

THE STATE OF TEXAS                   §  
COUNTY OF CAMERON               §

BE IT REMEMBERED on the 25th day of August 2022, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:  
12:00 Noon

PRESENT:  
FRANK PARKER, JR.  
CHAIRPERSON  
  
MICHAEL SCAIEF  
VICE CHAIRMAN-ABSENT  
  
ARTURO A. NELSON  
SECRETARY  
  
AL VILLARREAL  
TREASURER-ABSENT  
  
MARK ESPARZA  
DIRECTOR  
  
LEO R. GARZA  
DIRECTOR  
  
DR. MARIA VILLEGAS, M.D.  
DIRECTOR-ABSENT

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The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA’s website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas, on this 22nd day of August 2022 at 10:11 A.M. and Supplemental Notice at 11:32 A.M.

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**PUBLIC COMMENTS**

1     **PUBLIC COMMENTS**  
  
None.

## **ACTION ITEMS**

### **2-A Consideration and Approval of the July 27, 2022, Special Meeting Minutes.**

Secretary Nelson moved to approve the July 27, 2022, Special Meeting Minutes. The motion was seconded by Director Esparza and carried unanimously.

### **2-B Acknowledgement of Claims.**

Mr. Victor Barron, RMA Controller went over the Claims and presented them into the record.

Director Esparza moved to acknowledge the Claims as presented. The motion was seconded by Director Garza and carried unanimously.

**The Claims are as follows:**

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### **2-C Approval of Claims.**

Mr. Victor Barron, RMA Controller went over the Claims and presented them into the record.

Treasurer Villarreal moved to approve the Claims as presented. The motion was seconded by Secretary Nelson and carried unanimously.

**The Claims are as follows:**

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### **2-D Consideration and Approval of the Financial Statements and Budget Amendments for the Month of July 2022.**

Mr. Victor Barron, RMA Controller went over the Financial Statements and Budget Amendments for the Month of July 2022.

Director Esparza moved to approve the Financial Statements and Budget Amendments for the Month of July 2022. The motion was seconded by Director Garza and carried unanimously.

**The Financials are as follows:**

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### **2-E Consideration and Approval Authorizing Staff to open a Bank Account for the Transportation Reinvestment Zone (TRZ) Funds.**

Mr. Victor Barron, RMA Controller went over the need to open a Bank Account for the Transportation Reinvestment Zone (TRZ) Funds.

Treasurer Villarreal moved to approve Staff to open a Bank Account for the Transportation Reinvestment Zone (TRZ) Funds. The motion was seconded by Secretary Nelson and carried as follows:

Ayes: Parker, Nelson, Villarreal

Nays: None

Abstain: Garza and Esparza

Note: Directors Garza and Esparza submitted an affidavit and abstained from discussion and vote.

**2-F Consideration and Approval of the Fiscal Year 2023 Holiday Schedule.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Fiscal Year 2023 Holiday Schedule.

Director Esparza moved to approve the Fiscal Year 2023 Holiday Schedule. The motion was seconded by Director Garza and carried unanimously.

**The Schedule is as follows:**

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**2-G Consideration and Approval of Recommendation of highest ranked Proposer for RFP 2022-002 Printing, Insertion and Mailing for Toll Bills and Notices and Approval of Contract with such Proposer.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Award RFP No. 2022-002 and Contract for Printing, Insertion and Mailing for Toll Bills and Notices and approval of contract with proposer. Mr. Sepulveda advised the Board that two proposals were received, and staff evaluated and recommend InfoSend for approval subject to final negotiations and legal approval.

Secretary Nelson moved to award RFP 2022-002 and approve the contract for Printing, Insertion and Mailing for Toll Bills and Notices subject to final negotiations and legal approval. The motion was seconded by Director Esparza and carried unanimously.

**The Contract is as follows:**

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**2-H Consideration and Approval of Work Authorization No. 03 with GDJ Engineering for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering.**

Mr. Eric Davila, RMA Chief Development Engineer went over the need for Work Authorization No. 03 with GDJ Engineering for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering. Mr. Davila informed the board the work authorization had been reviewed for scope of work and fee negotiated and funding for the work authorization would be through an Interlocal with Cameron County and the City of San Benito.

Director Esparza moved to approve Work Authorization No. 03 with GDJ Engineering for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering. The motion was seconded by Secretary Nelson and carried unanimously.

**The Work Authorization is as follows:**

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**2-I Consideration and Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, Peacock Construction, A&I Manufacturing and SpawGlass for the Cameron County Parks Administration Building, Pedro "Pete" Benavides Basketball Courts, the Isla Blanca Toll Booth Projects and the Veterans Bridge DAP Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, Peacock Construction, A&I Manufacturing

and SpawGlass for the Cameron County Parks Administration Building, Pedro “Pete” Benavides Basketball Courts, the Isla Blanca Toll Booth Projects and the Veterans Bridge DAP Project. Mr. Sepulveda informed the board of the estimated invoice amounts for each project as follows: invoice for Noble Texas Builders for the Cameron County Parks Administration in the amount of \$400,000.00, invoice for Peacock Construction for the Cameron County Pedro “Pete” Benavides Basketball Courts in the amount of \$35,000.00, invoice for A&I Custom Manufacturing for the Cameron County Isla Blanca Toll Booth Projects in the amount of \$15,000, and invoice for SpawGlass for the Veterans Bridge DAP Project in the amount of \$174,459.03. Mr. Sepulveda explained the invoices would be ratified at the next meeting.

Director Garza moved to approve the Payment of Invoices and Release of Checks to Noble Texas Builders, Peacock Construction, A&I Manufacturing and SpawGlass for the Cameron County Parks Administration Building, Pedro “Pete” Benavides Basketball Courts, the Isla Blanca Toll Booth Projects, and the Veterans Bridge DAP Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

**2-J Consideration and Approval of a Non-Revenue User Agreement for SH 550 Toll Road.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for a Non-Revenue User Agreement for SH 550 Toll Road. Mr. Sepulveda informed the board the agreement had been reviewed by legal and is for exempt vehicles such as law enforcement and emergency vehicles who use SH 550.

Director Esparza moved to approve a Non-Revenue User Agreement for SH 550 Toll Road. The motion was seconded by Director Garza and carried unanimously.

**The Agreement is as follows:**

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**2-K Consideration and Approval of Contingency and Expenditure Authorization No. 3 for Benavides Park Pavilion.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Contingency and Expenditure Authorization No. 3 for Benavides Park Pavilion. Mr. Sepulveda explained the contingency expenditure authorization had no fiscal impact and recommended approval.

Treasurer Villarreal moved to approve the Contingency and Expenditure Authorization No. 3 for Benavides Park Pavilion. The motion was seconded by Director Garza and carried unanimously.

**The Contingency Authorization is as follows:**

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**2-L Consideration and Approval of Substantial Completion for Benavides Park Pavilion.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Approval of Substantial Completion for Benavides Park Pavilion. Mr. Sepulveda explained the project architect and staff recommend approval.

Secretary Nelson moved to approve Substantial Completion for Benavides Park Pavilion. The motion was seconded by Treasurer Villarreal and carried unanimously.



**2-M Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 2 with Tecsidel ITS S.L. for the Pharr Reynosa International Bridge Toll Collection System.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Supplemental Work Authorization No. 1 to Work Authorization No. 2 with Tecsidel ITS S.L. for the Pharr Reynosa International Bridge Toll Collection System. Mr. Sepulveda explained the work authorization scope of work would remove the purchase of the servers and cost is now reduced from \$47,427.81 to \$7,848.87.

Director Esparza moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 2 with Tecsidel ITS S.L. for the Pharr Reynosa International Bridge Toll Collection System. The motion was seconded by Director Garza and carried unanimously.

**The Supplemental is as follows:**

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**2-N Authorization and Approval to purchase servers for the Pharr Reynosa International Bridge Toll Collection System.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need to purchase servers for the Pharr Reynosa International Bridge Toll Collection System. Mr. Sepulveda explained this was removed from Tecsidel's scope of work in an effort to expedite the lead time for the servers and that staff recommends approval.

Treasurer Villarreal moved to approve the approval to purchase servers for the Pharr Reynosa International Bridge Toll Collection System. The motion was seconded by Secretary Nelson and carried unanimously.

**2-O Consideration and Approval of Reimbursement Agreement between Cameron County Regional Mobility Authority and Union Pacific Railroad for Engineering Review Services for the Harlingen Commerce Street Rail Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for a Reimbursement Agreement between Cameron County Regional Mobility Authority and Union Pacific Railroad for Engineering Review Services for the Harlingen Commerce Street Rail Project. Mr. Sepulveda explained that local funds would be used for the agreement and that staff recommends approval subject to final legal review.

Director Esparza moved to approve the Reimbursement Agreement between Cameron County Regional Mobility Authority and Union Pacific Railroad for Engineering Review Services for the Harlingen Commerce Street Rail Project subject to final legal review. The motion was seconded by Secretary Director Garza and carried unanimously.

**The Agreement is as follows:**

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**2-P Consideration and Approval of Termination Agreement with Quadient for Mailing Services.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need to terminate the Agreement with Quadient for Mailing Services.

Treasurer Villarreal moved to approve the Termination Agreement with Quadient for Mailing Services. The motion was seconded by Director Esparza and carried unanimously.

**The Agreement is as follows:**

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## **SPECIAL NOTICE AGENDA**

### **ACTION ITEMS**

#### **1-A Discussion and Possible Action Regarding Fiscal Year 2022-2023 Annual Budget**

Mr. Victor Barron, RMA Controller went over the Fiscal Year 2022-2023 Annual Budget for discussion.

Director Esparza moved to acknowledge the Fiscal Year 2022-2023 Annual Budget discussions. The motion was seconded by Director Garza and carried unanimously.

**Director Garza made a motion to go into executive session at 12:51 PM. The motion was seconded by Secretary Nelson and carried unanimously.**

#### **3 – EXECUTIVE SESSION**

**3-A** Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to the Agreement between the Cameron County Regional Mobility Authority and Quadient, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

**3-B** Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to the Agreement between the Cameron County Regional Mobility Authority and Ternium México, S.A. de C.V. (“Ternium”), Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

**Secretary Nelson made a motion to come back into open session at 1:03 PM. The motion was seconded by Director Esparza and carried unanimously.**

#### **4 -A Possible Action**

Treasurer Villarreal made a motion to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

#### **4 -B Possible Action**

Secretary Nelson made a motion to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

## ADJOURNMENT

There being no further business to come before the Board and upon motion by Secretary Nelson and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:04 P.M.

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APPROVED this 22nd day of September 2022.

  
CHAIRMAN FRANK PARKER, JR.

ATTESTED:   
ARTURO A. NELSON, SECRETARY



## IMPROVING MORE THAN JUST ROADS

**AGENDA**  
**Regular Meeting of the Board of Directors**  
**of the**  
**Cameron County Regional Mobility Authority**  
**3470 Carmen Avenue, Suite 5**  
**Rancho Viejo, Texas 78575**  
**August 25, 2022**  
**12:00 Noon**

### **PUBLIC COMMENTS:**

1. Public Comments.

### **ITEMS FOR DISCUSSION AND ACTION:**

2. Action Items.
  - A. Consideration and Approval of the July 27, 2022, Special Meeting Minutes.
  - B. Acknowledgement of Claims.
  - C. Approval of Claims.
  - D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of July 2022.
  - E. Consideration and Approval Authorizing Staff to open a Bank Account for the Transportation Reinvestment Zone (TRZ) Funds.
  - F. Consideration and Approval of the Cameron County Regional Mobility Authority Fiscal Year 2023 Holiday Schedule.
  - G. Consideration and Approval of Recommendation of Highest Ranked Proposer for RFP 2022-002 Printing, Insertion and Mailing for Toll Bills and Notices and Approval of Contract with such Proposer.
  - H. Consideration and Approval of Work Authorization No. 03 with GDJ Engineering for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering.
  - I. Consideration and Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, Peacock Construction, A&I Manufacturing and SpawGlass for the Cameron County Parks Administration Building, Pedro "Pete" Benavides Basketball Courts, the Isla Blanca Toll Booth Projects and the Veterans Bridge DAP Project.
  - J. Consideration and Approval of a Non-Revenue User Agreement for the SH 550 Toll Road.

- K. Consideration and Approval of Contingency and Expenditure Authorization No. 3 for Benavides Park Pavilion.
- L. Consideration and Approval of Substantial Completion for Benavides Park Pavilion.
- M. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 2 with Tecsidel ITS S.L. for the Pharr Reynosa International Bridge Toll Collection System.
- N. Authorization and Approval to Purchase Servers for the Pharr Reynosa International Bridge Toll Collection System.
- O. Consideration and Approval of Reimbursement Agreement between Cameron County Regional Mobility Authority and Union Pacific Railroad for Engineering Review Services for the Harlingen Commerce Street Rail Project.
- P. Consideration and Approval of Termination Agreement with Quadient for Mailing Services.

3. **EXECUTIVE SESSION:**

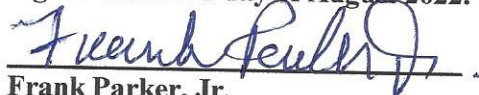
- A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to the Agreement between the Cameron County Regional Mobility Authority and Quadient, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).
- B. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to the Agreement between the Cameron County Regional Mobility Authority and Ternium México, S.A. de C.V. ("Ternium"), Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

4. **ACTION RELATIVE TO EXECUTIVE SESSION:**

- A. Possible Action
- B. Possible Action

**ADJOURNMENT:**

Signed this 22nd day of August 2022.



Frank Parker, Jr.  
Chairman

**NOTE:**

**Participation by Telephone Conference Call** – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

**2-B      ACKNOWLEDGEMENT OF CLAIMS.**



## Claims for Acknowledgement



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 19, 2022**

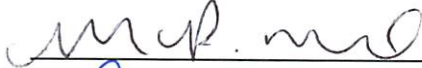


**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Maria D Mayorga	Travel LM 8.19.22	\$ 42.43	Travel Reimbursement LM 8.19.22	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1651	1,680.00	Legal Services July 2022	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62209	8,002.17	Employee Health Benefits Sept 2022	Indirect	Y	Local	Ope
		<u>9,724.60</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Matus Contractor Company	487	\$ 9,500.00	Grass, garbage, herbicide Alton Gloor to SH 48 8.15.22	Indirect	Y	Local	Toll
GotPrint.com	26959370	14,294.96	Envelopes #10 with Window Qty 200,000	Indirect	Y	Local	Toll
Public Utilities Board	PUB 588837 8/22	335.76	Electricity 180042 SH550 Bro, TX Aug 2022	Port Spur - SH550	Y	Local	Toll
Charter Communications	0879673081522	321.05	Ethernet Intrastate 9673 Aug 2022	Direct Connectors - SH550	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62209	6,222.36	Employee Health Benefits Sept 2022	Indirect	Y	Local	Toll
Toshiba America Business Solutions, Inc	5690477	337.03	Excess Prints Tolls Printer Aug 2022	Indirect	Y	Local	Toll
		<u>31,011.16</u>					
Operations		\$ 9,724.60					
Tolls		<u>31,011.16</u>					
Total Transfer		<u>\$ 40,735.76</u>					

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk
 8.19.22
Victor J. Barron,  
Controller
 8.19.22
Pete Sepulveda Jr.,  
Executive Director
 08.19.22



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 12, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	484731	\$ 199.08	Employee Supplemental Insurance Aug 2022	Indirect	Y	Local	Ope
CNA Surety	Bond# 71986032 MV 23	175.00	CNA Surety MV 10/2022-10/2023	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 8,10,22	149.43	Travel Reimbursement LM July-Aug 2022	Indirect	Y	Local	Ope
Environmental Systems Research Institute, Inc.	94300217	1,378.26	GIS Basic Annual Subscription	Indirect	Y	Local	Ope
S&B Infrastructure, LTD	U2716.106-01	4,707.23	Habitat Assessment for East Loop WA1 NTP6	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U2716.400-12	3,032.08	SH550 Gap II WA 4 June 2022	SH550 GAP II	Y	Local	Ope
S&B Infrastructure, LTD	U2972-05	2,168.10	Veterans POV Expansion May 2022	CC- Veterans Bridge	Y	Local	Ope
Charter Communications	0121858080922	1,161.29	Internet/Phones Aug 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 7/22	36.81	Water & Wastewater Ste 7 July 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 7/22	34.92	Water & Wastewater Ste 6 July 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 7/22	34.92	Water & Wastewater Ste 4 July 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 7/22	35.31	Water & Wastewater Ste 3 July 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 7/22	34.92	Water & Wastewater Ste 8 July 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 7/22	34.55	Water & Wastewater Ste 5 July 2022	Indirect	Y	Local	Ope
		<u>13,181.90</u>					

**Operations Interlocal**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Advanced Gamma Electric, LLC	0885	\$ 13,854.50	Los Indios Outbound Install Antennas Brackets	CC - Los Indios LPOE Bldg & Lot Modification	Y	Local	Ope
Peacock General Contractor, Inc.	2201 #6	10,925.00	Benavides Park Pavilion July 2022	CC- Pedro Benavides Pavilion	Y	Local	Restrict
		<u>24,779.50</u>					



# Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Brownsville Police Officers Association	BPOA 36th Tournament	\$ 1,500.00	BPOA 36th Annual Redfish Surf/Fishing Tournament	Indirect	Y	Local	Toll
CDW Government LLC, CDW Government	BS73903	2,336.25	Synology Hard Drives and Disk Station	Indirect	Y	Local	Toll
Eduardo J. Trevino	Travel EJT 8.2.22	169.24	Travel Reimbursement EJT 8.2.22	Indirect	Y	Local	Toll
Quadient Leasing USA, Inc.	N9520481	1,061.10	Mailing System Software Aug 2022	Indirect	Y	Local	Toll
Temp Control, Inc.	301523	318.00	A/C in Gantry not working- Port Spur North Bound	Indirect	Y	Local	Toll
Charter Communications	0121858080922	1,161.28	Internet/Phones Aug 2022	Indirect	Y	Local	Toll
Charter Communications	2868066080322	258.66	Ethernet Intrastate Aug 2022	Direct Connectors - SH550	Y	Local	Toll
United States Postal Service	USPS Replen 8.11.22	15,000.00	Postage Replenishment 8.11.22	Indirect	Y	Local	Toll
Valley Municipal Utility District	3010066802 7/22	40.20	Water & Wastewater Tolls July 2022	Indirect	Y	Local	Toll
		<u>21,844.73</u>					
	Operations	\$ 13,181.90					
	Oper Interlocal	24,779.50					
	Tolls	<u>21,844.73</u>					
	Total Transfer	<u>\$ 59,806.13</u>					

Reviewed by:


Monica R. Ibarra,  
Accounting Clerk

 8.12.22

Victor J. Barron,  
Controller

 8.12.22

Pete Sepulveda Jr,  
Executive Director

 8.12.22



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 4, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allegra Print & Imaging	140773	\$ 100.00	Business Cards for Eric Davila 500 qty	Indirect	Y	Local	Ope
American Express	AMEX July 2022	7,200.26	Credit Card Charges July 2022	Indirect	Y	Local	Ope
Campbells Services	16428	875.00	Janitorial Services July 2022	Indirect	Y	Local	Ope
CNA Surety	Bond# 71344654 ME	161.88	CNA Surety ME 9.27.22-9.27.24	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 7/22	51.44	Bottled Water Delivery July 2022	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 7.31.22	275.00	Travel Reimbursement AG July 2022	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 7.31.22	47.56	Travel Expense MRI 7.31.22	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1978403	67.50	Shredding Services July 2022	Indirect	Y	Local	Ope
MPC Studios, Inc	31900	275.00	Website Hosting Aug 2022	Indirect	Y	Local	Ope
Staples Business Credit	1643389859	463.56	Office Supplies Toner July 2022	Indirect	Y	Local	Ope
Toshiba Financial Services	40490467	311.23	Printer Admin Aug 2022	Indirect	Y	Local	Ope
		<u>9,828.43</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX July 2022	\$ 184.90	Credit Card Charges July 2022	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 7/22	57.95	Bottled Water Delivery July 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222080049631668	216.30	Electricity 570 Fm 511 July 2022	Direct Connectors - SH550	Y	Local	Ope
Direct Energy Business, LLC	222080049635910	412.28	Electricity 1895 FM 511 #1 July 2022	FM1847 - SH550	Y	Local	Ope
Law Enforcement Systems LLC	1008284	1,132.30	Out of State DMV Records July 2022	Indirect	Y	Local	Ope
Kapsch TrafficCom USA, Inc	486023SI00712	14,274.00	Maintenance and Support June 2022	Indirect	Y	Local	Ope
LexisNexis Risk Solutions FL Inc	1546392-20220731	113.43	Address and Name Lookup July 2022	Indirect	Y	Local	Ope
Prisciliano Delgado	10736	250.00	Lawn Care July 2022	Indirect	Y	Local	Ope
Public Utilities Board	PUB 600710 7/22	331.25	Electricity 1100 Fm 511 HWY Bro TX July 2022	Direct Connectors - SH550	Y	Local	Ope
Staples Business Credit	1643389859	832.13	Office Supplies Toner July 2022	Indirect	Y	Local	Ope
AIM Media Texas	40016751-0722	1,806.70	Proposal for Printing & Mailing Services July 2022	Indirect	Y	Local	Ope
United States Postal Service	FC Stamps 8.2.22	6,000.00	First Class Stamps Aug 2022	Indirect	Y	Local	Ope
Verizon Wireless	9911846859	75.98	Internet/Hotspot July 2022	Indirect	Y	Local	Ope
		<u>25,687.22</u>					
	Operations	\$ 9,828.43					
	Tolls	<u>25,687.22</u>					
	Total Transfer	<u>\$ 35,515.65</u>					

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk

*Monica R. Ibarra* 8.4.22

Victor J. Barron,  
Controller

*Victor J. Barron* 8.4.22

Pete Sepulveda Jr.,  
Executive Director

*Pete Sepulveda Jr.* 08.04.22



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 28, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CheckMark	163914	\$ 43.75	TimeClock Fee May 2022	Indirect	Y	Local	Ope
CheckMark	163962	43.75	TimeClock Fee June 2022	Indirect	Y	Local	Ope
Dell	10600839170	3,296.47	Dell Precision 3360 Tower Intel Core i7, Curved Monitor	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222020049592207	51.45	Electricity Ste 7 July 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222020049592208	127.44	Electricity Ste 3 July 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222020049592209	104.54	Electricity Ste 5 July 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222020049592210	78.26	Electricity Ste 4 July 2022	Indirect	Y	Local	Ope
Gexa Energy, LP	33172807	171.32	Electricity Ste 6 July 2022	Indirect	Y	Local	Ope
Republic Services	0863-002221784	131.68	Waste Container Aug 2022	Indirect	Y	Local	Ope
SOARS Soutions, LLC	1392	900.00	Drone Training 32 Hour FAA Compliant Part 107 Course Eric D.	Indirect	Y	Local	Ope
		<u>4,948.66</u>					

**Operations Interlocal**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2022-061	\$ 14,642.90	City of Los Fresnos Sidewalk Project June 2022	Sidewalk Project	Y	Local	Ope
		<u>14,642.90</u>					

# Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	222020049595171	\$ 312.45	Electricity Tolls July 2022	Indirect	Y	Local	Toll
Gexa Energy, LP	33175367	134.90	Electricity 1505 Fm 511 & 1705 Fm 511 July 2022	Direct Connectors - SH550	Y	Local	Toll
NSA Property Holdings, LLC d/b/a Move It Storage- North 77th	Unit#242 Aug 2022	228.00	Storage Rent Unit# 242 Aug 2022	Indirect	Y	Local	Toll
Gotprint.com	26894847	3,283.61	Envelopes #10 with Window Qty 50,000	Indirect	Y	Local	Toll
Toshiba Financial Services	40422707	296.86	Printer Tolls July 2022	Indirect	Y	Local	Toll
United States Postal Service	USPS Repl 7.26.22	15,000.00	Postage Replenishment 7.26.22	Indirect	Y	Local	Toll
		<u>19,255.82</u>					
	Operations	\$ 4,948.66					
	Oper Interlocal	14,642.90					
	Tolls	<u>19,255.82</u>					
	Total Transfer	<u>\$ 38,847.38</u>					

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk

M R. Ibarra 7.28.22

Victor J. Barron,  
Controller

V. Barron 7.28.22

Pete Sepulveda Jr,  
Executive Director

P. Sepulveda Jr 07-28-22

**2-C    APPROVAL OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims August 25, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas County District Retirement System	TCDRS Aug 2022	\$ 14,027.69	TCDRS Aug 2022	Indirect	Y	Local	Ope
		<u>14,027.69</u>					

**Operations Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2021-004-06	\$ 74,100.00	Const Isla Blanca Toll Booth	CC- Isla Blanca Toll Booths	Y	Local	Ope
Noble Texas Builders, LLC	22.0203.00 #5	416,517.48	Camron County Parks Admin Bldg July 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>490,617.48</u>					

**Tolls Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200101	\$ 6,622.87	Maintenance and Support for Pharr Bridge July 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,622.87</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas County District Retirement System	TCDRS Aug 2022	\$ 5,261.67	TCDRS Aug 2022	Indirect	Y	Local	Toll
TollPlus LLC	US2200101	15,989.96	Maintenance and Support July 2022	Indirect	Y	Local	Toll
		<u>21,251.63</u>					
Operations		\$ 14,027.69					
Oper Interlocal		490,617.48					
Tolls Interlocal		6,622.87					
Tolls		<u>21,251.63</u>					
Total Transfer		<u>\$ 532,519.67</u>					

Reviewed by:

Victor J. Barron,  
Controller

*Victor J. Barron*

8.23.22

Pete Sepulveda Jr,  
Executive Director

DocuSigned by:  
*Pete Sepulveda, Jr* 8/23/2022

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**2-D      CONSIDERATION AND APPROVAL OF THE FINANCIAL  
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF  
JULY 2022.**





# **JULY 2022 FINANCIAL REPORT**

**PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR**

**VICTOR J. BARRON, CONTROLLER**



# CCRMA MONTHLY FINANCIAL

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Statement of Revenues and Expenditures - Monthly R&E - Unposted**  
**Transactions Included In Report From 7/1/2022 Through 7/31/2022**

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 283,920	\$ 2,877,350	\$ 3,400,000	\$ (522,650)	\$ 2,938,441	(2.08)
Interlocal agreements	17,583	175,379	351,000	(175,621)	102,033	71.88
Other revenues	835	7,117	9,600	(2,483)	-	100.00
Total Operating Revenues	<u>302,338</u>	<u>3,059,847</u>	<u>3,760,600</u>	<u>(700,753)</u>	<u>3,040,475</u>	<u>0.64</u>
Operating Expenses						
Personnel costs	96,759	950,188	1,281,987	331,799	800,204	18.74
Professional services	14,724	188,034	340,100	152,066	268,031	(29.85)
Advertising & marketing	275	11,168	16,500	5,332	7,000	59.54
Data processing	600	13,678	14,200	522	8,406	62.70
Dues & memberships	129	18,136	20,000	1,864	16,059	12.94
Education & training	2,700	3,448	10,000	6,552	354	874.01
Fiscal agent fees	-	14,445	53,600	39,155	9,795	47.47
Insurance	251	6,884	8,000	1,117	586	1,074.16
Maintenance & repairs	875	27,295	50,000	22,705	609	4,383.34
Office supplies	10,112	42,850	49,800	6,950	6,185	592.75
Leases	311	3,112	3,735	623	53,439	(94.18)
Travel	323	9,654	25,000	15,346	1,084	790.90
Utilities	2,359	19,618	27,000	7,382	16,452	19.24
Contingency	-	6,690	115,000	108,310	-	100.00
Total Operating Expenses	<u>129,417</u>	<u>1,315,200</u>	<u>2,014,922</u>	<u>699,722</u>	<u>1,188,206</u>	<u>10.69</u>
Total Operating Income (Loss)	<u>172,922</u>	<u>1,744,647</u>	<u>1,745,678</u>	<u>(1,031)</u>	<u>1,852,269</u>	<u>(5.81)</u>
Non Operating Revenues						
Interest income	13,327	123,962	55,000	68,962	53,649	131.06
TRZ revenue	3,078,965	3,078,965	2,200,000	878,965	2,208,261	39.43
Total Non Operating Revenues	<u>3,092,291</u>	<u>3,202,927</u>	<u>2,255,000</u>	<u>947,927</u>	<u>2,261,910</u>	<u>41.60</u>
Non Operating Expenses						
Debt interest	-	1,316,937	1,905,678	588,741	1,266,531	3.98
Debt interest-LOC	-	-	25,000	25,000	380	(100.00)
Project expenses	25,070	191,345	2,070,000	1,878,655	106,168	80.23
Total Non Operating Expenses	<u>25,070</u>	<u>1,508,282</u>	<u>4,000,678</u>	<u>2,492,396</u>	<u>1,373,079</u>	<u>9.85</u>
Total Changes in Net Position	<u>\$ 3,240,143</u>	<u>\$ 3,439,292</u>	<u>\$ -</u>	<u>\$ 3,439,292</u>	<u>\$ 2,741,100</u>	<u>25.47</u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Toll Operations Revenues Expenses - Cash - Toll Operations Revenues  
Expenditures - Cash - Unposted Transactions Included In Report From 7/1/2022  
Through 7/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 300,547	\$ 2,314,992	\$ 1,965,000	\$ 349,992	\$ 1,747,631	32.46
Interop Revenues						
Interop revenues	81,716	866,730	855,000	11,730	758,503	14.27
Bridge interoperability	54,388	436,060	500,000	(63,940)	437,812	(0.40)
Total Interop Revenues	<u>136,104</u>	<u>1,302,790</u>	<u>1,355,000</u>	<u>(52,210)</u>	<u>1,196,315</u>	<u>8.90</u>
Other Toll Revenues						
Interlocal agreement	18,268	132,519	161,880	(29,361)	112,860	17.42
Total Other Toll Revenues	<u>18,268</u>	<u>132,519</u>	<u>161,880</u>	<u>(29,361)</u>	<u>112,860</u>	<u>17.42</u>
Total Toll Operating Revenues	<u>454,919</u>	<u>3,750,302</u>	<u>3,481,880</u>	<u>268,422</u>	<u>3,056,806</u>	<u>22.69</u>
Toll Operating Expenses						
Personnel costs	40,266	442,364	634,724	192,360	407,426	8.58
Transaction processing costs	61,228	477,832	527,600	49,768	410,980	16.27
Toll system maintenance/IT	22,613	223,387	273,000	49,613	219,357	1.84
Roadside maintenace	51,238	359,176	467,600	108,424	320,117	12.20
CSC indirect/overhead costs	23,212	181,609	301,190	119,581	154,966	17.19
Total Toll Operating Expenses	<u>198,556</u>	<u>1,684,367</u>	<u>2,204,114</u>	<u>519,747</u>	<u>1,512,847</u>	<u>11.34</u>
Total Operating Income (Loss)	<u>256,363</u>	<u>2,065,934</u>	<u>1,277,766</u>	<u>788,168</u>	<u>1,543,959</u>	<u>33.81</u>
Non Operating Revenues						
Pass through grant	-	-	1,385,000	(1,385,000)	-	-
Total Non Operating Revenues	<u>-</u>	<u>-</u>	<u>1,385,000</u>	<u>(1,385,000)</u>	<u>-</u>	<u>-</u>
Non Operating Expenses						
Debt interest	-	1,678,967	2,662,766	983,799	1,418,045	18.40
Total Non Operating Expenses	<u>-</u>	<u>1,678,967</u>	<u>2,662,766</u>	<u>983,799</u>	<u>1,418,045</u>	<u>18.40</u>
Changes in Net Position	<u>\$ 256,363</u>	<u>\$ 386,967</u>	<u>\$ -</u>	<u>\$ 386,967</u>	<u>\$ 125,914</u>	<u>207.33</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 7/1/2022 Through 7/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 283,920	\$ 2,877,350	\$ 3,400,000	\$ (522,650)	\$ 2,938,441	(2.08)
Interlocal agreement	36,687	315,016	522,480	(207,464)	214,894	46.59
Toll revenues	436,651	3,617,783	3,320,000	297,783	2,943,946	22.87
Total Operating Revenues	<u>757,257</u>	<u>6,810,148</u>	<u>7,242,480</u>	<u>(432,332)</u>	<u>6,097,281</u>	<u>11.69</u>
Operating Expenses						
Personnel costs	137,024	1,392,552	1,916,711	524,159	1,207,630	15.31
Accounting software and services	-	-	2,500	2,500	2,274	(100.00)
Professional services	12,000	156,648	287,600	130,952	232,120	(32.51)
Contractual services	2,724	32,427	75,000	42,573	40,160	(19.25)
Advertising & marketing	7,932	64,577	91,500	26,923	36,367	77.57
Data processing	600	13,678	14,200	522	8,406	62.70
Dues & memberships	129	21,136	27,000	5,864	18,999	11.25
Education & training	2,700	5,289	20,000	14,711	453	1,067.55
Fiscal agent fees	-	17,095	58,800	41,705	14,945	14.39
Insurance	17,049	84,264	87,000	2,737	73,226	15.07
Maintenance & repairs	1,125	44,508	70,000	25,492	4,985	792.75
Office supplies	43,912	290,706	316,800	26,094	202,961	43.23
Road maintenance	71,931	617,885	772,000	154,115	580,843	6.38
Leases	1,927	41,487	56,247	14,760	88,684	(53.22)
Toll services	14,935	134,568	167,600	33,032	122,143	10.17
Travel	2,009	14,714	40,000	25,286	4,249	246.31
Utilities	6,477	51,977	80,400	28,423	62,607	(16.98)
Contingency	5,500	16,058	135,678	119,620	-	100.00
Total Operating Expenses	<u>327,973</u>	<u>2,999,567</u>	<u>4,219,036</u>	<u>1,219,469</u>	<u>2,701,053</u>	<u>11.05</u>
Net Change from Operations	<u>429,285</u>	<u>3,810,581</u>	<u>3,023,444</u>	<u>787,137</u>	<u>3,396,229</u>	<u>12.20</u>
Non Operating Revenue						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Interest income	13,327	123,962	55,000	68,962	53,649	131.06
TRZ Revenue	3,078,965	3,078,965	2,200,000	878,965	2,208,261	39.43
Total Non Operating Revenue	<u>3,092,291</u>	<u>3,202,927</u>	<u>3,640,000</u>	<u>(437,073)</u>	<u>2,261,909</u>	<u>41.60</u>
Non Operating Expenses						
Bond Debt Expense	-	2,995,904	4,568,444	1,572,540	2,684,576	11.60
Debt Interest - LOC	-	-	25,000	25,000	380	(100.00)
Project expenses	25,070	191,345	2,070,000	1,878,655	106,168	80.23
Total Non Operating Expenses	<u>25,070</u>	<u>3,187,249</u>	<u>6,663,444</u>	<u>3,476,195</u>	<u>2,791,124</u>	<u>14.19</u>
Changes in Net Position	<u>\$ 3,496,506</u>	<u>\$ 3,826,259</u>	<u>\$ -</u>	<u>\$ 3,826,259</u>	<u>\$ 2,867,014</u>	<u>33.46</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures

From 7/1/2022 Through 7/31/2022

	<u>Cameron County</u>	<u>City of Los Fresnos</u>	<u>Federal Funds</u>	<u>Total</u>
Non Operating Revenues				
Revenues				
South Padre Island 2nd Access	\$ 49,597	\$ -	\$ -	\$ 49,597
West Rail Corridor	40,346	-	-	40,346
SH550 GAP II	-	-	2,426	2,426
SH 32 (East Loop)	371,399	-	-	371,399
COLF Side Walk	-	14,643	-	14,643
CC- Veterans Bridge	36,864	-	-	36,864
CC - Administration Building & Parking Lot	3,500	-	-	3,500
Total Revenues	<u>501,705</u>	<u>14,643</u>	<u>2,426</u>	<u>518,774</u>
Total Non Operating Revenues	<u>501,705</u>	<u>14,643</u>	<u>2,426</u>	<u>518,774</u>
Non Operating Expenses				
Project expenses				
South Padre Island 2nd Access	49,597	-	-	49,597
West Rail Corridor	40,346	-	-	40,346
SH550 GAP II	-	-	2,426	2,426
SH 32 (East Loop)	371,399	-	-	371,399
COLF Side Walk	-	14,643	-	14,643
CC- Veterans Bridge	36,864	-	-	36,864
CC - Administration Building & Parking Lot	3,500	-	-	3,500
Total Project expenses	<u>501,705</u>	<u>14,643</u>	<u>2,426</u>	<u>518,774</u>
Total Non Operating Expenses	<u>501,705</u>	<u>14,643</u>	<u>2,426</u>	<u>518,774</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures

From 10/1/2021 Through 7/31/2022

	Cameron County	City of Los Fresnos	Federal Grant Funds	Total
Non Operating Revenues				
Revenues				
South Padre Island 2nd Access	\$ 141,614	\$ -	\$ -	\$ 141,614
West Rail Corridor	89,231	-	-	89,231
SH550 GAP II	-	-	16,256	16,256
SH 32 (East Loop)	1,357,115	-	-	1,357,115
Whipple Road	-	1,615	-	1,615
COLF Side Walk	-	14,643	-	14,643
Flor De Mayo Bridge	55,577	-	-	55,577
CC- Veterans Bridge	44,984	-	-	44,984
CC - Old Alice Road	89,663	-	-	89,663
CC - Los Indios LPOE Bldg & Lot Modification	61,125	-	-	61,125
CC - Consulting Services PF	64,000	-	-	64,000
CC - Administration Building & Parking Lot	1,045,652	-	-	1,045,652
CC- Isla Blanca Toll Booths	296,404	-	-	296,404
CC- Pedro Benavides Pavilion	591,139	-	-	591,139
CC- Isla Blanca Parking Lot	574,800	-	-	574,800
CC - International Bridge	23,275	-	-	23,275
Total Revenues	<u>4,434,577</u>	<u>16,258</u>	<u>16,256</u>	<u>4,467,091</u>
Total Non Operating Revenues	<u>4,434,577</u>	<u>16,258</u>	<u>16,256</u>	<u>4,467,091</u>
Non Operating Expenses				
Project expenses				
South Padre Island 2nd Access	141,614	-	-	141,614
West Rail Corridor	89,231	-	-	89,231
SH550 GAP II	-	-	16,256	16,256
SH 32 (East Loop)	1,154,467	-	-	1,154,467
Whipple Road	-	1,615	-	1,615
COLF Side Walk	-	14,643	-	14,643
Flor De Mayo Bridge	55,577	-	-	55,577
CC- Veterans Bridge	44,984	-	-	44,984
CC - Old Alice Road	89,663	-	-	89,663
CC - Los Indios LPOE Bldg & Lot Modification	61,125	-	-	61,125
CC - Consulting Services PF	64,000	-	-	64,000
CC - Administration Building & Parking Lot	1,045,652	-	-	1,045,652
CC- Isla Blanca Toll Booths	296,404	-	-	296,404
CC- Pedro Benavides Pavilion	591,139	-	-	591,139
CC- Isla Blanca Parking Lot	574,800	-	-	574,800
CC - International Bridge	92,787	-	-	92,787
Total Project expenses	<u>4,301,442</u>	<u>16,258</u>	<u>16,256</u>	<u>4,333,956</u>
Total Non Operating Expenses	<u>4,301,442</u>	<u>16,258</u>	<u>16,256</u>	<u>4,333,956</u>
Total Changes in Net Position	<u>\$ 133,135</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 133,135</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Balance Sheet

As of 7/31/2022

	<u>Current Year</u>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 4,065,444
Restricted cash - projects	7,014,579
Restricted cash accounts - debt service	7,448,304
Restricted cash - bond proceeds	3,101,731
Accounts receivable, net	
Vehicle Registration Fees - Receivable	597,995
Other	5,526,838
Total Accounts receivable, net	6,124,833
Accounts receivable - other agencies	6,470,499
Prepaid expenses	21,298
Total Current Assets:	34,246,688
Non Current Assets:	
Capital assets, net	96,875,883
Capital projects in progress	24,834,850
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	121,928,356
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 156,464,949</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	\$ 1,304,124
Unearned revenue	5,297,800
Total Current Liabilities	6,601,924
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	77,467,246
Total Non Current Liabilities	93,601,434
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	<u>100,371,385</u>
<b>NET POSITION</b>	
Beginning net position	48,482,312
Total Beginning net position	48,482,312
Changes in net position	7,611,252
Total Changes in net position	7,611,252
Total NET POSITION	<u>56,093,564</u>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>	<u>\$ 156,464,949</u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows

As of 7/31/2022

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 304,060	\$ 2,851,760
Receipts from interop toll revenues	191,139	1,340,168
Receipts from TPS toll revenues	312,355	2,382,467
Receipts from other operating revenues	3,115,651	3,394,930
Payments to vendors	(249,001)	(1,894,394)
Payments to employees	(136,707)	(1,397,339)
Total Cash Flows from Operating Activities	<u>3,537,498</u>	<u>6,677,592</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(16,168)	(990,895)
Acquisitions of construction in progress	(624,679)	(248,408)
Payments on principal and interest	-	(3,316,205)
Payment on interlocal project expenses	(543,844)	(4,546,101)
Advances and Interlocal project proceeds	(2,872,764)	6,628,340
Total Cash Flows from Capital and Related Financing Activities	<u>(4,057,456)</u>	<u>(2,473,269)</u>
Cash Flows from Investing Activities		
Receipts from interest income	13,327	123,962
Total Cash Flows from Investing Activities	<u>13,327</u>	<u>123,962</u>
Beginning Cash & Cash Equivalents	<u>22,136,691</u>	<u>17,301,774</u>
Ending Cash & Cash Equivalents	<u>\$ 21,630,059</u>	<u>\$ 21,630,059</u>



**To:** Pete Sepulveda

**From:** Victor J. Barron

**Date:** 8/25/2022 *VJB*

**Re:** Budget Amendment #4 FY2022

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**Description:**

**100 Operations Fund**

GL#	GL Description	Budget		Net Change
		Current	Amended	
1	60140 Data Processing	14,200	16,400	2,200
2	60180 Office Supplies	12,800	14,300	1,500
3	60165 Maintenance & Repair	50,000	46,300	(3,700)
Total Fund 100		\$ 77,000	\$ 77,000	\$ -

**525 Toll Fund**

GL#	GL Description	Budget		Net Change
		Current	Amended	
1	60176 Interop Collection Fees	\$ 102,600	\$ 107,600	\$ 5,000
2	60179 PBM- Pre-Court Program	5,000	3,000	(2,000)
3	60189 Postage	215,000	265,000	50,000
4	70110 Bridge Interop Maintenance	75,000	80,000	5,000
5	70150 Merchant Card Services	70,000	80,000	10,000
6	70152 Texas DMV Lookup	48,000	38,000	(10,000)
7	60196 Shipping Charges	2,500	2,000	(500)
8	60135 Legal Expense	25,000	15,000	(10,000)
9	60160 Education & Training	10,000	5,000	(5,000)
10	60170 Maintenance SH-550	144,000	134,000	(10,000)
11	60180 Office Supplies	32,000	47,000	15,000
12	60188 Office Furniture	1,500	-	(1,500)
13	60205 Utilities	15,000	10,000	(5,000)
14	60209 Uniform - lease	6,000	-	(6,000)
15	51100 Payroll	465,960	440,960	(25,000)
16	51400 Payroll Benefits - Health	83,601	73,601	(10,000)
Total Fund 525		\$ 1,301,161	\$ 1,301,161	\$ -

DocuSigned by:

*Pete Sepulveda, Jr*

Pete Sepulveda, Jr. Executive Director

8/23/2022

Date

**2-E      CONSIDERATION AND APPROVAL AUTHORIZING STAFF TO OPEN  
A BANK ACCOUNT FOR THE TRANSPORTATION REINVESTMENT  
ZONE (TRZ) FUNDS.**

# Corporate Authorization Resolution

Texas Regional Bank

P O Box 5555  
McAllen, TX 78502-5555

By: CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
TRANSPORTATION REINVESTMENT ZONE (TRZ)  
FUNDS

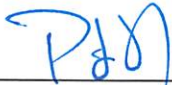


3461 CARMEN AVE TX 78575  
RANCHO VIEJO

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Corporation"*

I, ALONZO ALBERTO VILLARREAL, certify that I am Secretary (clerk) of the above named corporation organized under the laws of TEXAS, Federal Employer I.D. Number 39-2050620, engaged in business under the trade name of CAMERON COUNTY REGIONAL MOBILITY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. PETE SEPULVEDA JR	X 	X
B. FRANK PARKER	X 	X
C. ALONZO A VILLARREAL	X 	X
D.	X	X
E.	X	X
F.	X	X

**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A,B _____	(1) Exercise all of the powers listed in this resolution.	ONE _____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

**Limitations on Powers.** The following are the Corporation's express limitations on the powers granted under this resolution.

## Resolutions

**The Corporation named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Effect on Previous Resolutions.** This resolution supersedes resolution dated N/A . If not completed, all resolutions remain in effect.

#### Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

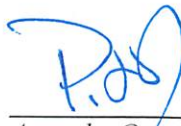
☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on

08/22/2022 (date).



Secretary  
ALONZO A VILLARREAL



Attest by One Other Officer  
PETE SEPULVEDA JR

#### For Financial Institution Use Only

Acknowledged and received on 08/22/2022

(date) by Marta Rosales (initials)

☐ This resolution is superseded by resolution dated

**Comments:**

## ACCOUNT AGREEMENT

TEXAS REGIONAL BANK  
P O Box 5555  
McAllen, TX 78502-5555

Account Number: 1620939

**Account Owner(s) Name & Address**  
CAMERON COUNTY REGIONAL MOBILITY  
TRANSPORTATION REINVESTMENT ZONE (TRZ) FUNDS

Agreement Date: 08/22/2022 By: Marta Rosales  
☐ EXISTING Account - This agreement replaces previous agreement(s).  
☐ This is a Temporary account agreement.

**Account Description:** TRB INTEREST CHECKING PUBLIC FUNDS

3461 CARMEN AVE  
RANCHO VIEJO TX 78575

☒ Checking ☐ Savings ☐ NOW ☐ \_\_\_\_\_  
Initial Deposit \$ \$100.00 Source: Internal Transfer

**Ownership of Account - CONSUMER Purpose**

☐ The types of accounts provided by Texas law have been disclosed on the separate Single-Party or Multiple-Party Account Selection Form Notice (Selection Form Notice), on which the undersigned have initialed to designate the ownership type selected. The undersigned acknowledge(s) receipt of a copy of the completed Selection Form Notice.

**Signature(s).** The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability  
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks  
☒ Common Features ☐ \_\_\_\_\_

**Ownership of Account - BUSINESS Purpose**

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership  
☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)  
☐ C Corporation ☐ S Corporation ☐ Non-Profit  
☒ Public Entity

Business: Municipality

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Additional Information:**

(1): ☒ PETE SEPULVEDA JR  
PETE SEPULVEDA JR- EXECUTIVE DIRECTOR  
I.D. # \_\_\_\_\_ D.O.B. 06/24/1964  
05/23/1966

(2): ☒ Frank Parker Jr  
FRANK PARKER JR- CHAIRMAN OF THE BOARD  
I.D. # \_\_\_\_\_ D.O.B. 10/23/1957

(3): ☒ Alonzo Alberto Villarreal Jr  
ALONZO ALBERTO VILLARREAL JR- TREASURER  
I.D. # \_\_\_\_\_ D.O.B. 06/23/1966  
06/23/1966

(4): ☒ \_\_\_\_\_  
I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

☐ The person(s) named below are Convenience Signers only (not owners)

☒ \_\_\_\_\_

I.D. # \_\_\_\_\_ Other \_\_\_\_\_

☒ \_\_\_\_\_

I.D. # \_\_\_\_\_ Other \_\_\_\_\_

**Backup Withholding Certifications** (Non-"U.S. Persons" - Use separate Form W-8)

☒ By signing at right, I, PETE SEPULVEDA JR, certify under penalties of perjury that the statements made in this section are true.

☒ **TIN:** 39-2050620 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) \_\_\_\_\_

**FATCA Code.** The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**U.S. Person.** I am a U.S. citizen or other U.S. person (as defined in the instructions).





## BUSINESS ONLINE BANKING USER SECURITY FORM

☐ NEW REQUEST    ☒ UPDATE TO EXISTING USER

**CLIENT NAME:** Cameron County Regional Mobility Auth.

**Client Number:** 392050620

**Port#** \_\_\_\_\_

#	Account#	Account Nickname	#	Account#	Account Nickname
A	1620939	Trans R - INVE ZONE (TRZ) Funds	F		
B			G		
C			H		
D			I		
E			J		

\*Overall default limit for Business Mobile Deposit is \$10,000.00 per day

	User Full Name	Contact #	User Email Address	Account #s	View Balance Transactions/ Export /eStatment	Stop Payment	Internal Transfer	Bill Pay	*Mobile Deposit
1	Victor Barron			A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Pete Sepulveda			A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Monica Ibarra			A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The afore named company hereby requests Texas Regional Bank to allow only the above-mentioned personnel to have access to the specified accounts with the specified capabilities of Texas Regional Banks' Business Online "On-Line" access described above on this 22 day of September, 2022. I/We "Customer" will be liable for notifying Texas Regional Bank of any changes to the above indicated owner/employee list.

The authorizations provided herein are effective as of the day and year first written and signed. And such authorizations shall remain in effect until cancelled or modified as set forth in the Texas Regional Banks' Business Online Service Agreement.

The persons signing this authorization represents to Texas Regional Bank that: (1) the person(s) listed above have been authorized by the Customer to initiate and/or approve "On-Line" requests, and (2) the person(s) signing this authorization are authorized by the Customer/Company to sign a binding agreement.

Pete Sepulveda

Print Name

Authorized Signature on accounts above

10.14.22

Date

Print Name

Authorized Signature on accounts above

Date

**Texas Regional Bank:**

Submitted By: Cynthia Quintanilla

Date \_\_\_\_\_

(EB) Received By: \_\_\_\_\_

Date \_\_\_\_\_

(EB) Reviewed By: \_\_\_\_\_

Date \_\_\_\_\_



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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the

deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Courtesy Overdraft Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough

money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining your available balance** - We use the "ledger balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "ledger" balance may not be the same as your account's "available" balance. This means an overdraft or an NSF transaction could occur regardless of your account's available balance.

Your account's ledger balance (sometimes called the actual balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system

cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. No posting order is neutral to all parties to a transaction and understanding this fact, the bank has chosen to post items in the following general order. The bank will sort items for processing first by transaction type in the following order: wire transfers, Bill Pay items, teller cashed items, telephone/Internet initiated transfers, debit card transactions, ATM withdrawals, pre-authorized debit transactions, other electronic transactions and paper-based checks or drafts. Within transaction types, items are processed by dollar amount with the smallest items being processed first unless the item has a check number, which are processed in numerical order. The bank reserves to post in any order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**CONVENIENCE ACCOUNT** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**TRUST ACCOUNT** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and

maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**DEPOSIT RECLASSIFICATION** - A portion of your account balance may be reclassified into a separate "subaccount" in our system, based on your transaction activity. This change will have no impact on your account, your balance, your interest (if applicable), funds availability, your monthly statement, online banking, or your ability to use your account as you do today. There will be no impact on your account whatsoever. This is an internal accounting procedure that we are required by law to disclose to you.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you

must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we

have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

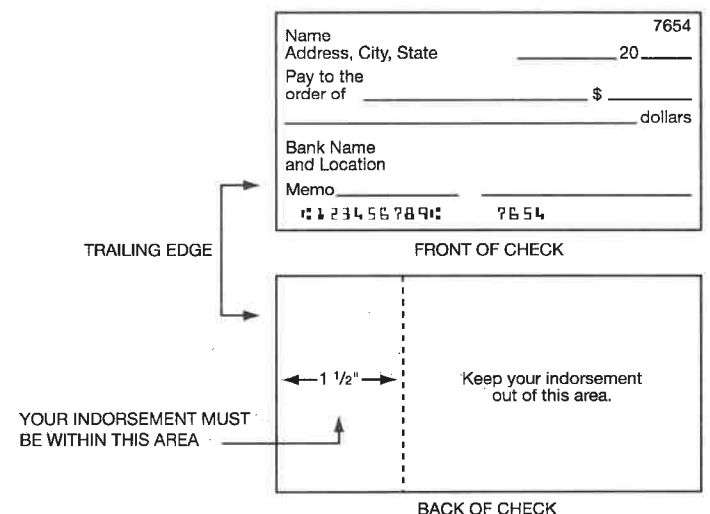
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or



adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**ACCOUNT SECURITY**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you

through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- ◆ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- ◆ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**TeleBank Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (866) 972-5430 (toll free) using your personal identification number and a touch tone phone, to:

- ◆ transfer funds from checking to checking or savings
- ◆ transfer funds from savings to checking or savings
- ◆ make payments from checking or savings to loan accounts with us
- ◆ get information about:
  - the account balance of checking or savings accounts
  - the last 45 days deposits to checking or savings accounts
  - the last 45 days withdrawals from checking or savings accounts

**ATM Transfers - Pulse, Networks - types of transfers, frequency and dollar limitations, and charges** - You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number, to:

- ◆ get cash withdrawals from checking or savings account(s) with an ATM card or debit card
  - you may make no more than three withdrawals per processing day with a debit card
  - you may withdraw no more than \$500.00 per processing day
  - there is a charge of \$2.00 per transaction at ATMs we do not own or operate
- ◆ transfer funds from savings to checking account(s) with an ATM card or debit card
- ◆ transfer funds from checking to savings account(s) with an ATM card or debit card

- ◆ get information about:
  - the account balance of your checking or savings accounts
  - ◆ with an ATM card or debit card

Some of these services may not be available at all terminals.

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person) or pay for services (in person).

**Point-of-Sale Transactions - dollar limitations** - Using your ATM card:

- ◆ you may not exceed \$500.00 in transactions per processing day, in combination with ATM withdrawals

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your debit card:

- ◆ you may not exceed \$3,000.00 in PIN-based point-of-sale transactions per processing day
- ◆ you may not exceed \$3,000.00 in signature-based point-of-sale transactions per processing day

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Online Banking Computer Transfers/Mobile Banking Transfers - types of transfers** - You may access your account(s) by computer 24 hours a day through the Internet at [www.texasregionalbank.com](http://www.texasregionalbank.com); through our mobile application available through your mobile phone app store; or through the browser on your mobile phone using your access ID and your personal identification number, to:

- ◆ transfer funds from checking to checking or savings
  - ◆ transfer funds from savings to checking or savings
  - ◆ make payments from checking or savings to loan accounts with us
  - ◆ make payments from checking to third parties using the bill pay feature
  - ◆ make Zelle (Person to Person) payments
    - transaction fees will apply on a per transaction basis
  - ◆ get information about:
    - the account balance of checking or savings accounts
    - the last 60 days deposits to checking or savings accounts
    - the last 60 days withdrawals from checking or savings accounts
- FEES**
- ◆ We do not charge for direct deposits to any type of account.
  - ◆ We do not charge for preauthorized payments from any type of account.
  - ◆ Please refer to our separate fee schedule for additional information about fees.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (956) 682-2265 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- ◆ **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

### UNAUTHORIZED TRANSFERS

#### (a) Consumer liability.

◆ **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

◆ **Additional Limit on Liability for Visa®-branded debit card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded debit card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded debit card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first

30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

TEXAS REGIONAL BANK  
CUSTOMER SERVICE

P.O. BOX 5555

McALLEN, TEXAS 78502-5555

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (956) 682-2265

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

### NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARDS AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your ATM card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you - and never provide the merchant with the PIN to your ATM card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## TRUTH-IN-SAVINGS DISCLOSURE

### TRB DEBIT CARD ACCOUNT

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Additional Terms:**

No minimum balance  
e-Statement is required

### TRB PERSONAL CHECKING ACCOUNT

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly maintenance fee of \$10.00 will be imposed every statement cycle if the average available daily balance for the cycle falls below \$500.00. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Additional Terms:**

Unlimited check writing  
Monthly fee discount of \$2.00 for e-Statements

### TRB INTEREST CHECKING ACCOUNT

(This account is only available to individuals, sole proprietorships, non-profit organizations, and governmental entities.)

