.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

Subconsultant: Guzman-Muñoz Engineering and Surveying, Inc.

TASK 1: RESEARCH/ANALYZE/GATHER ALL DOCUMENTS AND DEVELOP PROGRAM MANAGEMENT PLAN

Subtask A: Research/Analyze/Gather all existing documents

Work Performed This Period

- Provided support and assistance to PMC to print, sort and organize all historic HCRMA files.
- Provided support and assistance to PMC to print, sort and organize all incoming HCRMA files.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None

PROGRESS REPORT
Work Authorization No. 1

Report # 6

Report Period: 04/01/2012 through 04/30/2012

Client: Hidalgo County Regional Mobility Authority

Subconsultant: Barrera Torres Infrastructure, PLLC

TASK 1: RESEARCH/ANALYZE/GATHER ALL DOCUMENTS AND DEVELOP PROGRAM MANAGEMENT PLAN

Subtask C: Develop Program Management Plan

Work Performed This Period

- Submitted final drafts to Program Manager for eventual inclusion in the HCRMA Library of Documents and continue development of that manual when Utility coordination becomes a daily activity for the HCRMA.
- Reviewed and provided content for Utility Coordination section of the Project Management Plan that will be a part of the deliverables to TxDOT.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None.

PROGRESS REPORT
Work Authorization No. 1
Report # 6
Report Period: 04/01/2012 through 04/30/2012
Client: Hidalgo County Regional Mobility Authority

Subconsultant: Aranda & Associates, Inc.

TASK 1: RESEARCH/ANALYZE/GATHER ALL DOCUMENTS AND DEVELOP PROGRAM MANAGEMENT PLAN

Subtask B: Review Existing Quantities/Estimates and Prepare Cursive Review of Project Development Cost Estimate on all projects

Work Performed This Period

- Provide general surveying services and GIS mapping support to PMC activities on all ongoing projects.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None

Subtask C: Develop Program Management Plan

Work Performed This Period

- Continued to assist PMC in developing and completing the ROW Acquisition Management Plan and submit final documents to the Program Manager for eventual inclusion in the HCRMA Library of Documents and continue development of that manual when ROW Acquisition becomes a daily activity for the HCRMA.
- Reviewed and provided content for ROW Acquisition section of the Project Management Plan that will be a part of the deliverables to TxDOT.
- Supported the PMC in development of the Utilities Relocation Manual.

Work To Be Performed Next Period

- None.

Actions Required Immediate Attention

- None.

Integ Corporation4209 8 Mile Line
Edinburg, TX 78541**INVOICE**

Invoice Number: 325

Invoice Date: Apr 30, 2012

Page: 1

Duplicate

Voice: 956-227-3623

Fax:

Bill To:Hidalgo Co. Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596**Ship to:**Hidalgo Co. Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596

| Customer ID | Customer PO | Payment Terms | |
|----------------------|-----------------|---------------------|----------|
| Hidalgo Co. Regional | | Due at end of Month | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 4/30/12 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|--|------------|-----------------|
| 1.00 | | Consulting and Administrative services for the month of April 2012 | 6,000.00 | 6,000.00 |
| Subtotal | | | | 6,000.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 6,000.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 6,000.00 |

Check/Credit Memo No:

Integ Corporation4209 8 Mile Line
Edinburg, TX 78541

Voice: 956-227-3623

Fax:

INVOICE

Invoice Number: 526

Invoice Date: May 1, 2012

Page: 1

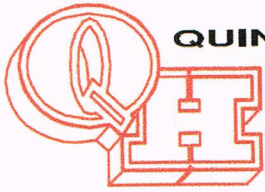
Duplicate

Bill To:Hidalgo Co. Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596**Ship to:**Hidalgo Co. Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596

| Customer ID | Customer PO | Payment Terms | |
|----------------------|-----------------|---------------------|----------|
| Hidalgo Co. Regional | | Due at end of Month | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Airborne | | 5/31/12 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|--|------------|-----------------|
| 1.00 | | Consulting and Administrative services for the month of May 2012 | 6,000.00 | 6,000.00 |
| Subtotal | | | | 6,000.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 6,000.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 6,000.00 |

Check/Credit Memo No:



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

April 18, 2012

Ms. Flor Koll
Transportation Planner I
Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, Texas 78596

**Re: Hidalgo County Trade Corridor Connector
Payment Request**

Dear Ms. Koll:

Attached IS the following invoice:

- Work Authorization No.1; Payment Request No.2 in the amount of \$ 68,158.75 for Topographic Survey and Utility Surveying
- CD with back up data

Please review this invoice and process it for payment.

Should you have any questions, please call me at (956) 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

Flor E. Koll

From: Louis Jones <Louis.Jones@dannenbaum.com>
Sent: Tuesday, May 08, 2012 1:52 PM
To: Flor E. Koll (fkoll@hcrma.org)
Cc: Cynthia Luera; Eric Davila; Richard Seitz
Subject: FW: QHA Inv. 7817
Attachments: QHA Inv. 7817.pdf

FLOR, INVOICE APPROVED BY PMC TEAM

From: James Aranda [<mailto:arandaj@arandaworld.com>]
Sent: Tuesday, May 08, 2012 1:43 PM
To: Cynthia Luera
Cc: Louis Jones
Subject: QHA Inv. 7817

Mr. Jones

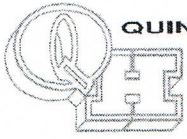
I have reviewed the work performed and submitted by Quintanilla Headley and find the work commensurate with the invoiced amount.

I have signed and approved Invoice #7817, dated 4/18/2012 and have attached a scanned copy thereof...

James Aranda



Aranda and Associates, Inc.
1552 Dove Ave.
McAllen, Texas 78504
Office: 956-631-0944
Fax: 956-631-0992



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Engineering Firm Reg. No. F-1513
Surveying Firm Reg. No. 100411-00
124 E. Stubbs, Edinburg, Texas 78539

| DATE | INVOICE No. |
|-----------|-------------|
| 4/18/2012 | 7817 |

BILL TO

Hidalgo County RMA
Attn: Ms. Flor Koll
Transportation Planner
510 S. Pleasantview Drive
Weslaco, Texas 78596

| DESCRIPTION | AMOUNT |
|--|-------------|
| PROJECT: HIDALGO COUNTY TRADE CORRIDOR CONNECTOR WORK AUTHORIZATION No. 1 | 68,158.75 |
| PAYMENT REQUEST No. 2 1. TOPOGRAPHIC SURVEY FC-150 \$29,287.50 2. UTILITY COORDINATION & SURVEYING \$ 37,221.25 3. PROJECT COORDINATION \$1,650.00 AMOUNT DUE \$68,158.75 SALES TAX | 0.00 |
| <div>Phone No. 956/381-6480</div> <div>PAYMENT IS EXPECTED WITHIN 30 DAYS FROM INVOICE DATE UNLESS OTHERWISE SPECIFIED IN CONTRACT.</div> | \$68,158.75 |

Hidalgo County
Regional Mobility Corridor Connector
Work Authorization No. 1
Payment Request No. 2

| | | | | | | |
|---|---------------------------------|-------------|------------------------|------------------|---|---------------------------------------|
| PROJECT: TCC EAST SECTION - SH 336 TO FM 3072 | | | | | | |
| DATE: April 18, 2012 | | | | | | |
| TASK DESCRIPTION: HIDALGO TRADE CORRIDOR CONNECTOR: FROM STATION 905+00 TO STATION 1218+65 | 3-Person Field Party | RPLS | SURVEY TECH | CADD TECH | CADD WORKSTATI ON WITH PLOTTER | Total Labor Hrs & Cost |
| DESIGN SURVEYING FC-150 | | | | | | |
| HORIZONTAL AND VERTICAL CONTROL | | | | | | |
| Set Benchmark Marks (#5 IR -2-ft Long in concrete) at 1000-ft stations (Max. Spacing). (33 Total). Recover and verify existing Horizontal and Vertical Control Points (Primary Project Control), Establish Horizontal & Vertical control benchmarks at 1000' Intervals, Run GPS for benchmarks to established coordinates, run digital levels loop to benchmarks, generate letter size control recovery sketches, Generate control index horizontal & vertical control sheets. | 120 | 45 | 15 | 60 | 60 | |
| Monument proposed center line/baseline/row. at 1000-foot stations , PC's, PI's and PT's (# 5 IR 2-ft long with wooden lath). Two times (one for design and one for construction). | 120 | 10 | 50 | | | |
| Bore Holes- Field locate all proposed bore holes on project as indicated by Engineer, determine the XYZ coordinates location of the bore holes using GPS. (28 TOTAL BORE HOLES) | 60 | 20 | 25 | 30 | 30 | |
| | | | | | | |
| | | | | | | |
| TOPOGRAPHIC SURVEY FC-150 | | | | | | |
| Update previously complete topographic & cross section survey, data processing, and CAAD mapping (2D&3D) for the limit of the project and fill the voids. Determined changes in topography from voids and outdated maps due to development erosion, etc. (25 Acres Total) (100% Complete) | 40 | 16 | 12 | 20 | 20 | |
| Field locate cross culverts, driveways and driveway culverts, inverts, inventory signs and mailboxes, irrigation standpipes within proposed right of way, and CADD mapping. Provide traffic control, temporary signs and flags. DRIVEWAYS AND TURNOUTS: (a) Inventory of commercial entrances, public road and side streets on planimetrics (b) obtain centerline station (width at R.O.W., pavement and existing radius) © inventory by type (dirt, caliche, graded or paved) on planimetrics. If paved, indicate condition in terms of no patches, has patches or has potholes. obtain width at both edges of the driveways or turnout in line with the side drain. (100% Complete) | 50 | 20 | 20 | 24 | 24 | |
| Profile and cross section major roadways, side streets, and bridges for ties into project (500-ft left & right from proposed ROW) and CADD Mapping. Cross section irrigation crossings for a distance of 20 ft beyond the proposed ROW at 100 ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout. (100% Complete) | 60 | 17.5 | 20 | 30 | 30 | |
| LABOR RATE PER HOUR | \$ 151.25 | \$ 165.00 | \$ 68.75 | \$ 55.00 | \$ 55.00 | |
| SUB-TOTAL LABOR COSTS | \$ 9,075.00 | \$ 2,887.50 | \$ 1,375.00 | \$ 1,650.00 | \$ 1,650.00 | \$ 16,637.50 |
| Tie horizontal and vertical the existing storm drain system and irrigation lines that lies within 20-ft of the proposed ROW. Identify pipe size, type, and flowline. The Engineer will provide ROW Maps and A&M data of existing structures and ROWs. The surveyor will provide copies of the field book and electronic file (complete planimetrics and topography in 2D/3D). (100% Complete) | 50 | 10 | 10 | 25 | 25 | |
| LABOR RATE PER HOUR | \$ 151.25 | \$ 165.00 | \$ 68.75 | \$ 55.00 | \$ 55.00 | |
| SUB-TOTAL LABOR COSTS | \$ 7,562.50 | \$ 1,650.00 | \$ 687.50 | \$ 1,375.00 | \$ 1,375.00 | \$ 12,650.00 |

Hidalgo County
Regional Mobility Corridor Connector
Work Authorization No. 1
Payment Request No. 2

| | | | | | | |
|---|--------------|--------------|-------------|-------------|-------------|--------------|
| OFF-SITE DRAINAGE (Outfall Cross Sections) | | | | | | |
| Survey South Slope of existing levee from station 905+00 to station 990+00 @ 300' Intervals (18 X-Sections) (100% Complete) | 30 | 12 | 12 | 16 | 16 | |
| X-Section of new levee from station 1195+00 to 1256+00 and from station 1275+00 to station 1305+00 @ 300' intervals. (100% Complete) | 80 | 15 | 20 | 40 | 40 | |
| Survey Outfall Areas and profiles of existing drainage facilities and measurements of hydraulic openings under existing bridges. The surveyor will provide with a complete 2D & 3D file including utilities of the outfall identified on the project location map. [37 Acres of Total Outfall Areas (20 X-Sections Total) (100% Complete) | 110 | 15 | 25 | 60 | 60 | |
| | | | | | | |
| UTILITY COORDINATION & SURVEYING | | | | | | |
| The surveyor will meet with the engineer before he ties down any irrigation lines. He will follow the sample given to him by the engineer and tie structures horizontally and vertically and provide Field Books to the engineer. Surveyor will locate all visible utilities as flagged and exposed by others. All utilities within the Irrigation District ROW shall be tied down vertically and horizontally as flagged and exposed by others, and obtain elevations of manholes and valves. The surveyor's staff will coordinate with Texas 811 (Dig Tess) for the location of underground utility lines, also coordinate with Cities, County, Irrigation District, and Drainage District as necessary to acquire utility information. The surveyor shall also provide complete planimetrics and topography in 2D/3D of the lines as well as provide existing irrigation District row data as located on the schematic. (70% Complete) | 117 | 40 | 60 | 80 | 80 | |
| LABOR RATE PER HOUR | \$ 151.25 | \$ 165.00 | \$ 68.75 | \$ 55.00 | \$ 55.00 | |
| SUB-TOTAL LABOR COSTS | \$ 17,696.25 | \$ 6,600.00 | \$ 4,125.00 | \$ 4,400.00 | \$ 4,400.00 | \$ 37,221.25 |
| | | | | | | |
| | | | | | | |
| PROJECT COORDINATION | | | | | | |
| NECESSARY COORDINATION/MEETINGS WITH H.C.R.M.A AND ENGINEER (50% Complete) | | 10 | | | | |
| LABOR RATE PER HOUR | \$ 151.25 | \$ 165.00 | \$ 68.75 | \$ 55.00 | \$ 55.00 | |
| SUB-TOTAL LABOR COSTS | \$ - | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ 1,650.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL LABOR HOURS - TO DATE | 227 | 77.5 | 90 | 135 | 135 | 664.5 |
| LABOR RATE PER HOUR | \$ 151.25 | \$ 165.00 | \$ 68.75 | \$ 55.00 | \$ 55.00 | |
| TOTAL LABOR COSTS - TO DATE | \$ 34,333.75 | \$ 12,787.50 | \$ 6,187.50 | \$ 7,425.00 | \$ 7,425.00 | \$ 68,158.75 |
| | | | | | | |
| | | | | | | |
| TOTAL FC-150 | | | | | | \$ 68,158.75 |
| | | | | | | |
| ROW MAPPING FC-130 | | | | | | |
| Prepare ownership data map, Prepare deed working sketches for the field, Create basemap (Analyze and established parents tracts), Compute existing & proposed R.O.W. lines & parcels, CADD drafting for Parcel Plats, Parcel Metes and Bounds Descriptions, Right of Way Maps consisting of Cover sheet, Index, Control Layout and R.O.W. Sheets, Search for property corners and row. monuments, Field locate Boundary Corners and row. points, Monument proposed row. (property lines at proposed row. and intersecting streets) | | | | | | |
| | | | | | | |
| 50 Parcels @ \$ 3,100.00 EACH | | | | | | \$ - |
| TOTAL FC-130 BASED ON 50 PARCELS ONLY | | | | | | |
| | | | | | | |
| TOTAL LABOR | | | | | | \$ 68,158.75 |

Flor E. Koll

From: Bellamy, Cheryl [SASLLPCPA/WES] <cheryl@sasllpcpa.com>
Sent: Wednesday, April 18, 2012 10:23 AM
To: Flor E. Koll
Subject: March financial reports
Attachments: March Financial Statements.pdf; March General Ledger transactions.pdf; March Trial Balance.pdf

Attached are the financial reports for March. You will need to reimburse the general account \$16,186.37.

I will not be able to make the meeting tonight as I have a previously scheduled engagement.