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly maintenance fee of \$12.00 will be imposed each monthly statement cycle if the average available daily balance for the monthly statement cycle falls below \$2,500.00. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following average daily balances.

- ◆ Tier 1 - \$0.00 to \$2,499.99
- ◆ Tier 2 - \$2,500.00 to \$24,999.99
- ◆ Tier 3 - \$25,000.00 to \$99,999.99
- ◆ Tier 4 - \$100,000.00 or more

Current Rate: \_\_\_\_\_ % Current Annual Percentage Yield: \_\_\_\_\_ %

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Additional Terms:**

Unlimited check writing

Monthly fee discount of \$2.00 for e-Statements

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

### TEXAS FREEDOM ACCOUNT

**Minimum balance to open the account** - You must deposit \$1,000.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly maintenance fee of \$8.00 (with truncated or E-statement) will be imposed each monthly statement cycle if the average available daily balance for the monthly statement cycle falls below \$1,000.00. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following average daily balances.

- ◆ Tier 1 - \$0.01 to \$999.99
- ◆ Tier 2 - \$1,000.00 to \$9,999.99
- ◆ Tier 3 - \$10,000.00 or more

Current Rate: \_\_\_\_\_ % Current Annual Percentage Yield: \_\_\_\_\_ %

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Additional Terms:**

Unlimited check writing.

Monthly fee discount of \$4.00 for truncated statements or E-statements.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

### TRB MONEY MARKET ACCOUNT

**Minimum balance to open the account** - You must deposit \$1,000.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly maintenance fee of \$15.00 will be imposed each monthly statement cycle if the average available daily balance for the monthly statement cycle falls below \$2,500.00. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum average daily balance of \$1,000.00 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.



**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following average daily balances.

- ◆ Tier 1 - \$1,000.00 to \$9,999.99
- ◆ Tier 2 - \$10,000.00 to \$24,999.99
- ◆ Tier 3 - \$25,000.00 to \$49,999.99
- ◆ Tier 4 - \$50,000.00 or more

Current Rate: \_\_\_\_\_ % Current Annual Percentage Yield: \_\_\_\_\_ %

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a TRB Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per monthly statement cycle.

You may make "unlimited withdrawals" either in person at our locations, by mail, messenger, or use of an ATM, as payments directly to you or to your loan accounts with us.

**Fees:**

An item charge fee of \$15.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of six per monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**TRB HIGH YIELD MONEY MARKET ACCOUNT**

**Minimum balance to open the account** - You must deposit \$25,000.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly maintenance fee of \$25.00 will be imposed each monthly statement cycle if the average available daily balance for the monthly statement cycle falls below \$25,000.00. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum average daily balance of \$25,000.00 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following average daily balances.

- ◆ Tier 1 - \$25,000.00 to \$249,999.99
- ◆ Tier 2 - \$250,000.00 to \$499,999.99
- ◆ Tier 3 - \$500,000.00 to \$999,999.99
- ◆ Tier 4 - \$1,000,000.00 or more

Current Rate: \_\_\_\_\_ % Current Annual Percentage Yield: \_\_\_\_\_ %

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a TRB High Yield Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per monthly statement cycle.

**Fees:**

An item charge fee of \$25.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of six per monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**TRB SAVINGS ACCOUNT**

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to avoid imposition of fees** - If your average available daily balance falls below \$100.00 for the month we will impose a monthly maintenance fee of \$5.00 once during the month. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. This fee will be waived for customers 24 years old and younger.

If your average available daily balance is at least \$100.00 but no more than \$249.99 for the month we will impose a monthly maintenance fee of \$3.00 once during the month. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. This fee will be waived for customers 24 years old and younger.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following average daily balances.

- ◆ Tier 1 - \$100.00 to \$9,999.99
- ◆ Tier 2 - \$10,000.00 to \$99,999.99
- ◆ Tier 3 - \$100,000.00 or more

Current Rate: \_\_\_\_\_ % Current Annual Percentage Yield: \_\_\_\_\_ %

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a TRB Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check, draft, debit card, or similar order to third parties.

**Fees:**

An item charge fee of \$2.50 will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of three during a month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**HEALTHCARE CHECKING ACCOUNT**

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

**Additional Terms:**

No minimum balance required.

Unlimited check writing.

Direct Deposit is required.

eStatement is required.

Fee of \$4.00 for printed image statement

**HOMETOWN HERO ACCOUNT**

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

**Additional Terms:**

No minimum balance required.

Unlimited check writing.

Direct Deposit is required.

eStatement is required.

Fee of \$4.00 for printed image statement

**TRB GATEWAY ACCOUNT**

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Fees:**

A monthly maintenance fee of \$14.00 will be charged each statement cycle regardless of account balance.

Discount of \$5.00 for direct deposit posted within the statement cycle.

Monthly fee discount of \$4.00 for e-Statements.

**Additional terms:**

No minimum balance requirement.

Check writing not permitted.

Checks will not be provided for this account.

Check orders are not allowed through Texas Regional Bank or any other 3rd party.

Account is ineligible to participate in the courtesy overdraft program. Certain check deposits may be subject to delayed availability as defined in the Terms and Conditions - Your ability to withdraw funds. Upon account's 12-month anniversary and upon your request, you may be eligible to convert into another account type with additional privileges and savings on monthly service fees. Eligibility is contingent upon (a) no more than three overdrafts or non-sufficient occurrences within a 12-month period as defined in the Terms and Conditions - Understanding and avoiding overdraft and nonsufficient funds (NSF) fees and (b) account owners must not have derogatory account status with any financial institution. Eligibility requirements are subject to change at the bank's discretion.

#### **SMALL BUSINESS CHECKING ACCOUNT**

This account is not a consumer account to which Truth in Savings applies.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

##### **Fees:**

A monthly maintenance fee of \$9.00 will be charged each month.

A per item fee of \$.20 will be charged for each transaction in excess of 100 during a statement cycle. Transaction items include a combination of deposits, deposited items, checks, debits and credits (electronic items do not count).

##### **Additional Terms:**

Monthly fee discount of \$4.00 for e-Statements

Monthly fee discount of \$5.00 with 10 or more posted debit card purchases/payments during a statement cycle.

#### **TRADITIONAL BUSINESS ACCOUNT**

This account is not a consumer account to which Truth in Savings applies.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly maintenance fee of \$12.00 will be imposed every month if the average available daily balance for the month falls below \$5,000.00. The average available daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

##### **Fees:**

A per item fee of \$.25 will be charged for each transaction in excess of 325 during a statement cycle. Transaction items include a combination of deposits, deposited items, checks, debits and credits (electronic items do not count).

##### **Additional Terms:**

Monthly fee discount of \$4.00 for e-Statements

Discount cannot be redeemed for cash or credit if discount is greater than Monthly Maintenance Fee due during same time period.

#### **COMMERCIAL RELATIONSHIP CHECKING ACCOUNT**

This account is not a consumer account to which Truth in Savings applies.

**Earnings Credit** - This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward or otherwise receive credit for any excess earnings credit.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Accrual of earnings credit on noncash deposits** - Earnings credit begins to accrue on the business day you deposit noncash items (for example, checks).

##### **Fees:**

Account and service fees are based on volume of account activities. Schedule of fees available upon request.

#### **HEALTHCARE BUSINESS ACCOUNT**

This account is not a consumer account to which Truth in Savings applies.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following average daily balances.

◆ Tier 1 - \$25,000.00 and over

Current Rate: \_\_\_\_\_ % Current Annual Percentage Yield: \_\_\_\_\_ %

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

##### **Fees:**

A per item fee of \$.20 will be charged for each transaction in excess of 250 during a statement cycle. Transaction items include a combination of deposits, deposited items, checks, debits and credits. Electronic items are not included in transaction item total.

##### **Additional Terms:**

eStatement is required.

Fee of \$4.00 for printed image statement

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

#### **NON PROFIT ACCOUNT**

This account is not a consumer account to which Truth in Savings applies.

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

##### **Fees:**

A per item fee of \$.20 will be charged for each transaction in excess of 250 during a statement cycle. Transaction items include a combination of deposits, deposited items, checks, debits and credits (electronic items do not count).

##### **Additional Terms:**

Fee of \$4.00 for printed image statement

#### **COMMUNITY CHECKING ACCOUNT**

This account is not a consumer account to which Truth in Savings applies.

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

##### **Fees:**

A per item fee of \$.20 will be charged for each transaction in excess of 100 during a statement cycle. Transaction items include a combination of deposits, deposited items, checks, debits and credits (electronic items do not count).

##### **Additional Terms:**

Fee of \$4.00 for printed image statement

#### **COMMON FEATURES**

**Account Rates and Fees** - Please refer to our separate rate disclosure for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.



# TEXAS REGIONAL BANK

The people you know.™

956-682-2265

1-800-580-6536

www.texasregionalbank.com

## South Texas

<b>Brownsville</b>	956-554-0155	3450 Pablo Kisel Blvd.
	956-667-5379	3275 Boca Chica Blvd.
<b>Edinburg</b>	956-682-2265	4925 S. McColl Rd.
	956-682-2265	203 S. Jackson Rd.
<b>Falfurrias</b>	361-325-5646	401 N. St. Marys St.
<b>Harlingen</b>	956-428-7400	2019 S. 77 Sunshine Strip
	956-507-4141	6770 W. Expy. 83
<b>McAllen</b>	956-682-2265	1801 S. McColl Rd.
	956-618-3808	4501 N. 10th St.
	956-682-2265	5201 N. 23rd St.
<b>Mission</b>	956-682-2265	2300 E. Griffin Pkwy.
<b>Weslaco</b>	956-351-4690	400 N. Westgate
<b>San Benito</b>	956-626-3041	500 W Business 77 Ste 101

### Weekday Lobby Hours

Monday - Thursday Lobby	9am - 4pm
Friday Lobby	9am - 6pm

**Weekday Motorbank Hours** 8am - 6pm

### Saturday Lobby Hours

Brownsville	9am - 12pm
Edinburg S. Jackson	9am - 12pm
Harlingen	9am - 12pm
McAllen N. 10th St.	9am - 12pm
McAllen S. McColl	9am - 12pm
Mission	9am - 12pm
Weslaco	9am - 12pm
San Benito	9am - 12pm

### Saturday Motorbank Hours

All Locations	8am - 12pm
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## DFW

Denton	940-382-3962	320 W. Eagle Dr Suite 100
Dallas	972-960-6000	5644 Lyndon B Johnson Fwy
Krum	940-398-3500	1020 E. McCart
Ft. Worth	682-499-9922	1590 Championship Pkwy.

### Weekday Lobby Hours

Monday - Thursday Lobby	9am - 4pm
Friday Lobby	9am - 5pm

### Drive Thru Commercial Teller Window Hours

Denton, Krum: Monday-Friday, 8am - 5pm

### Drive Thru ACCESS LIVE! Teller / ATM Hours

Denton, Dallas, Krum, Ft. Worth: Monday-Saturday, 6am - 9pm

### Drive Thru ITM (Interactive Teller Machine) ACCESS LIVE! (Live Teller)

Ponder 201 North FM Rd. 156

Monday-Saturday, 6am - 9pm

Rev. 3/22

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## Hill Country

<b>Blanco</b>	830-833-4538	416 4th Street
<b>Spring Branch / Bulverde</b>	830-438-8340	20475 West Hwy. 46 Suite 360
<b>Fredericksburg</b>	830-990-0909	609 E. Main Street
<b>Wimberley</b>	512-847-1300	15451 Ranch Road 12
<b>San Marcos</b>	512-667-6684	310 Wonder World Dr.
<b>Bee Cave</b>	512-291-3398	3944 Ranch Road 620 South, Building 4
<b>Dripping Springs</b>	512-894-5011	700 W Highway 290
<b>Johnson City</b>	830-868-0680	206 E. Main Street
<b>Houston</b>	713-300-0986	9821 Katy Freeway, Suite 100

### Weekday Lobby Hours

Monday - Thursday Lobby	9am - 4pm
Friday Lobby	9am - 5pm

**Weekday Motorbank Hours** 7:30am - 6pm

### Saturday Lobby Hours

Closed

### Saturday Motorbank Hours

All Locations	9am - 12pm
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### Johnson City Lobby Hours

Monday - Thursday	8am - 5pm
Friday	8am - 6pm
Saturday	Closed

### Johnson City Motorbank Hours

Monday - Thursday	8am - 5pm
Friday	8am - 6pm
Saturday	Closed

### Houston Lobby Hours

Monday - Friday	9am - 5pm
Saturday	Closed



## FACTS WHAT DOES TEXAS REGIONAL BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number</li> <li>• Account balances</li> <li>• Payment history</li> <li>• Transaction history</li> <li>• Credit history</li> <li>• Checking account information</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Texas Regional Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Texas Regional Bank share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call 1-800-580-6536 or go to <a href="http://www.texasregionalbank.com">www.texasregionalbank.com</a>	

What We Do	
<b>How does Texas Regional Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
<b>How does Texas Regional Bank collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Apply for a loan</li> <li>• Provide employment information</li> <li>• Give us your contact information</li> <li>• Show your government issued ID</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>Texas Regional Bank has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>Texas Regional Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Texas Regional Bank does not jointly market.</i></li> </ul>
Other Important Information	
<p><b>For Texas Customers.</b> Texas Regional Bank is chartered, licensed or registered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against Texas Regional Bank should contact the Texas Department of Banking through one of the means indicated below: In person, or by U.S. Mail: 2601 North Lamar Boulevard, Suite 300, Austin, Texas 78705-4294; Telephone No. (877) 276-5554; Fax No. (512) 475-1313; E-mail: <a href="mailto:consumer.complaints@dob.texas.gov">consumer.complaints@dob.texas.gov</a>, Website: <a href="http://www.dob.texas.gov">www.dob.texas.gov</a>.</p>	



# TEXAS REGIONAL BANK

The people you know.™

## COURTESY OVERDRAFT PROGRAM POLICY

It is our policy to operate in accordance with all applicable safety and soundness standards. Federal and State laws, particularly the Uniform Commercial Code, unless modified or amended by the Depositor's Account Agreement, controls the duties, obligations and rights of the Depositor, the Authorized Signatories and the Financial Institution with regard to your checking account. The Depositor's Account Agreement terms shall control any possible conflict, if any, between any provision of this overdraft policy and the Depositor's Account Agreement. This policy is not a line of credit, or a right or obligation guaranteed to you. This is a discretionary policy that can be changed or withdrawn by us at any time without prior notice.

A non-sufficient fund (overdraft/negative) balance may result from:

- The payment of checks, electronic funds transfers, or other withdrawal requests you initiate;
- Payments authorized by you;
- The return, unpaid, of items deposited by you;
- Charging your account for our applicable service charges and fees;
- The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid"

Under this policy, our standard overdraft practice is to strive to pay your overdrafts when your account meets certain discretionary criteria. The criteria may include, but is not limited to, any or all of the following and is subject to change without notice:

- The age of your account.
- The deposit behavior in your account and any related accounts.
- The overdraft behavior of your account and any related accounts.
- The status of any loan or other obligation to us.
- The status of any legal or administrative order or levy.

We have adopted this discretionary overdraft policy to provide you the highest level of service and for the highest efficiency in managing customer overdrafts consistently and fairly. At our discretion, we may pay and permit transactions for items, including checks, ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers or other electronic transfers, when you do not have sufficient available funds, although special arrangements or circumstances may change this amount. ***Our normal fees and charges including, without limitation, our non-sufficient fund (NSF) or overdraft (OD) fees, of \$30.00 per item, as set forth in our fee schedule, will be assessed for each item that is submitted in which you do not have sufficient available funds in the account to cover the item amount when it is processed. Any items paid that cause a negative balance of \$10.00 or less on a consumer account will not be assessed a NSF fee. Regardless of how many NSF items occur in one day, the maximum total you will be charged for is five NSF items paid or returned to consumer accounts per day. Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid.***

Although subject to change without notice, it is our current practice to process account activity each evening for items received prior to the daily cut off time. We sort items for processing first by transaction type in the following order: Teller Cashed Items, debit card transactions, ATM withdrawals, pre-authorized debit transactions, telephone-initiated transfers, other electronic transactions and paper-based checks or drafts. Within transaction types, items are processed by dollar amount with the smallest items being processed first unless the item has a check number, then those are processed in numerical order. Your account balance is adjusted as each item is processed for the amount of the item, if the item is paid, and/or any applicable non-sufficient fund/overdraft fee that is charged.



# TEXAS REGIONAL BANK

The people you know.™

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected (available) funds, and any discretionary payment of any non-sufficient fund item does not obligate us to pay any additional non-sufficient fund item or to provide prior written notice of our decision to refuse to pay any additional non-sufficient fund item. You will be notified by mail of any non-sufficient funds items paid or returned that you may have.

If an item is processed for payment and we create an overdraft, pursuant to the Depositor's Account Agreement, you agree to pay us the amount of any overdraft and applicable fees, as published, immediately, without notice or demand from us, unless you otherwise specify that you wish all NSF's returned, upon which you agree to pay us the amount of any applicable fee. Each account holder is jointly and severally responsible under the Depositor's Account Agreement for paying any overdraft amounts.

- **Optional Overdraft Protection Services:**

We offer the additional overdraft protection service of "Transfer" (from another account of yours with us) Overdraft Protection. If you request this optional service, you may save money on the total fees you pay us for overdraft protection services.

- **Eligible Account Types:**

Eligible account types that are maintained in good standing are: TRB Debit Card Account, TRB Personal Checking, Texas Freedom Account, TRB Interest Checking, Small Business Checking, Traditional Business Checking, Commercial Relationship Checking, Home Town Hero, and Health Care Account.

- **Ineligible Account Types:**

The following account types are not eligible for the Courtesy Overdraft Program: Savings Type Accounts, Money Market Accounts, Public Fund accounts, Charitable Organization accounts, certain Trust Accounts, Minor Accounts and Representative Payee accounts. We may, in our sole option and discretion, limit the number of your accounts eligible for the Courtesy Overdraft Program to one account per household and/or one account per taxpayer identification number.

- **You may always "opt-out" of the program:**

If at any time you do not wish to participate in the Courtesy Overdraft Program please contact Customer Care at 1-800-580-6536.

- **If you need help:** Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. **If at any time you feel you need help with your financial obligations please contact one of our Customer Service Representatives at 1-800-580-6536.**

- **Always a discretionary service:** Our Courtesy Overdraft Program represents a purely discretionary courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.



# TEXAS REGIONAL BANK FEE SCHEDULE

Effective April 1, 2019

## ATM/Debit Cards

	<u>Fee</u>
Card Issue	Free
Card Replacement	\$5.00
Transaction fee (Not On Us ATM's)	\$2.00

## Account Information

Account Activity Printout (Current Period)	\$3.00
Account Balancing and Reconciliation (per hr)	\$30.00
Account Closed within 90 days	\$25.00
Account Closed by mail	\$20.00
Account Research(per hour, one hour min.)	\$35.00
Account Research - Rush (per hour)	\$50.00
Per Check Copy	\$1.00
Per Statement Copy	\$4.00
Special Statement Cutoff	\$10.00

## Change Orders

\$5.00

## Collection Items

Customer	\$20.00
Non-Customer	\$25.00
International (Cost plus)	\$25.00

## Documentation Services

Verification of Deposit	\$5.00
Garnishments	\$100.00
Medallion Signature Guaranty (CustomerOnly)	N/C
Tax Levy/Freezes	\$100.00

## Internet Banking

Bill Payment	Free
Transfers	Free
eStatement Delivery	Free
Stop Payments	\$17.50

## Night Depository

Plastic Tamper Resistant Bags	Cost
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## Non-Sufficient Funds, Overdraft Charges and Returned Items

Paid and/or Returned Items	\$30.00
Items include: Items created by check, in-person withdrawal, ATM withdrawal, or other electronic means.	
Deposited checks (and other items) returned unpaid	\$8.00
Re-clear Returned Item	\$4.00
Overdraft Interest Fee On Overdraft Balance (commercial)	18%
Automatic Internal Transfer to cover an overdraft	\$5.00

## Safe Deposit Boxes

Check your local branch for sizes and pricing.	
Drilling Fee	\$200.00
Late Payment fee (after 60 days)	\$30.00
Key Replacement (lost key)	\$25.00
Bill by Mail Notice	\$5.00

## Safe Deposit Boxes (Cont'd)

	<u>Fee</u>
3 x 5 Box	\$30.00
5 x 5 Box	\$40.00
3 x 10 Box	\$45.00
5 x 10 Box	\$85.00
10 x 10 Box	\$100.00

## Telephone Banking

Fax Statement	Free
Transfers	Free
Loan Payments	Free
Customer Assisted Balance Inquiry	\$3.00

## Wire Transfers

Domestic - Outgoing	\$25.00
Domestic - Incoming	\$10.00
International - Outgoing (Cost plus)	\$60.00
International - Incoming	\$15.00
Fax Confirmation	\$5.00
Phone Confirmation	\$5.00
Domestic Outgoing (Business Online)	\$15.00
International Outgoing (Business Online)	\$50.00

## Other Services and Fees

Cashier's Check	\$5.00
Deposit Corrections	\$5.00
Fax Services	\$3.00
Gift Cards	\$3.00
Inactivity Fee (accounts with no activity for 11 months)	\$50.00
Mail Deposit Receipt Mailed	\$1.00
Mailed Image Statement	\$4.00
Returned Mail (Monthly)	\$10.00
Stop Payment	\$30.00
Telephone Transfer (customer assisted)	\$3.00
Temporary Checks (4 checks)	\$3.00
Zipper Bags (small-coin)	\$3.00
Zipper Bags (medium)	\$5.00
Zipper Bags (large)	\$7.00

## Commercial Analyzed Fees\*

Monthly Maintenance Fee	\$10.00
Deposits	\$0.20
Credits	\$0.20
Checks Paid	\$0.15
Debits	\$0.15
ACH Credits Received	\$0.20
ACH Debits Received	\$0.15
Per Item Deposits-On Us	\$0.06
Per Item Deposits- Transit	\$0.08
Cash Deposited	\$0.25/\$1000

\*Texas Regional Bank will pay an Earnings Credit Rate (ECR) earned on Commercial Relationship accounts. Rate is bank managed and subject to change, an analysis is performed monthly and credit is earned based on balances on accounts. Earnings credit rate can be used to reduce or fully offset fees.





## Commercial Customer Certification Regarding Internet Gambling

CAMERON COUNTY REGIONAL MOBILITY is a PF - PUBLIC FUNDS  
(Organization name) (Entity type)

Organized in TEXAS.  
(State)

As an officer or owner of the above referenced organization, I acknowledge that the bank is required by regulations implementing the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations to perform due diligence in assuring that its commercial customers' accounts do not receive deposits from illegal Internet Gambling.

Under penalties of perjury, I hereby state that the accounts in any variation of this name or any "doing business as" name attached to this organization are not used in connection with Internet gambling of any kind. Further, we agree to notify Texas Regional Bank in writing immediately if any of our accounts are used in connection with such activities in the future.

PETE SEPULVEDA

EXECUTIVE DIRECTOR

(Title)

08/22/2022

(Date)

1620939

(Account Number)

**2-F      CONSIDERATION AND APPROVAL OF THE FISCAL YEAR 2023  
HOLIDAY SCHEDULE.**



## FY2023 Holiday Schedule

Holiday	Date Holiday Observed
Veteran's Day	Friday, November 11, 2022
Thanksgiving and the day after	Thursday & Friday, November 24 & 25, 2022
Christmas Eve and Christmas Day, the day before or the day after if they fall on a weekend	Friday & Monday, December 23 & 26, 2022
New Year's Eve and New Year's Day, the day before or the day after if they fall on a weekend	Friday, December 30 and Monday, January 2, 2023
Dr. Martin Luther King, Jr Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023

**2-G      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF  
HIGHEST RANKED PROPOSER FOR RFP 2022-002 PRINTING,  
INSERTION AND MAILING FOR TOLL BILLS AND NOTICES AND  
APPROVAL OF CONTRACT WITH SUCH PROPOSER.**



IMPROVING MORE THAN JUST ROADS

## MEMORANDUM

To: Board of Directors  
From: Pete Sepulveda, Jr. *PSJ*  
Executive Director  
Date: August 25, 2022  
Subj: Item 2-G

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On December 16, 2021, the CCRMA Board of Directors approved the advertisement to request proposals for Print and Mailing House Services. An RFP was issued on June 29, 2022, and proposals were received on August 09, 2022.

The CCRMA evaluation committee reviewed said proposals and is recommending selecting InfoSend, Inc. as the Respondent submitting the proposal offering the best value for the CCRMA and to authorize contract negotiations with InfoSend, Inc. pursuant to RFP 2022-002 for Printing, Insertion and Mailing Services for Toll Bills & Notices.



## InfoSend Master Service Agreement

This Master Service Agreement ("Agreement") is entered into on August 25, 2022 (the "Effective Date") by and between Cameron County Regional Mobility Authority, having its main office at 3461 Carmen Avenue, Rancho Viejo, Texas 78575 ("Client") and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 ("InfoSend"). Client and InfoSend are collectively referred to herein as the "parties" and individually as a "party."

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

### 1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

**1.1 "Affiliate"** means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

**1.2 "Agreement"** shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

**1.3 "User(s)"** shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

**1.4 "Services"** shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

**1.5 "System"** shall include all InfoSend hosted data and software applications.

**1.6 "Client Data"** shall refer to all Client-supplied computer data files that contain personally identifiable information.

### 2 Services Provided by InfoSend

#### 2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A ("Scope of Primary Services") to this Agreement at the price set forth in Exhibit B ("InfoSend Fees"). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C ("Professional Services") of this Agreement.

#### 2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

#### 2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

### 3 License Grant and Restrictions

#### 3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the "License").

#### 3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

### 4 Privacy and Security

#### **4.1 Regulatory Compliance**

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

### **5 Term & Termination**

#### **5.1 Term**

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of two (2) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive one (1) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement for any reason, including but not limited to a failure by the parties to mutually agree on InfoSend Fees, or for no reason at all. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

#### **5.2 Termination for Cause**

This Agreement may be terminated for cause as follows:

##### **(i) Material Breach**

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

##### **(ii) Failure to Pay**

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service

or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

##### **(iii) Insolvency or Bankruptcy**

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

#### **5.3 Upon Termination**

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

#### **5.4 Discontinuance Fee**

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition

to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

### 5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

## 6 Invoicing and Payments

### 6.1 Invoicing

InfoSend will invoice Client bi-weekly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 15 unless expressly agreed to by InfoSend.

### 6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

### 6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts

payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

## 7 Communications

### 7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

#### To Client:

C/O: Pete Sepulveda, Jr, Executive Director  
Address: 3461 Carmen Avenue  
Rancho Viejo, Texas 98575

#### To InfoSend:

C/O: President  
Address: 4240 E. La Palma Avenue  
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

## 8 Confidentiality & Intellectual Property

### 8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was

known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

## **9 Representations & Warranties**

### **9.1 InfoSend Representations and Warranties**

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of

the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

### **9.2 Client Representations and Warranties**

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

### **9.3 Warranty Disclaimer**

*Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.*

*InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.*

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

#### **9.4 Inbound Communication Services Disclaimer**

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

#### **9.5 Outbound Services Disclaimer**

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete

calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

### **10 Insurance**

#### **10.1 InfoSend's Insurance Provisions**

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

### **11. Indemnification & Limitation of Liability**

#### **11.1 Indemnification**

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client.

#### **11.2 Limitation of Liability**

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other

remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

## **12 General**

### **12.1 Independent Contractor**

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

### **12.2 Governing Law and Venue**

This Agreement shall be governed by the substantive laws of the state of Texas without regard to the choice or conflicts of law provisions of any jurisdiction. Venue shall be in Cameron County, Texas.

### **12.3 Entire Contract; Amendment**

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

### **12.4 Severability**

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

### **12.5 Assignment**

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### **12.6 Survival**

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

### **12.7 Attachments**

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

**Exhibit A: Scope of Primary Services**

**Exhibit B: InfoSend Fees**

**Exhibit C: Professional Services**

### **12.8 Cooperative Agreement ("Piggybacking")**

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law.

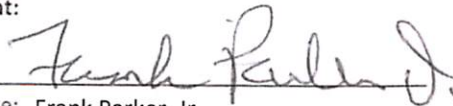
A government agency wishing to utilize the provisions of this Agreement by entering into a cooperative purchase agreement will be responsible for issuing its own purchase documents and making any and all payments relative to its agreement. Any participating government agency is responsible for obtaining its own certificates of insurance and any required performance bonds. Pricing for a cooperative purchase agreement will be determined by InfoSend and the government agency and will not automatically carry over from this Agreement.

Client makes no guarantee to other government agencies that may utilize the provisions of this Agreement. By utilizing the provisions of this Agreement, the participating government agency agrees to hold Client harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions of this Agreement. Client makes no guarantee to InfoSend that any other government agency will make use of the provisions of this Agreement.

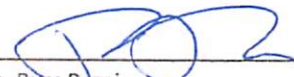
**[SIGNATURE PAGE FOLLOWS]**

Agreement is entered into by and between:

Client:

By:   
Name: Frank Parker, Jr.  
Title: Chairman  
Date: September 8, 2022

InfoSend:

By:   
Name: Russ Rezai  
Title: President  
Date: September 7, 2022



## Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and Cameron County Regional Mobility Authority (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<b>X</b>	<b>Data Processing, Printing and Mailing Service (“DPPM Service”):</b> During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
	<b>eBusiness Services (the “eBusiness Services”):</b> During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

### Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

#### **A. Data Transfer and Processing**

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
  - Apply CASS-certified address validation
  - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
  - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

#### **B. Document Printing and Mailing**

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

## Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and Cameron County Regional Mobility Authority (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

### Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on a yearly basis, subject to mutual agreement by the parties, starting with the second anniversary of the Effective Date, to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least one hundred fifty (150) days prior to both the second anniversary of the Effective Date, and prior to the expiration of any succeeding term, as applicable, of any such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

### Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> 60K – Printed Daily Files

**Section 3. DPPM Fees:****Attachment C: Bid Sheet****RFP# 2022-002 Printing, Insertion and Mailing Services for Toll Bills & Notices****Attachment C: Bid Sheet**

<b>Toll Billing (s):</b>	<b>Estimated Monthly Quantity</b>	<b>Total Cost of printing B/W or color and processing, excluding materials &amp; postage</b>
<b>Toll Bills, First Late Notice, Second Late Notice, Final Notice</b> First page print processing includes file processing, composition, address cleansing for CASS certification and NCOA. 8-1/2 x 11 paper, insertion of document page into #10 outer envelope.	60,000	60,000 x \$0.072/ = \$4,320
Each additional page print processing includes data processing composition.	6,000	6,000 x \$0.065/ = \$390

<b>Additional Cost for Inserts</b> 1/3 Sheet (printing and processing)	<b>Annual</b>	<b>Cost</b>
Estimated Quantity	100,000	\$0.037/ for 4/4, \$0.032/ for 1/1

<b>Mailing Supplies</b>		
<b>Supplies</b>	<b>Unit Price</b>	<b>Total Cost</b>
Set Up Fees	Waived	\$0
Paper plain white 8-1/2 x 11	\$0.015/	66,000 x \$0.015/ = \$990.00
#10 White window envelopes with return address	Envelope Example #1 - \$0.044/ Envelope Example #2 - \$0.025/ InfoSend Standard - \$0.023/	
#24 White Wove envelope*		
Standard Flat Envelopes	\$0.17/envelope	
<b>Additional Fees - List in any costs that are not included in quote above</b>	<b>Unit Price</b>	<b>Total Cost</b>
Other cost:**		

\*additional information (i.e. volume) required to price

Prices shall include all costs associated with performing the requirements stated in the specifications and there can be no additional charges for jammed/wasted materials or other overhead. Please include all costs that are associated with billing processing services and mailing, storage and any other costs that may be associated to implement this process.

\*\* Please see InfoSend's Print and Mail Pricing Detail for additional pricing on materials and services InfoSend offers the CCRMA, including cost saving options.

## InfoSend Data Processing, Print and Mail Pricing Detail

Document Production Summary	
<b>Duplexed Documents</b> Printed up to 4/4 on one sheet of paper with the CCRMA address printed (example 1) custom outbound envelope.	<b>\$0.131 per mail piece</b>
<b>Duplexed Documents</b> Printed up to 4/4 on one sheet of paper with the CCRMA address printed (example 2) custom outbound envelope.	<b>\$0.113 per mail piece</b>
<b>Duplexed Documents</b> Printed up to 4/4 on one sheet of paper with an InfoSend standard outbound envelope.	<b>\$0.11 per mail piece</b>
<b>Simplex Documents</b> Printed up to 3/0, on one sheet of paper with the CCRMA address printed (example 1) custom outbound envelope.	<b>\$0.121 per mail piece</b>
<b>Simplex Documents</b> Printed up to 3/0, on one sheet of paper with the CCRMA address printed (example 2) custom outbound envelope.	<b>\$0.103 per mail piece</b>
<b>Simplex Documents</b> Printed up to 3/0, on one sheet of paper with an InfoSend standard outbound envelope.	<b>\$0.10 per mail piece</b>

Finished mail pieces are delivered to the USPS on the same day CCRMA provides approved files by 5:00 AM Central Time.

*The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed above and excludes applicable sales tax.*

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files (approx. 70 hours for all programs and document types)	WAIVED
Document Re-Design Fee	Waived During Implementation
<b>Data Processing Fee (per document)</b>	<b>\$0.004</b>

Printing and Mailing Service	
<b>Simplex Documents - Print Fee per page with 3/0 Ink</b>	<b>\$0.055</b>
<b>Duplex Documents – Print Fee per page with up to 4/4 Ink</b>	<b>\$0.065</b>
<b>USPS Postage</b>	<b>Pass-through</b> A postage deposit will be required prior to starting service.
<b>Print Color Options (colors per side)</b>	\$0.055 for up to 3/0 printing \$0.065 for up to 4/4 printing

Inline Insert Print Fee	Same as Above
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.30 NCOA per reported update or \$0.003 per record processed

Materials	
Standard Paper Stock (per sheet)	\$0.015
InfoSend Standard Outgoing #10 Envelope	\$0.023
CCRMA Custom #10 (Example 1) Envelope	\$0.044
CCRMA Custom #10 (Example 2) Envelope	\$0.026
Standard Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17
#24 White Wove Envelope	Quoted upon receipt of specifications

Insert Services	
InfoSend Produced Buckslips: 100K, 4/4 Printing, White Wove 60# Offset 100K, 1/1 Printing, White Wove 60# Offset	\$0.037 per buckslip \$0.032 per buckslip
Envelope Messaging (Snipes)	Quoted based on specification
Inserting Fee	\$0.008 per insert

Optional Document Services	
Print Image Archive API Monthly Support Fee	\$200.00
Final Doc Transfer (FDT)	\$0.007 per image InfoSend Batch File \$0.012 per image Custom File Format
Professional Services Rate (per hour)	\$150
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee



## Fee Explanations

### Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

### Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

### Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

### Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

### Optional Document Services

- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

### **Section 3.1. Custom Forms/Envelopes**

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

### **Section 3.2. USPS Postage Rates**

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

### **Section 3.3. Postage Deposit**

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

60,000 mail pieces per month x \$0.455 = \$27,300.

### **Section 4. eBusiness Service Fees:**

**Not Applicable**

### **Section 5. Client Go-Live and Fees**

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

### **Section 6. Implementation Project Cost Subsidization:**

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files



## **Exhibit C – Professional Services**

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and Cameron County Regional Mobility Authority (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

### **Section 1. Price Escalations to InfoSend Professional Services Fees**

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

### **Section 2. Definition of Professional Services**

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

### **Section 3. Professional Services Fee and Process for Approval and Payment of Fee**

The current Professional Services Fee is \$150.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

### **Section 4. Initial Setup Cost: InfoSend Primary Services**

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.

**2-H      CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 03  
WITH GDJ ENGINEERING FOR THE OSCAR WILLIAMS ROAD (FM 1846)  
PROJECT (BUSINESS 77 TO SAN JOSE RANCH ROAD) FOR PRELIMINARY  
ENGINEERING.**

## **WORK AUTHORIZATION**

### **WORK AUTHORIZATION NO. 3**

This Work Authorization is made as of this 25<sup>th</sup> day of August, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of March 17, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and GDJ Engineering, LLC (“GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Project Development, Preliminary Engineering, Surveying and Environmental services for the FM 1846 (Williams Road) (Phase I) (From Business 77 to San Jose Ranch Road) project, Cameron County, Texas.*

#### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*See Exhibit 1 – Scope of Services to be Provided by the Engineer as requested by the Authority.*

#### **Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on **Exhibit 2**.

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$730,399.69, based on the attached fee estimate as shown in **Exhibit 1**. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method: Lump Sum payment method.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

#### **Section D. - Authority’s Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC.

#### **Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

-SIGNATURES ON NEXT PAGE-

WA 03-N. Williams Rd. Ph. I


Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.


Authority: Cameron County Regional  
Mobility Authority

GEC: GDJ Engineering, LLC

By: Frank Parker, Jr.

By: Robert Macheska

Signature:   
Title: Chairman  
Date: August 25, 2022

Signature:   
Title: Exec. VP/COO  
Date: August 25, 2022

**EXHIBIT “1”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**PROJECT DESCRIPTION**

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: Cameron County Regional Mobility Authority

CONTROL: \_\_\_\_\_

PROJECT/DESCRIPTION: \_\_\_\_\_

LENGTH: 1.6 miles

HIGHWAY: FM 1846 (Williams Rd.)