Cheryl

Scanned for Amavis

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2C
 5/8/12
 5/16/12

3. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF APRIL 2012**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of the financial report for the month of April 2012.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: Yes No X N/A
Funding Source:
4. Staff Recommendation: **Motion to approve the financial report for the month of April 2012 as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Executive Director's Recommendation: X Approved Disapproved None

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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> 5/8/12 </u> |
| FINANCE COMMITTEE | <u> </u> | MEETING DATE | <u> 5/16/12 </u> |
| TECHNICAL COMMITTEE | <u> </u> | | |

1. Agenda Item: **RESOLUTION – AUTHORIZATION TO REMOVE DENNIS BURLESON AS A SIGNATORY ON ALL FIRST NATIONAL BANK ACCOUNTS AND INCLUDE RICARDO PEREZ AS A SIGNATORY ON THE DEBT SERVICE ACCOUNT**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of Resolution 2012-20, which authorizes the removal of Dennis Burleson as signatory on all First National Bank Accounts and including Ricardo Perez as a signatory on the Debt Service Account.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: Yes No X N/A

Funding Source: _____
5. Staff Recommendation: **Motion to approve Resolution 2012-20 as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: X Approved Disapproved None
8. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: May 8, 2012
Re: **Resolution 2012-20 Authorizing the Deletion and Addition of Signatories for the First National Bank Accounts**

In order to update the signatories at First National Bank, a resolution is necessary to authorize any changes.

Based on review by office, approval of Resolution 2012-20 is recommended as presented.

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

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

RESOLUTION NO. 2012-20

**RESOLUTION AUTHORIZING THE REMOVAL OF DENNIS BURLESON AS A SIGNATORY ON ALL
FIRST NATIONAL BANK ACCOUNTS
AND ADDING RICARDO PEREZ AS A SIGNATORY ON THE DEBT SERVICE ACCOUNT**

THIS RESOLUTION is adopted this 16th day of May, 2012 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Authority has established certain bank accounts with First National Bank in connection with a letter of credit agreement by and between First National Bank and the Authority; and

WHEREAS, it has become necessary to revise the authorized signatories for the bank accounts; and

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

1. The Board of Directors authorizes the removal of Dennis Burleson, Chairman, as an authorized signatory on all First National Bank Accounts.
2. The Board of Directors authorizes the addition of Ricardo Perez, Director, as an authorized signatory on the First National Bank Debt Service Account.

Passed and Approved as to be effective immediately this **16th** day of **May 2012**, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

Hidalgo County Regional Mobility Authority

Dennis Burleson, Chairman

Attest:

Joe Daniel Olivarez, Board Secretary/Treasurer

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Item 5A

HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

| | |
|----------------|--------------------|
| AGENDA ITEM | <u> 5A </u> |
| DATE SUBMITTED | <u> 5/8/12 </u> |
| MEETING DATE | <u> 5/16/12 </u> |

1. Agenda Item: **DISCUSSION, CONSIDERATION AND ACTION APPROVING INVESTMENT POLICY AND DESIGNATING AN INVESTMENT OFFICER (RESOLUTION 2012-14)**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of investment policy and designation of an investment officer.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: Yes X No N/A
Funding Source:
5. Staff Recommendation: **Motion to approve the Investment Policy and designate an Investment Officer.**
6. Finance Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: X Approved Disapproved None
8. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-14

APPROVING THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY INVESTMENT POLICY AND DESIGNATING AN
INVESTMENT OFFICER

THIS RESOLUTION is adopted this 16th day of May, 2012 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 Board of Directors of the Authority has been constituted in accordance with the Act;

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

WHEREAS, the Authority’s Finance Committee and consultants have developed the Investment Policy, attached hereto as Exhibit A, to meet the obligations of the Board of Directors and to ensure that Authority funds are invested effectively and wisely;

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

WHEREAS, the Authority’s Financial Advisors have again reviewed the Investment Policy;

WHEREAS, the Board finds it to be in the Authority’s best interest to approve the Investment Policy to meet the needs of the Authority; and

WHEREAS, the Investment Policy requires that the Board approve the designation of the Authority’s Investment Officer, to wit;

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

the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

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 Investment Policy attached hereto as Exhibit A.

Section 3. The Investment Policy may be amended from time-to-time in accordance with the procedures set forth in the Authority's Bylaws.

Section 4. The Board hereby approves the designation of _____ to serve as the investment Officer pursuant to the Investment Policy, such person to be trained by the State of Texas and otherwise meeting the qualifications of an investment officer.

Section 5. The Board approves the oversight of the Investment Officer by the Finance Committee and the Authority's financial advisor.

Section 6. The Board agrees to revisit the Investment Policy and designated Investment Officer on an annual basis to ensure that such policy continues to meet the needs of 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 16th day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A
INVESTMENT POLICY

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INVESTMENT POLICY

ADOPTED May 16, 2012

Investment Policy

I. Scope

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

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

II. General Objectives

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

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a. **Credit Risk** Hidalgo County RMA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
 - Limiting investments to the safest types of securities and the highest credit quality investment counterparts
 - Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which Hidalgo County RMA will do business
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
 - b. **Interest Rate Risk** Hidalgo County RMA will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
 - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
 - Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.
3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal.
 - A security swap would improve the quality, yield, or target duration in the portfolio.
 - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

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

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

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

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

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

IV. Financial Dealers and Institutions

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

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

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

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

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

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

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

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

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

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

V. **Suitable and Authorized Investments**

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

Obligations of or Guaranteed by Governmental Entities

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

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

- (e) Certificates of Deposit and Share Certificates

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

- (f) Repurchase Agreements

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

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

- (g) Banker's Acceptance

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

(h) Commercial Paper

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

(i) Mutual Funds

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

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

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

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

(j) Investment Pools

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

- (1) The types of investments in which money is allowed to be invested.
- (2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
- (3) The maximum stated maturity date any investment security within the portfolio has.
- (4) The objectives of the pool.
- (5) The size of the pool.

- (6) The names of the members of the advisory board of the pool and the dates their terms expire.
- (7) The custodian bank that will safe keep the pool's assets.
- (8) Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation.
- (9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- (10) The name and address of the independent auditor of the pool.
- (11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
- (12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

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

- (1) The types and percentage breakdown of securities in which the pool has invested.
- (2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.
- (3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year.
- (4) The book value versus the market value of the pool's portfolio, using amortized cost valuation.
- (5) The size of the pool.
- (6) The number of participants in the pool.

- (7) The custodian bank that is safekeeping the assets of the pool.
- (8) A listing of daily transaction activity of the Authority in the pool.
- (9) The yield and expense ratio of the pool.
- (10) The portfolio managers of the pool.
- (11) Any changes or addenda to the offering circular.

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

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

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

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

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

(k) Guaranteed Investment Contracts

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

- (1) Has a defined termination date;
- (2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at

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

- (3) Is pledged to the Authority and deposited with the Authority or with a third party selected and approved by the Authority; and
- (4) Meets the following requirements:
 - a) The Board of Directors of the Authority must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
 - b) The Authority must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - c) The Authority must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

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

VI. Investment Parameters

1. **Diversification** The investments shall be diversified by:
 - limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
 - limiting investment in securities that have higher credit risks,
 - investing in securities with varying maturities, and
 - continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.
2. **Maximum Maturities** To the extent possible, Hidalgo County RMA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Hidalgo County RMA will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. Hidalgo County RMA shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

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

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

VII. Reporting

1. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow Hidalgo County RMA to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:
 - Listing of individual securities held at the end of the reporting period.
 - Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
 - Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - Listing of investment by maturity date.
 - Percentage of the total portfolio which each type of investment represents.
2. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.
3. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

VIII. Policy Considerations

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

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

IX. List of Attachments

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

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

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Item 5B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 5B
 5/8/12
 5/16/12

1. Agenda Item: **DISCUSSION, CONSIDERATION AND ACTION APPROVING AGREEMENT WITH INTEG, INC. (RESOLUTION 2012-16)**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of amendment to agreement with Integ, Inc.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: X Yes No N/A
Funding Source: Vehicle Registration Fund Balance \$5,587,270.46
5. Staff Recommendation: **Motion to approve the amendment to the Agreement with Integ, Inc. as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: X Approved Disapproved None
8. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-16