LIMITS: BUS 77 to San Jose Ranch Rd.

**PROJECT CLASSIFICATION**

(Place an “X” in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

EXHIBIT “1”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**PRELIMINARY PROJECT DEVELOPMENT**  
(Function Code 102)

**ADVANCED PLANNING MPO COORDINATION:**

The ENGINEER will perform any needed preliminary/ongoing project planning which will include:

1. Meetings, Coordination & Support for Project Development
  - a. The Engineer will coordinate with the LPAs representatives at the MPO Technical Advisory Committee (TAC) and Policy Committee and serve in an advisory position to assist the LPA in obtaining funding for projects. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.
2. Evaluate the LPAs Projects on Regional Planning Documents.
  - a. The Engineer will work with the LPA and the MPO to evaluate the status of the LPAs projects in the regional planning documents.
  - b. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
  - c. The Engineer will review the Unified Transportation Program (UTP) to ensure the LPAs Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.
  - d. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the LPAs long range goals are properly listed on the MTP to advance opportunities for additional funding.
  - e. The Engineer will review and assess potential opportunities to advance the construction of the LPAs projects.
  - f. The Engineer will coordinate with the LPA to develop project mitigation plans in the event that there is a decrease in available funding for projects.
3. Capital Improvements Program (CIP) Development
  - a. The Engineer will assist the LPA with the Development of the CIP as it relates to available opportunities to leverage funding from the MPO.
4. Audit and Periodically Update Regional Planning Documents
  - a. The Engineer will discuss the local Transportation Improvement Program (TIP) with stakeholders and update based on input to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate.
  - b. The Engineer will prepare correspondence and provide stakeholder coordination to ensure the LPAs Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development.

## EXHIBIT “1”

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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- c. The Engineer will prepare correspondence and provide stakeholder coordination to ensure the LPAs long range goals are properly listed on the MTP to advance opportunities for additional funding.
  - d. The Engineer will prepare correspondence and provide stakeholder coordination to advance the construction of the LPAs projects.
  - e. The Engineer will coordinate with the LPA to prepare correspondence, associated exhibits, provide stakeholder coordination and develop project mitigation plans if there is a decrease in regional funding for projects.
- 5. Prepare Exhibits for Preliminary Estimates
  - a. The Engineer will assist the LPA with the preparation of preliminary project exhibits, maps, typical sections to allow the Engineer to develop preliminary project cost estimates for planning purposes.
- 6. Draft Correspondence
  - a. The Engineer will assist the LPA with the preparation of draft correspondence to be used to advance the development of the LPAs priority projects.
- 7. Develop Project Agreements
  - a. The Engineer will assist the LPA with the development of Interlocal Agreements
  - b. The Engineer will assist the LPA with the development of project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the LPAs projects can be reviewed by TxDOT.
- 8. State and Federal Grants
  - a. The Engineer will monitor opportunities for additional funding for the LPAs projects including non-conventional State and Federal funding that may become available.

#### **PRELIMINARY PROJECT DEVELOPMENT:**

The ENGINEER will perform any needed preliminary project development which will include:

- 1. Establish Preliminary Design Criteria
  - a. The Engineer will work with the LPA to establish basic design concepts, project controls and a general scope for the Project.
- 2. Prepare/Evaluate Preliminary Route Locations on Uncontrolled Mapping\*
  - a. The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.
- 3. Uncontrolled Mapping (w/Contours & GIS Data)
  - a. The Engineer will investigate the existing routes and coordinate with the LPA on establishing the best-fit alignments and mapping proposed geometry for Projects. A Preliminary Location Exhibit will be developed.
- 4. Prepare Preliminary Hydrologic Map
  - a. The Engineer will develop Hydrologic Maps based on LIDAR and GIS information as needed for the hydraulic studies depicting existing/proposed conditions for the various storm frequencies.



## EXHIBIT “1”

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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5. Investigate Preliminary ROW Requirements
  - a. The Engineer will research and identify affected property owners on the Projects alignment and proposed ROW utilizing the latest appraisal district file information and subdivision plat information from Carson Maps.
6. Prepare Preliminary Cost Estimates
  - a. The Engineer will calculate preliminary construction cost estimates at each milestone of the schematic development based on quantities and other risks/contingencies based on the schematic development stage.
7. Preliminary Environmental Analysis (for Fatal Flaws)
  - a. The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.
8. Prepare a Project Fact Sheet for All Anticipated Costs
  - a. The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.
9. Meetings, Coordination & Support for Project Development
  - a. The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, County, City of San Benito, CCRMA, Drainage Districts, Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the LPA in coordination items and will coordinate those efforts with the CCRMA staff for key submittals and communications. The Engineer shall coordinate with the LPA’s staff on all Project related items.

\* A Phase I or better survey for hazardous materials should be included as a determining factor of route selection. Projects which do not require additional ROW should be considered separately from an expansion or new location.

### ROUTE AND DESIGN STUDIES

(Function Code 110)

#### **ROUTE AND DESIGN STUDIES:**

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Analyze Level of Service for Proposed Improvements
2. Provide Traffic Evaluations and Projections
3. Develop Roadway Design Criteria
4. Prepare the Design Schematic
  - a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
  - b. Schematic Layout
    - i. Identify the location of intersections as applicable.
    - ii. Develop vertical and horizontal alignment. The degree of horizontal curves and vertical curve data, including “K” values, shall also be shown for ease of reviewing the schematic.

EXHIBIT “1”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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- iii. Show the location and text of the proposed guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
  - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed.
  - v. Identify the tentative ROW limits
    - 1. Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
    - 2. Provide a graphics file containing the approved schematic.
  - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections.
  - vii. Identify the current and projected traffic volumes as provided by TxDOT (if On-System roadway) or by ENGINEER (if Off-System roadway) based on a 20-year traffic projection.
  - viii. Label the control of access lines if Interstate or designated under House Bill 179.
  - ix. Label the direction of traffic flow on all roadways.
  - x. Identify the location and width of any proposed median openings for highways without access control.
  - xi. Identify the geometrics of any speed change lanes (acceleration, deceleration, climbing, etc...).
5. Coordinate and Attend a Preliminary Design Concept Conference
6. General Guidelines for Project Development
- a. A preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. The schematic layout shall be submitted through the district to the Design Division for approval. **No geometric design is to be performed until the LPA has given the engineer written approval of the preliminary schematic layout.**
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
  - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the schematic checklist provided by the STATE.
  - d. Handling of traffic during construction shall be a consideration in the development of the schematic.
  - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
  - f. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
  - g. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the**

## EXHIBIT “1”

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

7. Traffic Analysis and Projections
  - a. If the project is Off-System, the ENGINEER will provide all traffic analysis and projection data for the project as previously provided by TxDOT's Transportation Planning and Programming Division. The analysis will follow the STATE's SOP and the data will be approved by the STATE.
8. Final Hydrologic Map & Report
  - a. The ENGINEER will provide a final hydrologic map to be submitted with the Schematic. This map will be considered part of the Schematic submittal.
  - b. An H&H report will be submitted along with the Hydrologic Map. The report will follow the guidelines set forth in TxDOT's Hydraulic Design Manual.
9. Geotechnical Investigations, Engineering & Report
  - a. The ENGINEER shall provide geotechnical explorations and laboratory testing as needed for the project. All exploration and test procedures will be performed in general accordance with the latest Texas Department of Transportation Geotechnical Manual and TEX methods (or ASTM methods as required).
  - b. The ENGINEER shall provide geotechnical engineering and analysis of the explorations and laboratory testing.
  - c. The ENGINEER shall provide a signed/sealed geotechnical report of all findings including relevant recommendations for pavement design (lime percentage, salvage, thicknesses, etc...)

### **SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

(Function Code 120)

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
  - a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
    - i. A Categorical Exclusion
    - ii. A Finding of No Significant Impact
  - b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.
    - i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
    - ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)

## EXHIBIT “1”

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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- a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.\*
  - b. Tech assistance, meeting(s)/hearing(s) prep, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
- 3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
  - a. Historic Structure Studies
    - i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state’s historic structure requirements.
  - b. Archeological Studies
    - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
    - ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by an archeologist with the STATE.
    - iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
- 4. Technical Reports

Technical reports will be scoped with TxDOT’s Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.

  - a. Traffic Noise Analysis
    - i. A traffic noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE’S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
  - b. Air Quality Analysis
    - i. An air quality analysis shall be prepared in accordance with the STATE’S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.
  - c. Hazardous Materials
    - i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
  - d. Biological Assessment
    - i. A Species Analysis and Site Assessment will be completed in accordance with the STATE’S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.

## EXHIBIT "1"

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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- e. Water Resources
    - i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
  - f. Community Impact Analysis
    - i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
5. General Guidelines for Preparation of Environmental Documents
- a. All technical reports will be submitted electronically to TxDOT.
  - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
  - c. The draft administratively complete document will be submitted to TxDOT electronically.
  - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
  - e. The administratively complete document will be submitted to TxDOT electronically.
  - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
  - g. Exhibits in the environmental document shall be color copies and text shall be black and white.

### FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

#### **TOPOGRAPHY AND CONSTRUCTION SURVEYS:**

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

- 1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
  - a. Establish Horizontal Control Points
  - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

- 2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
  - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
  - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.

EXHIBIT "1"

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SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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- c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
- d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
- 3. Other Field Surveying
  - a. **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
  - b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
  - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
  - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
  - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
  - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
  - g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
  - h. 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.
  - i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
  - j. Tie to existing underground and overhead utilities (location, elevation and direction)
    - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
    - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
  - k. Additional Field Surveying as shown below:
    - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record.

## EXHIBIT “1”

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

- ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
- l. Driveways and Turnouts
  - i. Inventory commercial entrances, public roads and side streets separately.
  - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
  - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
  - iv. Obtain width at ROW line
  - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

#### **ADDITIONAL RESPONSIBILITIES**

##### **A. TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

##### **B. INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.



EXHIBIT “1”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**C. EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

**D. MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/LPA's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

**E. PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

**F. OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

**PROJECT MANAGEMENT**

(Function Code 164)

**MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:**

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, City of San Benito, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

**ADDITIONAL RESONSIBILITIES**

**EASEMENTS, LETTERS OF PERMISSION, ETC.:**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**MEETINGS:**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

# EXHIBIT "1"

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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### **PROJECT MANAGER/ENGINEER COMMUNICATION:**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

### **DESIGN RESPONSIBILITIES:**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

### **DOCUMENT AND INFORMATION EXCHANGE:**

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest Office 365 file formats (.docx, .xlsx, etc...). Plan sheets shall be provided in Microstation Open Roads Designer (ORD)/Power GEOPAK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

### **PROPOSAL TIME:**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

### **OFFICE LOCATION:**

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539



## Fee Estimate

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## FM 1846 (Williams Road) Project - CCRMA

FM 1846 (Williams Road) (From Bus 77 to San Jose Ranch Rd) Cameron County Regional Mobility Authority		MANHOURS										
		Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours
TASK												
	Environmental											
1	RGVMPO/TxDOT/FHWA Planning and Project Funding Coordination											
1A	Analyze Existing Funding Options			1	6	16	8		4	4		39 \$ 3,717.12
1B	Devleop RGVMPO/TxDOT Funding Strategies and Correspondence			1	6	16	8		4	4		39 \$ 3,717.12
1C	Prepare Preliminary Exhibits for Funding Requests			1	2	8	8		4	4		27 \$ 2,393.92
1D	Prepare Requests for RGVMPO TIP/STIP/MTP Revisions			1	2	8	8		2	2		23 \$ 2,086.74
1E	Prepare Letter and Packet to TxDOT Requeusting AFA			1	2	8	8		4	4		27 \$ 2,393.92
1F	Monitor Planning Documents and Funding Opportunities	2	2	1	2	8	8					23 \$ 2,414.68
2	Environmental Scoping Document											
2A	Complete Preliminary Desktop Research				1	14			2			17 \$ 1,664.78
2B	Complete Preliminary Site Visit					4						4 \$ 396.96
2C	Complete Preliminary Project Fact Sheet			2	1	8						11 \$ 1,204.08
2D	Prepare and Provide Scoping Meeting Agenda & Exhibits				1	4		8	2	4		19 \$ 1,548.86
2E	Complete WPD Form I				1	3						4 \$ 430.04
2F	Complete WPD Form II				1	3						4 \$ 430.04
2G	Complete WPD Form III (Environmental Schedule)				1	3						4 \$ 430.04
2H	Attend and Assist in Scoping Meeting with TxDOT	2	2	2	2	3						11 \$ 1,475.32
2I	Address one set of Comments from the CCRMA				1	2		1				4 \$ 412.84
2J	Address one set of Comments from TxDOT				1	2		1				4 \$ 412.84
3	Environmental Open Ended (d) CE Clearance Form Packet											
3A	Prepare Open Ended (d) Categorical Exclusion Classification Request Form		1	2	18	40				2		63 \$ 6,891.44
3B	Prepare Corresponding Exhibit and Reference Packet		1	2	18	128		20	2	8		179 \$ 17,738.70
3C	Address one set of Comments from the CCRMA				8	16		1		1		26 \$ 2,783.48
3D	Address one set of Comments from TxDOT				8	16		1		1		26 \$ 2,783.48
4	Technical Report - Water Quality											
4A	Data Collection and Desktop Review					10						10 \$ 992.40
4B	Prepare Surface Water Analysis Form		1		2	12						15 \$ 1,607.68
4C	Prepare Corresponding Exhibit and Reference Packet			2	2	8		2	1	1		16 \$ 1,627.07
4D	Address one set of Comments from the CCRMA					2						2 \$ 198.48
4E	Address one set of Comments from TxDOT				1	2						3 \$ 330.80
5	Technical Report - Biological Resources											
5A	Data Collection and Desktop Review					8						8 \$ 793.92
5B	Prepare Species Analysis Form				1	2						3 \$ 330.80
5C	Prepare Species Analysis Worksheet				1	14						15 \$ 1,521.68
5D	Prepare Documentation of TPWD BMPs Form				1	2						3 \$ 330.80
5E	Prepare Corresponding Exhibit and Reference Packet		1	2	1	4		2	1	1		12 \$ 1,249.95
5F	Address one set of Comments from the CCRMA					2						2 \$ 198.48
5G	Address one set of Comments from TxDOT				1	2						3 \$ 330.80
6	Technical Report - Cultural Resources	SEE SUBCONSULTANT FEE SCHEDULE (PAGES 5-7 OF 18) FOR BREAKDOWN										\$ 36,159.01



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FM 1846 (Williams Road) Project - CCRMA

		MANHOURS											
FM 1846 (Williams Road) (From Bus 77 to San Jose Ranch Rd) Cameron County Regional Mobility Authority		Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
TASK													
7	Technical Report - Hazmat												
7A	Data Collection and Desktop Review				1	16				1		18	\$ 1,791.71
7B	Field Verify and Obtain Site Pictures				1	16						17	\$ 1,720.16
7C	Conduct Interviews as Needed				2	4						6	\$ 661.60
7D	Prepare Hazmat ISA Form				2	16						18	\$ 1,852.48
7E	Prepare Corresponding Exhibit and Reference Packet		1	2	2	8			4	1	2	20	\$ 1,998.35
7F	Address one set of Comments from the CCRMA				1	2			1			4	\$ 412.84
7G	Address one set of Comments from TxDOT		1	2	1	2			1			7	\$ 842.84
8	Technical Report - Env. Justice/Community Impacts												
8A	Data Collection and Desktop Review				2	26						28	\$ 2,844.88
8B	Prepare Community Impacts Assessment Technical Report Form				2	22						24	\$ 2,447.92
8C	Prepare Corresponding Exhibit and Reference Packet		1	1	2	12			4	2	2	24	\$ 2,327.94
8D	Address one set of Comments from the CCRMA				2	4			1			7	\$ 743.64
8E	Address one set of Comments from TxDOT		1	1	2	4			1			9	\$ 1,034.72
9	Technical Report - Noise Analysis												
9A	Data Collection and Desktop Review				1	18	1	1				21	\$ 2,087.72
9B	Noise Model Validation Field Work				1	18						19	\$ 1,918.64
9C	Prepare Traffic Noise Model using FHWA's TNM Software (Existing, Proposed, Barrier Analysis if needed & Traffic Noise Contour)				2	28						30	\$ 3,043.36
9D	Prepare Traffic Noise Analysis Technical Report				2	28						30	\$ 3,043.36
9E	Prepare Corresponding Exhibit and Reference Packet		1	2	2	24	2	2	4	2	2	41	\$ 3,995.90
9F	Address one set of Comments from the CCRMA			1	1	4			1	1		8	\$ 821.79
9G	Address one set of Comments from TxDOT		1	1	1	4	1	1	1	1		11	\$ 1,143.03
10	Technical Report - Air Quality												
10A	Data Collection and Desktop Review				2	20			1			23	\$ 2,331.48
10B	Prepare Air Quality Technical Report				2	24						26	\$ 2,646.40
10C	Prepare Corresponding Exhibit and Reference Packet		1	1	2	16			1	1	2	24	\$ 2,407.23
10D	Address one set of Comments from the CCRMA				2	4						6	\$ 661.60
10E	Address one set of Comments from TxDOT		1	1	2	4				1		9	\$ 1,024.23



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FM 1846 (Williams Road) Project - CCRMA