AMENDING AND RESTATING THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT WITH INTEG, INC. FOR ADMINISTRATIVE AND MANAGERIAL SERVICES AND APPROVING A FINAL PAYMENT AGREEMENT

THIS RESOLUTION is adopted this 16th day of May, 2012 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, the Board determined that it was in the best interest of the Authority to hire an executive director or a consultant to provide administrative and managerial services for the Authority;

WHEREAS, after a solicitation and public presentations to the Board, on October 8, 2009, the Board selected Godfrey Garza and his consulting firm, Integ, Inc. as the best candidate to provide administrative services to the Authority and agreed that such services could be satisfied through a consulting firm operating under an administrative and managerial contract with the Authority; accordingly, the Board authorized the Executive Committee to enter into negotiations with Mr. Garza on behalf of Integ, Inc.;

WHEREAS, the Executive Committee drafted terms of engagement, met with Mr. Garza, negotiated a professional services agreement for administrative and managerial services (the “Agreement”), and on November 12, 2009, the Agreement was ratified by the Board;

WHEREAS, under the terms of the Agreement, Integ, Inc. is an independent consultant to the Authority, engaged to provide administrative and managerial services and Mr. Garza is the authorized representative from Integ, Inc. working under the Agreement;

WHEREAS, the Agreement does not create an employee-employer relationship between the parties or their representatives;

WHEREAS, under the terms of the Agreement, neither Integ, Inc. nor Godfrey Garza, as Integ, Inc.'s representative, is the full-time, chief administrator of the Authority; rather, Integ, Inc. will, for the duration of the Agreement, provide administrative and managerial consulting services to the Authority;

WHEREAS, similar arrangements have been utilized by other regional mobility authorities where administrative services have been contracted through interlocal agreements; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to revise and restate the Agreement, recognizing changes in scope and services authorized by the Board;

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

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

Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A, including the Final Payment and Release Agreement.

* * *

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 16th day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ADMINISTRATIVE AND MANAGERIAL SERVICES
FOR THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

AMENDED AND RESTATED ON MAY 16, 2012

This AGREEMENT (the "Agreement") was made and entered into this 12th day of November, 2009, and on May 16, 2012 was amended and restated, by and between Hidalgo County Regional Mobility Authority, a regional mobility authority created and operating under Chapter 370, Texas Transportation Code, (the "Authority") and INTEG, Inc., a Texas Corporation ("Consultant"). In this Agreement, the Authority and the Consultant are sometimes jointly referred to as "the Parties" and singly as a "Party".

Recitals:

WHEREAS, the Authority desires to receive the benefit of the expertise, knowledge, and experience of the Consultant, and Consultant wishes to provide such consulting services (the "Work") to Authority on the terms and conditions as set forth below; and

WHEREAS, the Authority finds that the Consultant is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Authority's purpose.

NOW, THEREFORE, in consideration of the respective mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. TERM:

This Agreement shall take effect upon execution by both Parties (the "Effective Date"), and remain in effect until terminated in writing by either Party or completion of Consultant's Work (such period, the "Term"). The Consultant's Work shall terminate no later than three years from the Effective Date.

2. SCOPE OF CONSULTING SERVICES:

Commencing on the Effective Date of this Agreement, Authority engages Consultant, and Consultant agrees to provide to Authority administrative and managerial services, including project development services, (the "Work"), as more fully described in the Pricing Schedule attached hereto as Exhibit "A".

Consultant shall provide to the Authority a monthly report of activities and efforts made in furtherance of the Work. Such report shall be provided at regularly scheduled public meetings of the Board of Directors of the Authority.

3. INDEPENDENT CONSULTANT:

This Agreement is not intended to and does not establish or form a joint venture, partnership, employer/employee relationship, corporation, or any other formal business association between the parties hereto. The rights and obligations of the Parties shall be only as expressly set forth in this Agreement. Consultant shall perform under this Agreement as an independent Consultant and not as an employee of the Authority.

4. CONFIDENTIAL INFORMATION:

(a) Consultant shall not disclose to a third party any proprietary information of the Authority, whether such information is created by the Authority, its consultants, its Pass-Through Agent, or a vendor or proposer ("Confidential Information").

(b) From time to time, Consultant may be required to execute a specific non-disclosure agreement in order to review Confidential Information relevant to the Consultant Work.

(c) Consultant shall exercise all reasonable precautions to protect and preserve the confidentiality of Confidential Information.

This provision shall survive termination of this Agreement.

5. NON-EXCLUSIVE RIGHT:

(a) Authority acknowledges that Consultant provides similar services for other clients and that Consultant shall be free to work for other clients in matters that (i) do not involve the use of any Confidential Information that has been disclosed to the Consultant pursuant to this Agreement or (ii) do not directly relate to the specified Work provided by the Consultant under this Agreement.

(b) In entering into this Agreement with the Authority, the Consultant is not precluded from other future engagements with the Authority or its consultants.

6. REPRESENTATIONS:

Consultant warrants that:

(a) The Consultant has not compensated any person to solicit or secure this Agreement and that it has not paid or agreed to pay, and shall not pay, any Authority representative resulting from the consideration to be paid to Consultant pursuant to this Agreement.

(b) The Consultant does not know of any legal, contractual, regulatory, or financial impediment to its participation in this Agreement.

(c) The Consultant's representative executing this Agreement is legally authorized to bind the Consultant to the terms of this Agreement.

(d) The Consultant affirms that it does not have any financial interest in the outcomes of the Consultant Work.

(e) The Consultant does not have any professional or business relationships with anyone who has financial interest in the outcome of the Consultant Work, nor does anyone with a financial interest in the outcome of the Consultant Work exercise any control over the Consultant.

The Authority warrants that:

(a) The Authority does not know of any legal, contractual, regulatory, or financial impediment to its participation in this Agreement.

(b) The Authority's representative executing this Agreement is authorized to legally bind the Authority to the terms of this Agreement.

7. PERFORMANCE STANDARDS:

It is the intent of this Agreement that Work performed by the Consultant be equal to the practice prevalent by consultants practicing within the subject area of the Work and commensurate with the magnitude and intricacy of the Work under consideration. The Work shall be performed in accordance with the bounds of the law and all applicable best practices, industry standards, codes, regulations, and ordinances in force during the Term of this Agreement.

Consultant acknowledges and agrees that time is of the essence in the performance of all Work governed under this Agreement. Consultant shall at all times conduct itself with the highest standards of honesty, integrity, and fair dealings.

8. SUBCONTRACTORS

Consultant may engage subcontractors to further the Consultant Work under this Agreement. Costs of such subcontractors may be borne by the Consultant or by the Authority, as provided for in the Pricing Schedule; provided, however, that if costs are borne by the Authority such subcontractors and a budget must be approved by the Board of Directors prior to beginning any work.

9. CONSULTANT'S FEES:

The Consultant shall receive compensation for Work performed, as specifically set forth in the agreed "Professional Services Pricing Schedule" attached hereto and incorporated by reference herein.

10. INVOICING AND PAYMENT:

(a) Consultant shall submit invoices monthly and a final invoice upon the satisfaction of the Consultant Work, if any. Within thirty (30) calendar days of receipt of a proper invoice together with supporting documentation (if any), Authority shall pay Consultant the amount due in connection with such invoice.

(b) Authority shall reimburse the Consultant all reasonable costs incurred in connection with the Work. Reimbursable costs include, but are not limited to, travel costs, copies, delivery, etc. that are attributable to the Consultant Work. Costs incurred must comply with existing Authority policy to meet the standard of reasonableness. Any extraordinary reimbursable expenses over \$250 must be approved in advance. The Consultant shall provide substantiation of reimbursable costs incurred to the Authority.

(c) Subcontractor expenses must be approved in advance. Expenses and subcontractor expenses not approved in advance will not be reimbursed by the Authority.

(d) Consultant shall submit all invoices to:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
510 S. Pleasantview Drive
Weslaco, Texas 78596
Attention: Chairman of the Board of Directors

11. DISPUTES AND REMEDIES:

The Consultant and Authority recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, the Consultant and the Authority agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the Consultant and the Authority mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the Parties may take other appropriate action subject to the terms of this Agreement.

12. RECORDS AND AUDITS:

While this Agreement remains in effect and for a period of two (2) years after completion of any Work, Consultant shall maintain complete and accurate records relating to all Work rendered and expenses incurred related thereto. Such records shall be in accordance with reasonable business practices and Authority may, upon reasonable notice to Consultant, review such records at its own expense.

13. INSURANCE:

Consultant shall maintain throughout the Term of this Agreement the following insurance and shall submit certificates, with the project/Authority's name and the Consultant's name, verifying such to Authority:

(a) Worker's Compensation: Worker's compensation insurance and employer's liability insurance as required by the State where the Work is performed.

(b) Vehicle Coverage: Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

(c) General Liability: Commercial general liability insurance covering claims for injuries to members of the public or damage to others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(d) Professional Liability: Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

During the Term, the Authority shall be named as an additional insured on all such policies. All insurance certificates shall state that the insurance carrier will give Authority thirty (30) days' notice of any cancellation, non-renewal, or material change of the policies. The Consultant shall provide the Authority original certificates of insurance. The issuer of any insurance policy must have a rating of at least a B+ and be a financial size of Class VI or better according to the latest Best's rating.

14. TERMINATION:

This Agreement may be terminated in whole or in part for any reason by the Authority at any time during the term of the Agreement, without penalty to the Authority. This Agreement may be terminated in whole or in part for any reason by the Consultant with sixty (60) days' written notice to the Authority. Upon receipt of termination or partial termination from the Authority, Consultant shall immediately cease performance under the terminated Agreement and shall take all reasonable steps to minimize costs relating to such termination. Authority shall pay for Consultant Work properly rendered to the date of termination.

15. LIABILITY:

(a) The services to be provided under this Agreement will be performed entirely at Consultant's risk and Consultant assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement. Consultant will carry for the duration of this Agreement, insurance in accordance with the requirements provided for herein.

(b) The Consultant's sole and exclusive remedy for loss or damage caused by, related to arising from any act or omission of Authority in connection with this Agreement, shall be the recovery of an amount equal to the amount actually owed to the Consultant, as set forth on the Payment Schedule attached hereto, in connection with the specific Work which gives rise to such loss or claim. In no event shall Authority be liable for any lost profits, indirect, incidental, consequential or punitive damages.

16. INDEMNITY:

Consultant agrees to indemnify the Authority for any and all liability or loss to the extent directly arising out of performance of this Agreement. Consultant shall indemnify Authority against all liability or loss and expense, including reasonable attorney's fees, and against all claims of action to the extent directly based upon or arising out of damage or injury (including death to persons or property) caused by or sustained in connection with the Consultant's negligent acts, errors, or omissions in the performance of this Agreement, or created by conditions hereby based on upon any violation by Consultant of any statutes, orders, ordinances, building codes or regulations, and the defense of any such claims or actions. Consultant shall also indemnify Client against all liability and loss in connection with, and shall assume full responsibility for and payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Consultant and Consultant's employees, if any, engaged in the performance of this Agreement.

17. OWNERSHIP:

The Authority shall own all reports, drawings, specifications, documents and other Deliverables pursuant to this Agreement. Consultant shall not assert any rights at common law or equity or establish any claim to statutory copyright in such materials.

18. SEVERABILITY AND SURVIVAL:

Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition, or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provisions or term or the remaining provisions or terms of this Agreement; provided, however, that if a court having jurisdiction finds that the covenants contained in this Agreement are not enforceable, such court shall have the power to reduce the duration and/or geographic area and/or scope of such covenants, and in their revised form the covenants shall be enforceable.

Notwithstanding any termination or expiration of this Agreement, the provisions of this Agreement that by their nature or context are required or intended to survive, shall survive and remain in full force and effect in accordance with their terms.

19. SUCCESSORS AND ASSIGNMENTS:

This Agreement shall be binding upon and inure to the benefit of Authority and its affiliates and their successors and assigns, and shall be binding upon and inure to the benefit of the Consultant and its legal representatives, provided that in no event shall Consultant's obligations to perform future Work for Authority and its affiliates be delegated or transferred by Consultant.

This Agreement shall not be assigned or transferred by the Consultant without the prior written consent of Authority. Authority may assign this Agreement to any of its affiliates or any entity that acquires ownership and/or control of Authority's business operations, and continues such operations as a going concern.

20. NOTICES:

Any notices under this Agreement shall be personally delivered, sent by recognized overnight courier with proof of delivery, or certified mail, to the Parties at the respective addresses set forth above, or to a new address provided that the Party which changes its address has provided the other Party with proper written notice of change of address pursuant to this Section. Notices given under this Section shall take effect upon receipt.

| | |
|--|--|
| <p>If to Authority:</p> <p>Hidalgo County Regional Mobility Authority 510 S. Pleasantview Drive Weslaco, Texas 78596 Attention: Chairman of the Board of Directors</p> | <p>If to Consultant:</p> <p>INTEG Corporation 4209 8 Mile Line Edinburg, Texas 78541 Attention: Godfrey Garza, Jr.</p> |
| <p><i>With a copy to:</i></p> <p><i>Blakely Fernandez Tuggey Fernandez LLP 3707 N. St. Mary's, Ste. 200 San Antonio, Texas 78212</i></p> | <p><i>With a copy to:</i></p> <p><i>Juan Jesus Hinojosa The Hinojosa Law Firm, P.C. 612 W. Nolana St., Ste. 410 McAllen, Texas 78504</i></p> |

21. PUBLICITY:

The Consultant shall not issue or release for publication any articles or advertising or publicity matters relating to the Work performed hereunder or mentioning or employing the name of Authority or any of its personnel or consultants, unless prior written consent is granted by Authority. The Consultant acknowledges that Authority's consent may be granted or withheld for any reason or no reason. This provision shall survive the termination of this Agreement.

22. GOVERNING LAW:

This Agreement and all rights, remedies and obligations deriving from this Agreement including, but not limited to, matters of construction, validity and performance shall be governed by the laws of the State of Texas, exclusive of its conflict of laws provisions. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Hidalgo County, Texas, which shall be the sole venue for adjudicating disputes hereunder and to which jurisdiction and venue both Parties agree to submit.

23. ENTIRE AGREEMENT, MODIFICATION; AMENDMENTS:

This Agreement, together with its Attachments and Exhibits, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises and representations, whether written or oral, between the Parties with respect to the subject matter of this Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Attachment or Exhibit, then the provisions of this Agreement shall govern, for all purposes. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. No course of dealing between Authority and the Consultant shall be deemed to affect or to modify, amend or discharge any provision or term of this Agreement.

24. COUNTERPARTS:

This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which taken together constitute one and the same agreement.

25. HEADINGS:

The headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement, and shall not affect the construction or interpretation of this Agreement.

26. CUMULATIVE RIGHTS:

The rights and remedies herein provided shall be cumulative and in addition to any other remedies available at law or in equity except to the extent same are proscribed herein.

27. NON-WAIVER:

The waiver by any Party of any breach by another Party of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach. No delay on the part of Authority and the Consultant in the exercise of any of their respective rights or remedies shall operate as a waiver of any such right or remedy.

AGREED AND ACKNOWLEDGED THIS 12th day of November, 2009 and Amended and Restated on May 16, 2012.

AUTHORITY

Hidalgo County Regional Mobility Authority

CONSULTANT

INTEG, Inc.