		MANHOURS											
FM 1846 (Williams Road) (From Bus 77 to San Jose Ranch Rd) Cameron County Regional Mobility Authority		Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
TASK													
11	Public Involvement (Meeting/Hearing/MAPO)												
11A	Prepare Public Meeting Assignments Checklist			1	2	2						5	\$ 602.04
11B	Prepare Public Meeting Address List (Property Owners, Elected Officials, & Stakeholders)			2	4	16					16	38	\$ 3,275.60
11C	Prepare Newspaper Notices		1	1	6	8						16	\$ 1,878.92
11D	Prepare Powerpoint Presentation		2	4	10	24			8		10	58	\$ 5,771.68
11E	Prepare Speech Transcript		1	4	10	32					10	57	\$ 5,757.12
11F	Prepare Meeting Sign In Sheets				2	2					4	8	\$ 683.28
11G	Prepare Meeting Handout Materials (Agenda, Titles II & III, Project Fact Sheet, Exhibits, and Comment Form)		2	4	12	24			8		20	70	\$ 6,586.72
11H	Prepare Meeting Exhibits		1	5	8	16	8	8	32	8		86	\$ 8,043.48
11I	Attend and Provide Support at Mock Meeting with TxDOT	1	1	2	2	2						8	\$ 1,058.52
11J	Address one set of Comments from the CCRMA (Meeting Materials)		1		2	2	1	1	8	1		16	\$ 1,512.23
11K	Address one set of Comments from TxDOT (Meeting Materials)		1	1	2	2	1	1	8	1		17	\$ 1,651.15
11L	Attend and Provide Support at Public Meeting	1	1	2	2	2	2				2	12	\$ 1,314.12
11M	Prepare Public Meeting Response to Comments Matrix		2	4	10	16						32	\$ 3,771.04
11N	Prepare Public Meeting Documentation Packet		1	1	10	18					2	32	\$ 3,510.68
11O	Address one set of Comments from the CCRMA (Public Meeting Documentation Packet)		1		2	2						5	\$ 615.28
11P	Address one set of Comments from TxDOT (Public Meeting Documentation Packet)		1	1	2	2						6	\$ 754.20
12	Agency Coordination (USACE/TPWD/USFWS Coordination & Permitting)												
12A	Prepare Agency Coordination Letters/Emails (to be signed by RMA)	1	1	1	8	16					1	28	\$ 3,157.92
12B	Prepare Agency Permit Forms	1	1		16	24						42	\$ 4,816.44
12C	Prepare Corresponding Exhibit and Reference Packets		1	1	16	16	16	16	18	8	2	94	\$ 8,860.52
12D	Address one set of Comments from the CCRMA				4	4	6	6	4	2		26	\$ 2,411.98
12E	Conduct Follow-Ups with Agencies, as needed				4	8					1	13	\$ 1,378.24
	Subtotal (Environmental)	8	35	64	266	940	86	36	160	56	94	1745	\$ 212,213.25
	Preliminary Engineering												
13	Data Collection												
13A	Review Appraisal District Data for Project Limits		6	6				12		16		40	\$ 4,047.12
13B	Visit Project Site & Visually Inspect with Pictures & Drive-Through Video			4	4		12	12		18		50	\$ 4,401.82
13C	Develop Preliminary Utility Inventory		2	4	8		8	10		6		38	\$ 3,893.14
13D	Lidar & Contour Development Through GIS		4	4			6	10	26	12		62	\$ 5,555.72
14	Feasibility Studies/Alternatives												
14A	Develop Matrix Criteria (Based on Specific Project Needs)		2	10	10		12					34	\$ 3,889.84
14B	Review, Comment and Approve Purpose & Need for Study	1	6	12	6		14					39	\$ 4,557.96
14C	Review, Comment and Approve Feasibility Report	1	8	18			24					51	\$ 5,629.48
15	Geometric Schematic Work											0	
15A	Import Survey Data into Schematic File & Analyze Data			8	10		14	18		28		78	\$ 7,190.36
15B	Design Roadway Layout on Plan View Based on Typical Sections		8	10			26	38		48		130	\$ 11,592.80
15C	Detail Plan View With All Relevant Project Design Data	2	6	8	8		12	42		60		138	\$ 12,625.24
15D	Design Vertical Alignment Based on Survey Data & Project Parameters		8	12			18	12		18		68	\$ 6,637.74
15E	Detail Profile View With All Relevant Project Design Data	2	6	8	8		12	46		58		140	\$ 12,867.42
15F	Detail Drainage Components on Schematic Based on H&H Results	2	6	8			8	44		56		124	\$ 11,182.08
15G	Develop Proposed Cross Section Roll Plot for Schematic Submittal	2	6	8			24	48		62		150	\$ 13,160.82



"Exhibit 1"  
Fee Estimate  
Page 4 of 18

FM 1846 (Williams Road) Project - CCRMA

		MANHOURS											
FM 1846 (Williams Road) (From Bus 77 to San Jose Ranch Rd) Cameron County Regional Mobility Authority		Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
TASK													
15H	Detail General Schematic Data (Location Map, Title Block, Typ. Sect., etc)	2	6	8				10		32		58	\$ 5,607.92
15I	Develop Schematic Support Docs (Form 1002, DSR, etc...)	2	6	8	4		10					30	\$ 3,612.00
16	Corridor & Route Alternatives												
16A	Develop Multiple Alignments in Conjunction with Sub		8	16	10		24	28				86	\$ 9,206.40
16B	Review, Comment and Approve Final Route Alternatives Selected	1	4	10	4		14	22				55	\$ 5,830.20
16C	Review, Comment and Approve Final Preferred Route to Submit	1	2	10	2		10	16				41	\$ 4,392.28
17	Feasibility Studies, Corridor & Route Alternatives (SUB)	SEE SUBCONSULTANT FEE SCHEDULE (PAGE 8 OF 18) FOR BREAKDOWN											\$ 52,449.00
18	Development of Typical Sections												
18A	Analyze Geotechnical Investigation Results		1	2								3	\$ 430.00
18B	Compare Geotechnical Recommendations vs. FPS 21 Data		1	2			4					7	\$ 721.04
18C	Draw Typical Sections on Schematic Layout & Compare vs. Prop. ROW						2	8				10	\$ 916.08
19	Geotechnical Studies	SEE SUBCONSULTANT FEE SCHEDULE (PAGES 9-10 OF 18) FOR BREAKDOWN											\$ 122,693.86
20	Aerial Mapping/Survey	SEE SUBCONSULTANT FEE SCHEDULE (PAGE 11 OF 18) FOR BREAKDOWN											\$ 64,923.57
21	Hydrologic/Hydraulic Studies	SEE SUBCONSULTANT FEE SCHEDULE (PAGE 12 OF 18) FOR BREAKDOWN											\$ 80,075.07
22	Traffic Engineering Studies	SEE SUBCONSULTANT FEE SCHEDULE (PAGES 13-15 OF 18) FOR BREAKDOWN											\$ 28,156.44
23	Traffic Projections	SEE SUBCONSULTANT FEE SCHEDULE (PAGES 16-18 OF 18) FOR BREAKDOWN											\$ 25,299.28
23	Project Cost Estimates												
23A	Calculate Preliminary Quantities Based on Schematic Level Design			4	4		4					12	\$ 1,376.00
23B	Develop Unit Bid Prices Based on TxDOT Avg. Low Bid	1	2	2			2					7	\$ 893.08
23C	Create Preliminary Project Cost Estimate	1	2	2			4					9	\$ 1,038.60
24	Quality Assurance/Quality Control												
24A	Review Schematic Plan Layout	1	2	4			2					9	\$ 1,170.92
24B	Review Schematic Profile Layout	1	1	4			2					8	\$ 1,018.76
24C	Complete Schematic Checklist		1	4			6					11	\$ 1,144.40
	Subtotal (Preliminary Engineering)	20	104	196	78	0	274	376	26	414	0	1488	\$ 518,186.44
	TOTAL	28	139	260	344	940	360	412	186	470	94	3233	
Labor Hours		28	139	260	344	940	360	412	186	470	94	3233	
Contract Rate		\$ 165.40	\$ 152.16	\$ 138.92	\$ 132.32	\$ 99.24	\$ 72.76	\$ 96.32	\$ 82.04	\$ 71.55	\$ 55.04		
Total Labor Costs		\$ 4,631.20	\$ 21,150.24	\$ 36,119.20	\$ 45,518.08	\$ 93,285.60	\$ 26,193.60	\$ 39,683.84	\$ 15,259.44	\$ 33,628.50	\$ 5,173.76	\$ 320,643.46	\$ 730,399.69

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

\$ -

GDJ Engineering Total Cost

\$ 730,399.69



**Proposal  
Cultural Resource Investigations  
Road Improvements along  
FM 1846 (Williams Road,  
Cameron County, Texas**

**PROJECT DESCRIPTION**

GDJ Engineering has requested a scope of work and cost estimate from AmaTerra Environmental, Inc. (AmaTerra) to prepare cultural resources investigations for proposed road improvements of FM1846 (Williams Road) in Cameron County, Texas. The limits of the project are on FM 1846, from Business (BUS) 77 to San Jose Ranch Road – a total length of 1.6 miles. The scope of the project would widen and reconstruct the existing two-lane rural roadway to a 64-foot-wide road consisting of four 12-foot-wide travel lanes, a 12-foot-wide continuous turn lane, and 6-foot-wide sidewalks on both sides of the roadway within the existing 100 to 120-foot-wide right-of-way (ROW). Drainage would be provided by a storm drain system. Federal permitting is required under USACE, therefore Section 106 process is necessary. The project is being proposed as a local government project with TxDOT oversight under CSJ 0921-06-XXX.

**PROJECT SCOPE**

**Task 1: Archeological Studies**

- A) AmaTerra will review the Texas Historical Commission (THC) sites atlas to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for further field surveys. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Review Standards for Archeological Background Studies* for review and comment by TxDOT-ENV.
- B) Should TxDOT determine an archeological survey is warranted, AmaTerra will prepare an Antiquities permit application and submit that to TxDOT for review and approval prior to submission to the THC.
- C) Once a permit has been issued by the THC AmaTerra will conduct an archeological survey of the Area of Potential Effects (APE). The survey will include visual inspection, pedestrian, survey, and backhoe trenching to assess and characterize archeological sites within the APE. Any archeological sites would be investigated through additional shovel tests, as warranted. All archeological sites within the APE will be recorded at the Texas Archeological Research Laboratory. Archeologists will not collect any artifacts during the survey.
- D) AmaTerra will prepare a professional report documenting the results of the survey. The report will adhere to TxDOT's *Review Standards for Archeological Survey Reports* and include a management summary, description of the undertaking and the APE, relevant background sections, a summary of results, and explicit recommendations regarding



**Cultural Resource Investigations  
Road Improvements along FM 1846 (Williams Road),  
Cameron County, Texas**

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eligibility of archeological sites within the APE. This report will be reviewed and approved by the client, TxDOT, and THC. To satisfy the conditions of the Antiquities Permit, AmaTerra will curate all survey notes and records at a state recognized curatorial facility.

**Task 2: Historical Studies**

- A) AmaTerra shall prepare a Project Coordination Request for Historical Studies Project (PCR) for review and comment by TxDOT-ENV. The PCR shall conform to the TxDOT *PCR Review Standard* (August 2019 version).
- B) AmaTerra shall perform a records search of the APE to identify non-archeological historic properties that have been previously listed in the National Register of Historic Places (NRHP), are designated as Recorded Texas Historical Landmarks, as State Antiquities Landmarks, County Historic Landmarks, or have been evaluated for NRHP eligibility by other available historic surveys. AmaTerra will review other available archival sources, such as historic maps and/or aerial photographs, to locate previously unidentified potential historic resources in the project's Study Area. Reviews will be conducted to determine whether any historic or historic-age Canals are also located within the project study area.

**SCHEDULE**

To be determined in consultation with Client.

**ASSUMPTIONS AND CONDITIONS**

The following is a list of assumptions on which the project costs are based. Any work not discussed in the tasks above may be considered outside of this scope and may require a supplemental agreement or fee adjustment.

- GDJ will clearly define the location and dimensions of the proposed project prior to fieldwork mobilization. GDJ will provide AmaTerra with geo-referenced ArcView shapefiles of the project footprint prior to fieldwork mobilization to allow for the survey of the APE: via GPS wayfinding.
- AmaTerra anticipates up to one round of design updates/changes from GDJ.
- AmaTerra does not anticipate conducting a reconnaissance survey for historic resources, since the entire project will be conducted within existing right-of-way.
- Relevant comments will be addressed. It is assumed that no more than one draft copy and one final copy of the survey reports being submitted to GDJ will be produced in electronic format in PDF and Word formats.
- One round of comments on the Draft Report is anticipated from GDJ and associated agency reviewers. All comments are assumed to be minor.
- Access to private properties would be obtained by others prior to AmaTerra's field survey.
- This effort will likely include backhoe trenching. Should a greater than expected trenching effort (1 day of trenching anticipated) be required, those costs would be supplemental.

**Cultural Resource Investigations  
Road Improvements along FM 1846 (Williams Road),  
Cameron County, Texas**

- The scope does not include mitigation for adverse effects, development of agreement documents, Section 4(f) evaluations, or other services beyond establishing Section 106 NRHP effect.

## COMPENSATION

Client will compensate AmaTerra on a time and material price basis (T&M) of **\$36,159.01**. AmaTerra will invoice GDJ monthly based on percentage of completion. A cost breakdown is provided below.

COST BREAKDOWN										
FM1846 Improvements										
LABOR	PCR/Back ground Studies	Permit App/ Research Design	Prefield and Fieldwork	Draft and Final Reports	Curation	Admin and Project Mgmt	Total	Unit	Unit Price	Cost
Support Manager	0	0	0	0	0	2	2	hr	\$ 249.00	\$ 498.00
Archeologist Sr. PI	4	4	4	16	2	8	38	hr	\$ 135.00	\$ 5,130.00
Archeologist IV	8	8	40	40	4	0	100	hr	\$ 94.23	\$ 9,423.00
Archeologist III	0	0	32	16	6	0	54	hr	\$ 76.80	\$ 4,147.20
Archeologist II	0	0	0	0	0	0	0	hr	\$ 68.85	\$ -
Architectural Historian Senior	2	0	0	0	0	4	6	hr	\$ 150.87	\$ 905.22
Architectural Historian III	16	0	0	0	0	0	16	hr	\$ 116.85	\$ 1,869.60
Architectural Historian II	8	0	0	0	0	0	8	hr	\$ 79.47	\$ 635.76
GIS Operator Sr	16	6	2	32	0	0	56	hr	\$ 110.88	\$ 6,209.28
Administrative/ Document Production Supervisor	0	0	2	16	2	8	28	hr	\$ 93.90	\$ 2,629.20
Editor	0	0	0	0	0	0	0	hr	\$ 81.00	\$ -
TOTAL LABOR										\$ 31,447.26
EXPENSES	PCR/Back ground Studies	Permit App/ Research Design	Fieldwork	Draft and Final Reports	Curation	Admin and Project Mgmt	Total	Unit	Unit Price	Cost
Copies, b/w 8.5 x 11	40	50	100	400	100	40	730	each	\$ 0.10	\$ 73.00
Copies, color 8.5 x 11	40	15	20	250	75	40	440	each	\$ 1.00	\$ 440.00
Rental Car	0	0	4	0	0	0	4	day	\$ 75.00	\$ 300.00
Mileage	0	0	850	0	0	0	850	each	\$ 0.58	\$ 488.75
Lodging (Tax & Fee Inc)	0	0	6	0	0	0	6	night	\$ 120.00	\$ 720.00
Meals	0	0	8	0	0	0	8	day	\$ 56.00	\$ 448.00
Curation	0	0	0	0	1	0	1	each	\$ 550.00	\$ 550.00
TARL Site Fees	0	0	0	2	0	0	2	each	\$ 96.00	\$ 192.00
Backhoe Rental	0	0	1	0	0	0	1	day	\$1,500.00	\$ 1,500.00
TOTAL EXPENSES										\$ 4,711.75
TOTAL										\$ 36,159.01



"Attachment D"  
Fee Estimate  
Williams Road from BUS 77 to San Jose Ranch Road (Approx. 1.61 miles)

Feasibility Study Task Description	Project Principal	Project Manager	Quality Manager	Senior Engineer	Design Engineer	Senior Engineer Tech	Administrative/ Clerical	TOTAL LABOR HOURS
Field Recon		2		8	8			18
Data Collection		1		8	8			17
Develop Base Map		1		4	18	52		75
Establish Road Alignments		2	2	12	18	40		74
Develop Purpose and Need		1	1	3				5
Route Alternatives Analysis with Matrix		2	8	22	24			56
Feasibility Report		2	8	12	18	8		48
Public Involvement for the Project w/1 Public Meeting	2	2					4	8
Public Involvement for the Project w/1 Public Hearing	2	2					4	8
Project Management/Coordination		8					4	12
Total Labor Hours	4	23	19	69	94	100	12	321
Contract Rate	\$300.17	\$264.62	\$244.11	\$198.51	\$152.83	\$116.17	\$70.30	
TOTAL LABOR COSTS	\$1,200.68	\$6,086.26	\$4,638.09	\$13,697.19	\$14,366.02	\$11,617.00	\$843.60	\$52,449

Fee - Page 9 of 18  
EXHIBIT D  
TABLE OF DELIVERABLES  
Method of Payment: Lump Sum

<p style="text-align: center;"><b>North Williams Road from Business 77 to San Jose Ranch Road</b> <b>CCRMA</b> <i>Millennium Engineers</i></p>				
TASK DESCRIPTION	Unit	Hourly Rate	Estimated Hours	Task Cost
<b>FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours</b>				
Initial Project Setup	hour	\$229.15	8	\$ 1,833.20
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	\$229.15	8	\$ 1,833.20
8 Project Site Visits	hour	\$229.15	28	\$ 6,416.20
Coordination of Utilities and Staking Out Boring Locations	hour	\$229.15	28	\$ 6,416.20
Coordination and Meetings	hour	\$229.15	16	\$ 3,666.40
Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$229.15	9	\$ 2,062.35
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	\$229.15	9	\$ 2,062.35
Evaluation of Pavement Criteria	hour	\$229.15	9	\$ 2,062.35
Pavement Cycle Analyses	hour	\$229.15	9	\$ 2,062.35
Pavement Design Options	hour	\$229.15	9	\$ 2,062.35
Pavement Design - HMAc for Location 1	hour	\$229.15	14	\$ 3,208.10
Drilled Shaft Foundation Design and Analysis	hour	\$229.15	14	\$ 3,208.10
Creation of Final Boring Logs with TCP and Soil Index Testing Data	hour	\$229.15	12	\$ 2,749.80
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$229.15	14	\$ 3,208.10
<b>FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours</b>				
Initial Project Setup	hour	\$155.23	8	\$ 1,241.84
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	\$155.23	8	\$ 1,241.84
8 Project Site Visits	hour	\$155.23	28	\$ 4,346.44
Coordination of Utilities and Staking Out Boring Locations	hour	\$155.23	28	\$ 4,346.44
Coordination and Meetings	hour	\$155.23	16	\$ 2,483.68
Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$155.23	9	\$ 1,397.07
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	\$155.23	9	\$ 1,397.07
Evaluation of Pavement Criteria	hour	\$155.23	9	\$ 1,397.07
Pavement Cycle Analyses	hour	\$155.23	9	\$ 1,397.07
Pavement Design Options	hour	\$155.23	9	\$ 1,397.07
Pavement Design - HMAc for Location 1	hour	\$155.23	14	\$ 2,173.22
Drilled Shaft Foundation Design and Analysis	hour	\$155.23	14	\$ 2,173.22
Creation of Final Boring Logs with TCP and Soil Index Testing Data	hour	\$155.23	12	\$ 1,862.76
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$155.23	14	\$ 2,173.22
<b>FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours</b>				
Administrative Hours - Report Preparation and Billing	hour	\$73.92	8	\$ 591.36
<b>SUB-TOTAL - GEOTECHNICAL ENGINEERING &amp; ANALYSIS</b>			<b>382</b>	<b>\$ 72,470.42</b>
<b>TOTAL DIRECT EXPENSES (FROM BELOW)</b>				<b>\$ 6,253.60</b>
<b>SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING (See Page 2 of 2)</b>				<b>\$ 43,969.84</b>
<b>GRAND TOTAL</b>				<b>\$ 122,693.86</b>
<b>DIRECT EXPENSES</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Quantity</b>	
Mileage	Mile	0.58	920	\$ 533.60
PPE (Protective Equipment)	each	250	4	\$ 1,000.00
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	trip	600	1	\$ 600.00
Construction Truck	day	125	6	\$ 750.00
Shelby Tubes Transportation Box	per box	175	6	\$ 1,050.00
Portable Message Board (Traffic Control)	day	500	4	\$ 2,000.00
Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each	Print / Sheet	80	4	\$ 320.00
<b>TOTAL DIRECT EXPENSES</b>				<b>\$ 6,253.60</b>