By: _____

Dennis Burleson, Chairman

By: _____

Godfrey Garza, President

EXHIBIT A

PAYMENT PRICING SCHEDULE – AMENDED & RESTATED MAY 16, 2012

Consultant Work

The Consultant Work consists of providing certain administrative and managerial consulting services to the Authority, including

(i) implementing auditor recommendations and convening the Audit Committee; (ii) coordinating meetings of the Board of Directors and committees thereof; (iii) coordinating consultants and consultant information, including the environmental review process; (iv) managing, along with the Project Engineer, the Preliminary Project Development Agreement process, including review of the Guaranteed Maximum Price proposal, and the Hidalgo County thoroughfare plan; (v) maintaining external relations with Hidalgo County, the City of McAllen and other cities within Hidalgo County, the Hidalgo County Metropolitan Planning Organization, the Texas Department of Transportation, the North American Development Bank, the state legislative delegation; the congressional delegation; and the Federal Highway Administration; (vi) providing media and ratings agency relations and coordination; (vii) identifying and securing a funding plan for the Project (defined on Exhibit B); (viii) implementing for use on the Project, with Hidalgo County, the Hidalgo County Transportation Reinvestment Zone Number 1; and (ix) related efforts to the foregoing.

Total Amount Authorized for Consultant Work: The total amount authorized under this Agreement for all Consultant Work is not-to-exceed \$1,110,000 over a term of three years or less.

Payment

Payment for Consultant Work is split between a monthly fee and a lump sum performance-based fee. All fees under this Agreement, including the Consultant's reimbursable expenses and any subcontractor fees are subject to the not-to-exceed amount.

Monthly Fee: The Authority will pay the Consultant \$6,000 per month for the term of the Contract, such term not to exceed the effective date of the "Acceptance of Final Payment and Release", for performing basic tasks of an administrative/managerial nature under the Consultant Work. The total amount paid under the monthly fee (assuming three full years of service) will not exceed \$216,000.

Federal and State Outreach: The Authority will reimburse the Consultant, including any subcontractors to Consultant, up to \$60,000 for up to three years, for federal, state, and NADBank outreach services.

Reimbursable Expenses: All reimbursable expenses related to the Consultant Work will be approved by the Board of Directors.

Performance Based Fee: Upon funding an executable finance plan for the Project (or substantially all of the Project, meaning 90% to 100% of the Project), within the term of the Agreement, the Consultant will receive the remaining balance of the not-to-exceed amount.

Upon funding an executable finance plan for less than substantially all of the Project, assuming such revised scope is approved by the Board, within the Term of the Agreement, the Consultant will receive 75% of the remaining balance of the not-to-exceed amount or, upon achieving potential construction reimbursement funds, Consultant will receive the percentage of the Performance Based Fee as compared to the percentage of total reimbursement funding achieved.

Funding an executable finance plan is defined as issuing debt or otherwise collecting sources of revenue or agreements for construction reimbursement and, if appropriate, allocating proceeds to appropriate Project accounts. If the Project becomes frustrated, and is determined to be so by the Board, no Performance Based Fee will be paid under this Agreement.

EXHIBIT B

PROJECT

(on file with RMA – November, 2009)

EXHIBIT C

DISCLOSURE FORM

(on file with RMA – November, 2009)

EXHIBIT D
FINAL PAYMENT AND RELEASE

[attached]

ACCEPTANCE OF FINAL PAYMENT AND RELEASE

THIS ACCEPTANCE OF FINAL PAYMENT AND RELEASE (hereinafter, the "Agreement") is made and entered into by and between the Hidalgo County Regional Mobility Authority (the "Authority") and Integ, Inc. ("Integ", collectively, with the Authority, the "Parties", and individually, each a "Party") on the 16th day of May, 2012, pursuant to that certain "Agreement for Professional Services for Administrative and Managerial Services for the Hidalgo County Regional Mobility Authority" (the "Professional Services Agreement") by and between the Parties.

RECITALS

This Agreement is made with reference to the following facts:

A. On or about November 12, 2009, the Parties entered into the Professional Services Agreement for administrative and managerial services). This Professional Services Agreement (attached hereto as Exhibit A) was amended and restated on May 16, 2012.

B. In exchange for Integ's services, Integ is to receive (a) monthly payments of \$6,000; (b) expense and outreach reimbursement; and (c) a final payment for milestone completion.

C. On March 28, 2012, Integ reported to the Authority on the status of the milestones outlined under the Professional Services Agreement.

D. The Board of Directors hereby finds that 35% of the finance plan for the reduced Project was achieved with prospective construction reimbursement (pass-through) funds.

FINAL PAYMENT AND RELEASE

In consideration of the undertakings contained in this Agreement, and other good, valuable, and sufficient consideration, the parties hereto agree as follows:

A. Payment in Satisfaction. Upon full execution of this Agreement, the Authority shall pay Integ the lump sum of \$288,750.00 in full satisfaction of any and all obligations (whether existing, remaining, conditional, or otherwise) of Integ to the Authority under the Professional Services Agreement. This amount reflects 35% of the Performance Based Fee for the reduced project (\$850,000) in recognition of achievement of 35% of the financing goal through construction reimbursement agreements.

B. Certifications and Release. By executing below, Integ certifies that this final payment from the Authority is just and true for work performed under the Professional Services Agreement, and that such constitutes full and final payment, and upon receipt of this payment, which constitutes the balance due, Integ does hereby release the Authority for all liabilities, obligations, payments, and claims under the Professional Services Agreement. All claims by Integ's subcontractors and consultants for work performed under the Professional Services Agreement have been paid or satisfactorily secured.

C. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

1. In connection with the execution of this Agreement, no Party to this Agreement has relied upon any statement, representation, or promise of the other Party not expressly contained herein.

2. This Agreement contains the entire agreement of the Parties hereto and replaces and supersedes all prior agreements, negotiations, and understandings between the Parties, except that the confidentiality provisions of Paragraph 4 and the publicity provisions of Paragraph 21 of the Professional Services Agreement shall prevail.

D. Miscellaneous.

1. Severability. In the event any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

2. Governing law. This Agreement shall be construed in accordance with, and be governed by the laws of the State of Texas.

3. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered, shall be an original and both of which, when executed, shall constitute one and the same instrument.

4. No admission of liability. This Agreement does not constitute an admission by any Party of liability or responsibility to the other. It is acknowledged that each Party's promises, covenants, and releases set forth herein are in consideration of this Agreement.

5. Review. This Agreement is subject to review by the Texas Department of Transportation prior to release of any funds.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

Dated: May 16, 2012

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: Dennis Burleson, Chairman

Dated: May 16, 2012

INTEG, INC.

By: Godfrey Garza, President

Item 5C

HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

| | | | |
|---------------------|-------------------|----------------|------------------------|
| BOARD OF DIRECTORS | <u> X </u> | AGENDA ITEM | <u> 5C </u> |
| PLANNING COMMITTEE | <u> </u> | DATE SUBMITTED | <u> 5/8/12 </u> |
| FINANCE COMMITTEE | <u> </u> | MEETING DATE | <u> 5/16/12 </u> |
| TECHNICAL COMMITTEE | <u> </u> | | |

1. Agenda Item: **ELECTION OF VICE-CHAIRMAN AND SECRETARY/TREASURER**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

In accordance with Hidalgo County Regional Mobility Authority Bylaws Section 21, an election shall be held after February 1st of each year to elect a Vice-Chairman, Secretary and Treasurer. The office of Secretary and Treasurer may be held simultaneously by the same person.
3. Policy Implication: Board Bylaws, Board Policy, Local Government Code
4. Budgeted: Yes No X N/A

Funding Source:
5. Staff Recommendation: **Hold election in accordance with Bylaws.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Executive Director's Recommendation: Approved Disapproved X None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: May 8, 2012
Re: Election of Vice-Chairman, Secretary and Treasurer

In accordance with Section 21 of the Hidalgo County Regional Mobility Authority Bylaws, an election is to be held after February 1st of each year to elect a Vice-Chairman, Secretary and Treasurer.

Provisions in the bylaws allow for the Secretary and Treasurer position to be held simultaneously by the same person. All elected offices are for a term of one year.

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

**FIRST AMENDMENT
to the
BYLAWS OF THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The Bylaws of the Hidalgo County Regional Mobility Authority, initially adopted by the Hidalgo County Regional Mobility Authority Board of Directors on October 12, 2006, is hereby amended as follows:

§ 4. Initial Board

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

§ 5. Subsequent Directors

- (a) When the term of an initial Director of the Authority expires, and thereafter, when the term of each subsequently appointed Director expires, the entity that appointed or recommended the Director whose term is expiring shall appoint or recommend a successor to that Director.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008-11

APPROVING THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FIRST AMENDMENT TO HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY BYLAWS

THIS RESOLUTION is adopted this 20th day of May, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a special 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 was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act;

WHEREAS, the Minute Order of the Commission provides that the County will appoint six of the Authority's Board members and the Governor will appoint the seventh;

WHEREAS, the Bylaws of the Authority, as initially adopted, provide that the County will appoint five of the Authority's Board members, the City of McAllen (the "City") will appoint one Board member, and the Governor will appoint the seventh Board member;

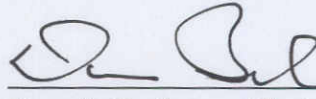
WHEREAS, it was the intention by the County, the City, the Commission, and the Authority that the City would participate in the Authority by recommending a Board member for appointment and that such Board member would be appointed by the County, as provided in the Commission's Minute Order;

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

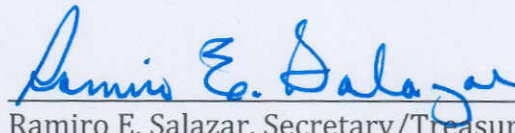
Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the First Amendment to the Hidalgo County Regional Mobility Authority Bylaws, attached hereto 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 SPECIAL MEETING, duly posted and noticed, on the 20 day of May, 2008, at which meeting a quorum was present.



Dennis Burleson, Chairman



Ramiro E. Salazar, Secretary/Treasurer

EXHIBIT A

**BYLAWS OF THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

§ 1. The Authority

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

§ 2. Principal Office

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

§ 3. General Powers

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

§ 4. Initial Board

- (a) The initial Board of the Authority shall be composed of seven (7) Directors, appointed as follows:
 - (1) The Governor shall appoint one (1) Director, who shall serve as the presiding officer of the Board. The Governor’s Appointee must be a resident of Hidalgo County.
 - (2) The Commissioners Court of Hidalgo County shall appoint five (5) Directors, two (2) with terms of two (2) years and three (3) with terms of one (1) year. Each Director must be a resident of Hidalgo County.
 - (3) The City of McAllen shall appoint one (1) Director with a term of two (2) years. Such director may be a resident of the City of McAllen and must be a resident of Hidalgo County.
- (b) The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them through February 1 of the year in which the term of each initial Director expires.
- (c) Directors may be reappointed at the discretion of the entity which appointed them.

- (d) Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors

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

§ 6. Qualifications of Directors

- (a) All Directors will have and maintain the qualifications set forth in this § 6 and in the RMA Act or RMA Rules.
- (b) All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.
- (c) Each Director appointed by the Commissioners Court of Hidalgo County or by a municipality located within Hidalgo County must be a resident of the County at the time of their appointment. All gubernatorial appointees must be a resident of Hidalgo County at the time of their appointment.
- (d) An elected official is not eligible to serve as a Director.
- (e) A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose

spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.

- (f) A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:
- (1) is employed by or participates in the management of a business entity or other organization, other than a political subdivision, regulated by or receives money from TxDOT or the Authority;
 - (2) owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization that is regulated by or receives money from TxDOT or the Authority, other than compensation for acquisition of turnpike right-of-way;
 - (3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority, other than compensation or reimbursement authorized by law for Board membership, attendance, or expenses, or for compensation for acquisition of turnpike right-of-way;
 - (4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction, maintenance, or operation; or
 - (5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT or the Authority.

§ 7. Vacancies

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

§ 8. Resignation and Removal

A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the RMA Act, the RMA Rules, or these bylaws, or if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than one third of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive

Director shall notify the Chairman of the potential ground for removal. The Chairman then shall notify the entity that appointed such Director of potential ground for removal. Additionally, the Commissioner's Court of the county appointing a Director, or the City Council of a municipality appointing a Director, may remove a Director appointed by that entity for cause. A Director shall be considered removed from the Board only after the Authority receives notice of removal from the entity that appointed such Director.

§ 9. Compensation of Directors

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

§ 10. Conflict of Interest

A Director shall not: (a) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director in the discharge of official duties on behalf of the Authority or that the Director knows or should know is being offered with the intent to influence the Director's official conduct; or (b) accept other compensation that could reasonably be expected to impair the Director's independence of judgment in the performance of the Director's official duties. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including Chapter 171 of the Texas Local Government Code and any conflict of interested policy adopted by the Board.

§ 11. Additional Obligations of Directors

Directors shall comply with the requirement to file an annual personal financial statement with the Texas Ethics Commission as provided by § 370.2521 of the RMA Act and the requirement to complete training on the RMA's responsibilities under the Open Meetings Act and the Public Information act as provided by §§ 551.005 and 552.012 of the Texas Government Code.

§ 12. Meetings

All regular meetings of the Board shall be held in a county of the Authority, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four regular meetings shall be held during each calendar year. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three Directors, if they call the meeting. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three Directors shall be set by those Directors.

§ 13. Voting; Quorum

A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the rights and to perform

all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

§ 14. Meetings by Telephone

As authorized by § 370.262 of the RMA Act, the Board, committees of the Board, staff, or any combination thereof, may participate in and hold open or closed meetings by means of conference telephone or other electronic communications equipment by which all persons participating in the meeting can communicate with each other and at which public participation is permitted by a speaker telephone or other electronic communications equipment at a conference room of the Authority or other facility in a county of the Authority that is accessible to the public. Such meetings are subject to the notice requirements set forth in §§ 551.125 (c) – (f) of the Texas Open Meetings Act, however they are not subject to the additional requirements of §§ 551.125 (b) of the Act. The notice must state where members of the public can attend to hear those portions of the meeting open to the public. Participation in a meeting pursuant to this § 14 constitutes being present in person at such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under § 17 of these bylaws. Each part of a meeting conducted by telephone conference call or other electronic means that by law must be open to the public shall be accessible to the public at the location specified in the notice and shall be tape-recorded and documented by written minutes. On conclusion of the meeting, the tape recording and the written minutes of the meeting shall be made available to the public within a reasonable period of time.

§ 15. Procedure

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

§ 16. Committees

The Chairman at any time may designate from among the Directors one or more ad hoc or standing committees, each of which shall be comprised of two or more Directors, and may designate one or more Directors as alternate members of such committees, who may, subject to any limitations imposed by the Chairman, replace absent or disqualified members at any meeting of that committee. The Chairman serves as an ex-officio member of each committee. If approved by resolution passed by a majority vote of the Board, a committee shall have and may exercise all of the authority of the Board, to the extent provided in such resolution and subject to the limitations imposed by applicable law; provided that no Committee shall be authorized to enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority. All contracts and expenditures of the Authority shall be made by the Board of Directors. The Chairman shall appoint the chairman of each committee, as well as Directors to fill any vacancies in the membership of the committees. At the next regular meeting of the Board following the Chairman's formation of a committee, the Chairman shall deliver to the Directors and the

Secretary a written description of the committee, including (a) the name of the committee, (b) whether it is an ad hoc or standing committee, (c) its assigned function(s) and/or task(s), (d) whether it is intended to have a continuing existence or to dissolve upon the completion of a specified task and/or the occurrence of certain events, (e) the Directors designated as members and alternate members to the committee, and its chairman, and (f) such other information as requested by any Director. The Secretary shall enter such written description into the official records of the Authority. The Chairman shall provide a written description of any subsequent changes to the name, function, task, term, or composition of any committee in accordance with the procedure described in the preceding two sentences. A committee also may be formed by a majority vote of the Board, which vote (and not the Chairman) also shall specify the committee's chairman and provide the descriptive information otherwise furnished by the Chairman in accordance with the preceding three sentences. A meeting of any committee formed pursuant to this § 16 may be called by the Chairman, the chairman of the applicable committee, or by any two members of the committee. All committees comprised of a quorum of the Board shall keep regular minutes of their proceedings and report to the Board as required. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed upon the Board or the individual Director by law. To the extent applicable, the provisions of these bylaws relating to meetings, quorums, meetings by telephone, and procedure shall govern the meetings of the Board's committees.

§ 17. Notice of Meetings

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

§ 18. Waiver of Notice

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

§ 19. Attendance as Waiver

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

§ 20. Officers

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

§ 21. Election and Term of Office

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

§ 22. Removal and Vacancies

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

§ 23. Chairman

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

§ 24. Vice Chairman

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

§ 25. Secretary

The Secretary need not be a Director of the Authority. The Secretary shall keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority; attend to the giving

and serving of all notices of meetings of the Board and its committees and such other notices as are required by the office of Secretary and as may be directed by the RMA Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director; seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon; execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law of Board resolution require attestation; certify resolutions of the Board and any committee thereof; maintain custody of the corporate seal, minute books, accounts, and all other official documents and records, files and contracts that are not specifically entrusted to some other officer or depository; and hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

§ 26. Treasurer

The Treasurer need not be a Director of the Authority. The Treasurer shall execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all of such requisitions. In addition, the Treasurer shall execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority; maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories; render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority; invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

§ 27. Administrators

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in Board Resolutions. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director.

§ 28. Executive Director

- (a) The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board.

(b) In addition, the Executive Director:

- (1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;
- (2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations as described in §37 of these bylaws;
- (3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in §37 of these bylaws;
- (4) at the invitation of the Commissioners Court or of the City Council of a municipality located within the County, shall appear, with representatives of the Board, before the inviting body to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;
- (5) may execute inter-agency and interlocal contracts and service contracts approved by the Board;
- (6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and
- (7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the Board.

(c) The Executive Director may delegate the foregoing duties and responsibilities as the Executive Director deems appropriate, provided such delegation does not conflict with applicable law or any express direction of the Board.

§ 29. Interim Executive Director

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority.

§ 30. Indemnification by the Authority

Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, or administrator of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, or administrator shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law, against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is

adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct. In the event of a conviction for an offense involving the conduct for which the director, officer, or administrator was indemnified, the officer, director, or administrator shall be liable to the Authority for the amount of indemnification paid, with interest at the legal rate for interest on a judgment from the date the indemnification was paid, as provided by §370.258 of the RMA Act. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorneys' fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any limitations that exist by law. Any indemnification by the Authority pursuant to this § 30 shall be evidenced by a resolution of the Board.

§ 31. Expenses Subject to Indemnification

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

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

§ 32. Procedure for Indemnification

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

§ 33. Additional Indemnification

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

§ 34. Contracts and Purchases

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

§ 35. Sovereign Immunity

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

§ 36. Termination of Employees

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

§ 37. Strategic Plan, Annual Report, and Presentation to Governmental Bodies

- (a) Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption.
- (b) Under the direction of the Executive Director, or in the absence of an Executive Director, the Chairman shall direct that the staff of the Authority shall prepare a draft of an Annual Report on the Authority's activities during the preceding year and describing all turnpike revenue bond issuances anticipated for the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent Strategic Plan. The draft shall be submitted to the Board not later than January 30th for review, approval, and, subject to revisions required by the Board, adoption. Not later than March 31st following the conclusion of the preceding fiscal year, the Authority shall file with the Commissioners Court of Hidalgo County and the City Council of the City of McAllen the Authority's Annual Report, as adopted by the Board.
- (c) At the invitation of a Commissioners Court or of the City Council of a municipality located within Hidalgo County, representatives of the Board and the Executive Director shall appear before the inviting body to present the Annual Report and respond to questions and receive comments.

§ 38. Rates and Regulations; Compliance with Law

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

§ 39. Seal

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

§ 40. Fiscal Year

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

§ 41. Public Access Policy

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

§ 42. Appeals Procedure

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

§ 43. Amendments by Bylaws

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

§ 44. Dissolution of the Authority

(a) Voluntary Dissolution

- (1) The Authority may not be dissolved unless the dissolution is approved by the Texas Transportation Commission (the “Commission”). The Board may submit a request to the Commission for approval to dissolve.
- (2) The Commission may approve a request to dissolve only if:
 - (A) all debts, obligations, and liabilities of the Authority have been paid and discharged or adequate provision has been made for the payment of all debts, obligations and liabilities;

- (B) there are no suits pending against the Authority, or adequate provision has been made for the satisfaction of any judgment, order or decree that may be entered against it in any pending suit; and
- (C) the Authority has commitments from other governmental entities to assume jurisdiction of all Authority transportation facilities.

(b) Involuntary Dissolution

- (1) The Commission by Order may require the Authority to dissolve if the Commission determines that the Authority has not substantially complied with the requirements of a Commission Rule or an agreement between the department and the Authority.
- (2) The Commission may not require dissolution unless:
 - (A) The Conditions described in § 44(a)(2)(A) and (B) have been met; and
 - (B) The holders of any indebtedness have evidenced their agreement to the dissolution.

Item 6A

HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

| | |
|----------------|--------------------|
| AGENDA ITEM | <u> 6A </u> |
| DATE SUBMITTED | <u> 5/8/12 </u> |
| MEETING DATE | <u> 5/16/12 </u> |

1. Agenda Item: **DISCUSSION, CONSIDERATION AND ACTION ON WORK AUTHORIZATION NUMBER 2 TO EXPEDITE THE DEVELOPMENT OF THE LA JOYA RELIEF ROUTE TO APPROVE DANNENBAUM ENGINEERING (PROGRAM MANAGER) TO PROVIDE ENGINEERING/ENVIRONMENTAL SERVICES TO UPDATE AND OBTAIN TXDOT/FHWA APPROVAL FOR THE LA JOYA RELIEF ROUTE PHASE 1 SCHEMATIC, ENVIRONMENTAL DOCUMENT (RESOLUTION 2011-43)**

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

On May 2, 2012, the Board of Directors authorized cancellation of procurement of the La Joya Relief Route. Work authorization number two with Dannenbaum Engineering is no longer necessary.

3. Policy Implication: Board Policy, Local Government Code

4. Budgeted: Yes No X N/A

Funding Source: _____

5. Staff Recommendation: **Motion to remove from the table and agenda.**

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

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

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



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: May 8, 2012
Re: **Approval of Work Authorization No. 2 for the La Joya Relief Route**

At the May 2, 2012, special meeting, the Board of Directors authorized the cancellation of procurement of design and surveying services for the La Joya Relief Route. The Texas Department of Transportation has assumed responsibility for this project and procurement of professional services was no longer required.

A counterpart to the cancelled professional services procurement for the La Joya Relief Route is the Program Management Consultant Service provided by Dannenbaum Engineering. Work authorization number 2 was proposed to provide program management for the proposed work. With the cancellation of the project, work authorization number 2 is no longer necessary.

Based on review by this office, it is recommended that this item be removed from the table and the agenda.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2011-43

AUTHORIZING WORK AUTHORIZATION NUMBER 2 UNDER THAT
CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM
MANAGEMENT SERVICES WITH DANNENBAUM ENGINEERING
CORPORATION

THIS RESOLUTION is adopted this 16th day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, at a regular meeting on August 22, 2011, the Authority selected Dannenbaum Engineering Corporation (the “Consultant”), based on qualifications to provide surveying services for the Trade Corridor Connector (the “Project”);

WHEREAS, following the selection, the Authority successfully negotiated a contract with the Consultant, along with Work Authorization Number 1, which was approved by the Board on October 27, 2011; and

WHEREAS, the Board finds it beneficial to continue work under the Agreement through Work Authorization Number 2, attached as Exhibit A, providing environmental services on the La Joya Relief Route;

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

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

Section 2. The Board hereby approves Work Authorization Number 2 under that certain Professional Services Agreement entered into by and between the Authority and the Consultant.

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 16th day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Olivarez, Secretary/Treasurer

EXHIBIT A