Scope of Work:  
Existing 2-lane rural  
Proposed 4-lane urban w/ continuous LTL  
Bridge Replacement

Fee - Page 10 of 18  
**EXHIBIT D**  
**TABLE OF DELIVERABLES**  
Method of Payment: Lump Sum

**North Williams Road from Business 77 to San Jose Ranch Road**  
**CCRMA**

*Millennium Engineers*

**Limits: North Williams Road from Bus. 77 to San Jose Ranch Road Boring every 700 LF**

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
<b>FC 110 - GEOTECHNICAL (DRILLING AND TESTING)</b>				
LOCATION 1 - Williams Road - East of Bus. 77 to San Jose Ranch Road (13 Proposed 10ft. Boring)	LF	\$40.00	130	\$ 5,200.00
LOCATION 2 - Roadway and Trail Bridges (2 Proposed 60ft. Boring)	LF	\$40.00	120	\$ 4,800.00
LOCATION 3 - Traffic Signal Structures (1 Proposed 30ft. Boring)	LF	\$40.00	30	\$ 1,200.00
Texas Cone Penetration (Tex-132-E)	each	\$45.00	56	\$ 2,520.00
Standard Penetration Test (SPT) (ASTM1586)	LF	\$38.00	65	\$ 2,470.00
Shelby Push Tubes (ASTM D1587)	LF	\$40.00	39	\$ 1,560.00
Concrete/AC Patch ~ <b>Proposed on 13 Pavement Borings</b>	each	\$68.00	13	\$ 884.00
Field Technician: Collect Samples ~ <b>Estimated at 10 hour days for 4 days of drilling</b>	hour	\$33.00	40	\$ 1,320.00
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	\$103.49	16	\$ 1,655.84
Moisture Content (Tex-103-E) ~ <b>Proposed on all samples, 2 ft. intervals for upper 10 ft, 5 ft intervals thereafter</b>	each	\$17.00	96	\$ 1,632.00
Atterburg Limits (Tex-104E) ~ <b>Proposed at 2 per boring for pavements and 6 per boring on structures.</b>	each	\$43.00	44	\$ 1,892.00
Atterburg Limits (Tex-105-E) ~ <b>Proposed at 2 per boring for pavements and 6 per boring on structures.</b>	each	\$43.00	44	\$ 1,892.00
Atterburg Limits (Tex-106-E) ~ <b>Proposed at 2 per boring for pavements and 6 per boring on structures.</b>	each	\$44.00	44	\$ 1,936.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ <b>Proposed at 2 per boring for pavements and 4 per boring on structures</b>	each	\$61.00	38	\$ 2,318.00
Sulfate Content in Soils (Tex-145-E) ~ <b>Proposed at 13 locations on the pavement borings</b>	each	\$95.00	13	\$ 1,235.00
<b>Texas Triaxial Compression (Tex 117 E, Part II)</b>	each	\$2,400.00	2	\$ 4,800.00
<b>Consolidated Undrained Triaxial Test (Tex-131-E)</b>	each	\$2,000.00	1	\$ 2,000.00
<b>Consolidation Tests (ASTM D2435)</b>	each	\$640.00	2	\$ 1,280.00
<b>Soil-Lime Testing (Tex-121-E)</b>	each	\$375.00	9	\$ 3,375.00
<b>SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING</b>				<b>\$ 43,969.84</b>

Kane Lindsey, LLC  
Surveying Consultants  
4307 N 22nd Street, Suite B  
McAllen, Texas 78504  
TBPELS No. 10194676

**BUDGET**  
**LUMP SUM RATE BASIS OF PAYMENT**

Work Authorization No.

<b>Project:</b> Williams Road <b>County:</b> Cameron County, Texas <b>From:</b> BUS 77 <b>To:</b> San Jose Ranch Road <b>Description of Work:</b> Design Survey/ Schematic											
TASK AND DESCRIPTION FC 150 Field Surveying	Sr. RPLS/ Principle	Project RPLS	Sr. Survey Technician	Survey Technician	3-man Survey Crew	2-man Survey Crew	Lidar/UAS Technician	Abstractor	Admin/ Clerical	Total Hours	Cost
HOURLY RATE	\$142.15	\$112.53	\$77.00	\$61.60	\$160.16	\$135.52	\$86.24	\$59.23	\$49.28		
<b>FC 150- Design Surveys</b>											
<b>I. Horizontal and Vertical Control</b>											
A. Field 5/8" iron rods with plastic cap set in concrete every 1000'		1	1		16					18	\$ 2,752.09
B. RTK- GPS			1	16		16				33	\$ 3,230.92
C. Level Loops			2	8		16				26	\$ 2,815.12
<b>II. Design Surveys</b>											
A. Cross Sections (Roadway and Drainage)			8	8		110				126	\$ 16,016.00
B. Structures (Irrigation, Drainage, Inverts, Bridges, Resacas)			8	8		48				64	\$ 7,613.76
C. Utility Investigation	2	2	2	2				16	8	32	\$ 2,128.48
D. Abstracting								32	8	40	\$ 2,289.60
E. Field Property corner Recon			8	8		24				40	\$ 4,361.28
F. Abstract Map/Base Map	8	8	16	16					8	56	\$ 4,649.28
G. ROW Staking	2	2	8	8		24				44	\$ 4,870.64
<b>III. Right of Entry</b>											
A. Coordination	2	2	2	0	0	0	0	0	24	30	\$ 1,846.08
Subtotal Hours	14	15	56	74	16	238	0	48	48	509	
Subtotal Cost	\$1,990.10	\$1,687.95	\$4,312.00	\$4,558.40	\$2,562.56	\$32,253.76	\$0.00	\$2,843.04	\$2,365.44		\$ 52,573.25
<b>Photogrammetry</b>											
A. Mobilization (Fixed)											\$500.00
B. Data Collection/ Field Verification						16				16	\$2,168.32
C. Processing							16			16	\$1,379.84
Subtotal Hours	0	0	0	0	0	16	16	0	0	32	
Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,168.32	\$1,379.84	\$0.00	\$0.00		\$4,048.16
<b>FINAL REPORT &amp; DELIVERABLES</b>											
A. CADD file (2D & 3D) for limits of project				10			16			26	\$ 1,995.84
B. Final Report and Deliverables	6		6	6			20	2		40	\$ 3,527.76
C. Horizontal/ Vertical Control Sheets	2		4	10						16	\$ 1,208.30
D. Survey Report	4	6	2	2					1	15	\$ 1,570.26
Subtotal Hours	12	6	12	28	0	0	36	2	1	97	
Subtotal Cost	\$1,705.80	\$675.18	\$924.00	\$1,724.80	\$0.00	\$0.00	\$3,104.64	\$118.46	\$49.28		\$ 8,302.16
<b>Total Fee FC 150</b>											
	\$3,695.90	\$2,363.13	\$5,236.00	\$6,283.20	\$2,562.56	\$34,422.08	\$4,484.48	\$2,961.50	\$2,414.72	638	\$64,923.57

Highway: N. Williams Rd (FM 1846)  
Cameron County RMA  
Subprovider: CAMACHO-HERNANDEZ & ASSOCIATES, LLC

HYDROLOGIC & HYDRAULIC STUDIES TASK DESCRIPTION	Support Manager	Project Engineer	Design Engineer	Engineer-in- Training	Sr Engineer Tech	Engineer Tech	Jr Engineer Tech	CADD Operator	Jr CADD Operator	Admin/Clerical	TOTAL LABOR HOURS	TASK COST
DATA COLLECTION												
Perform Field Recon & Drainage Structure Inventory			8	8	8						24	\$ 2,321.84
Coordinate with Cameron Co Drainage Dist.		4	4								8	\$ 1,089.84
HYDOLOGY & HYDRAULIC MODELING												
											0	\$ -
Acquire & Evaluate, FEMA Maps, USGS Maps, HCCD#1 Drainage Studies		4	4								8	\$ 1,089.84
Acquire & Evaluated other available data (TNRIS Lidar Data Sets)		4	4								8	\$ 1,089.84
Identify Outfall Locations & Alignments		8	16								24	\$ 3,222.16
Delineate preliminary Drainage Area Maps (Exterior & Interior)		20	32	16	16			8	8		100	\$ 10,405.34
Compute Hydrology (based on Atlas 14)		8	12								20	\$ 2,700.92
Model & Develop 2,5, 10, 25, 50, & 100 yr water surface elevations		8	10	10							28	\$ 3,269.50
Preliminary hydraulic design of bridges & culvert sizes		16	16	12							44	\$ 5,354.40
Preliminary storm sewer/trunkline design & sizing		16	24	16	16			16	16		104	\$ 9,627.95
Evaluation of Detention Requirements and Premilinary Facilities		8	8		8			4	4		32	\$ 3,212.53
Preliminary hydraulic design of outfall channels		20	20								40	\$ 5,449.20
Develop Preliminary Culvert Layouts		12	16	16	16			16	16		92	\$ 8,016.87
Develop Preliminary Project Outfall Map		12	16	8	8			8	4		56	\$ 5,733.37
Coordianate drainage elements with 3D corridor model and cross sections		6	8								14	\$ 1,895.38
Develop Preliminary Drainage Cost Estimate		8	8								16	\$ 2,179.68
Prepare Reports		8	8								16	\$ 2,179.68
Prepare Report Exhibits		8	8	12	12			8	8		56	\$ 4,932.42
QAQC of H&H Study	6	6									12	\$ 1,776.90
Address Review Comments		4	4	4	4			4	4		24	\$ 2,146.37
											0	\$ -
											0	\$ -
CONTRACT MANAGEMENT											0	\$ -
General Contract Management, Progress Reporting, & Invoicing	5	5	5							5	15	\$ 2,381.05
TOTALS	11	185	231	102	88	0	0	64	60	5	741	\$ 80,075.07
CONTRACT RATE PER HOUR	\$ 154.00	\$ 142.15	\$ 130.31	\$ 82.92	\$ 77.00	\$ 68.71	\$ 56.86	\$ 61.60	\$ 42.61	\$ 49.75		
TOTAL LABOR COST	\$ 1,694.00	\$ 26,297.75	\$ 30,101.61	\$ 8,457.84	\$ 6,776.00	\$ -	\$ -	\$ 3,942.40	\$ 2,556.72	\$ 248.75		
% DISTRIBUTION OF STAFFING	1.48%	24.97%	31.17%	13.77%	11.88%	0.00%	0.00%	8.64%	8.10%	0.67%		100.67%
SUBTOTAL (FC 161)												\$ 80,075.07

SUMMARY	
TOTAL COSTS FOR SUBPROVIDER ONLY	\$ 80,075.07
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUBPROVIDER ONLY	\$ -
GRAND TOTAL	\$ 80,075.07



**Gradient  
systematics, llc**

603 Munger Ave., Suite 100  
Dallas, TX 75202

Sam Bohluli, Ph.D., P.E.

Executive Vice President

[sbohluli@gradientsystematics.com](mailto:sbohluli@gradientsystematics.com)

<mailto:sbohluli@candm-associates.com>

**Date:** July 5, 2022

**To:** Mr. Robert Macheska, P.E., CFM  
GDJ Engineering  
2805 Fountain Plaza Blvd.  
Edinburg, TX 78539

**Subject:** Williams Road – BUS 77 to San Jose Ranch Road  
Traffic Engineering Study: Scope of Services

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Dear Mr. Macheska,

The following document describes Gradient Systematics, LLC's (GS) scope of services regarding developing a traffic engineering study for Williams Road from BUS 77 to San Jose Ranch Road in the vicinity of the city of San Benito (the Project) in Cameron County, TX, on behalf of GDJ Engineering.

## Scope of Services

TxDOT defines the general work effort for traffic and operational analysis as follows:

*The Engineer shall review and analyze traffic data (including percent trucks, design hourly volume, and directional distribution), existing roadway features (including ramp locations, weaving sections, number of lanes, offset to obstructions, lane widths, frontage road operations, and intersection operation and geometry), traffic flow patterns, accident patterns and frequencies, and transit and traffic operations. The Engineer shall develop and calibrate an existing traffic model. The calibration of the model shall be included in the traffic analysis report and Interstate Access Justification Report (IAJR) or both. A detailed level of service analysis with CORSIM, PASSER, HCS, VISSIM, SYNCRO, and/or other acceptable model will be performed for the current year using current traffic and geometric conditions and for the build year and 20 year design year using traffic projections and proposed geometric designs to compare different geometric alternatives and ramp patterns. Results of this analysis shall be incorporated into the schematic design. The Engineer shall develop a traffic analysis report summarizing all analysis performed.*

GS' scope of service includes all the tasks which will fulfill TxDOT's requirements for a corridor traffic engineering study, as follows:

### 1. Review and Analyze Traffic Data

GS will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic Count Database System (TCDS) to determine historical traffic growth patterns in the form of annual average daily traffic (AADT) counts. GS will review traffic data, including percent trucks, design hourly volume, directional distribution, existing roadway features including ramp locations, weaving sections, number of lanes, offset to obstructions, lane widths, frontage road operations, and intersection operation and geometry.





## 2. Existing / Projected Traffic

GS will determine 20 and 30-year growth rates based on historical trends and guidance implied from TP&P's standard operating procedure. Then, the resulting historical growth rate will be used to develop the traffic projections. To complement and verify the resulting growth, GS will also adopt the latest version of the Rio Grande Valley (RGV) travel demand model (TDM) developed by the Texas Transportation Institute (TTI) for the regional MPO. The RGV model is a trip-based model developed in the TransCAD environment.

## 3. Traffic Simulation Model Development

GS will review and analyze traffic data (including percent trucks and OD matrices from the travel demand model), existing roadway features (including ramp locations, weaving sections, number of lanes, frontage road operations, and intersection operation and geometry), signal timing plans, traffic flow patterns, and bicycle/pedestrian, transit, and traffic operations. Traffic demand will be developed using SimTraffic in Synchro to take the demand model's sub-area OD matrices and assign vehicles to the roadway network. Following FHWA's Traffic Analysis Toolbox guidance, the model will be calibrated: Volume III. Performance measures will be collected for freeways and arterials from the VISSIM model during the two peak periods for the current year using current traffic and geometric conditions.

## 4. Signal Warrant Analysis

GS will conduct a traffic signal warrant analysis based on the Texas Manual of Uniform Traffic Control Devices (MUTCD) for both ends of the project limit. The warrants are as follows:

- Warrant 1 – Eight-Hour Vehicular Volume
- Warrant 2 – Four-Hour Vehicular Volume
- Warrant 3 – Peak Hour
- Warrant 4 – Pedestrian Volume
- Warrant 5 – School Crossing
- Warrant 6 – Coordinated Signal System
- Warrant 7 – Crash Experience
- Warrant 8 – Roadway Network
- Warrant 9 – Intersection Near a Grade Crossin

## 5. Crash Analysis

GS will perform a crash analysis utilizing the crash data obtained from the city, TxDOT, and compared to the TxDOT Crash Records Information System (CRIS) Database for the most recent five-year period. Crash reports corresponding to this data will be requested from and provided by TxDOT for this analysis. An analysis of crash type, severity, and causes will be conducted for each intersection or segment of roadway.

## 6. Documentation

GS will provide all the findings, analysis, and recommendations in a comprehensive document. After review by GDJ Engineering, GS will address any comments/questions, revise the Draft Memorandum as needed, and submit the Final Memoranda for TP&P review and approval.



## Proposed Schedule and Budget

GS can begin work immediately upon receipt of the Notice to Proceed (NTP). GS estimates six (6) weeks to complete the traffic projections study. As shown in, GS proposes a lump sum fee of \$28,156.44 including \$3,000 as direct expenses for traffic count collection within the study area.

**Table 1: Proposed Budget**

TASKs DESCRIPTION	Chief Engineer/ Principal	Project Manager	Project Engineer	Engineer in Training	GIS Operator	Admin / Clerical	Total Labor Hrs.	Task Cost
Task 1. Review Existing Information	2	4	8	8			22	\$ 3,174.76
Task 2. Existing/Projected Traffic	4	4	4	8			20	\$ 3,148.72
Task 3. Traffic Simulation Model	4	8	16				28	\$ 4,795.28
Task 4. Signal Warrant Analysis	2	4	4	8			18	\$ 2,627.48
Task 5. Crash Analysis	4	8	8	16			36	\$ 5,254.96
Task 6. Documentation	4	8	8	16	8	4	48	\$ 6,155.24
HOURS TOTAL	20	36	48	56	8	4	172	
LABOR RATE PER HOUR	\$260.62	\$195.46	\$136.82	\$97.14	\$82.92	\$59.23		
TOTAL DIRECT LABOR COSTS	\$ 5,212.40	\$ 7,036.56	\$ 6,567.36	\$ 5,439.84	\$ 663.36	\$ 236.92	\$ 25,156.44	
<b>TOTAL LABOR COST</b>								<b>\$ 25,156.44</b>
Turning movement counts								\$ 3,000.00
<b>TOTAL Direct COST</b>								<b>\$ 3,000.00</b>
<b>GRAND TOTAL</b>								<b>\$ 28,156.44</b>



**Gradient**  
**Systematics, LLC**

603 Munger Ave., Suite 100  
Dallas, TX 75202

Sam Bohluli, Ph.D., P.E.

Executive Vice President

[sbohluli@gradientsystematics.com](mailto:sbohluli@gradientsystematics.com)

<mailto:sbohluli@candm-associates.com>

**Date:** July 05 2022

**To:** Mr. Robert Macheska, P.E., CFM  
GDJ Engineering  
2805 Fountain Plaza Blvd.  
Edinburg, TX 78539

**Subject:** **Williams Road – BUS 77 to San Jose Ranch Rd.**  
**Traffic Projections: Scope of Services**

---

Dear Mr. Macheska,

The following document describes Gradient Systematics, LLC's (GS) scope of services regarding developing traffic projections for Williams Road – BUS 77 to San Jose Ranch Road in the vicinity of the city of San Benito (the Project) in Cameron County, TX, on behalf of GDJ Engineering.

## Methodology

GS' methodology follows the Texas Department of Transportation (TxDOT) Transportation Planning and Programming (TP&P) Division's standard operating procedures (SOP) for traffic projection under Option B.

The main steps are as follows:

- Review of Existing Traffic Count Database System (TCDS) Available Documentation
- Review of Proposed Future Network Improvements (via RGV MPO Data)
- Development of Traffic Projections Utilizing TxDOT's TP&P Methodology
- Development of Traffic Forecast Memo, Traffic Exhibits, and Supporting *Calculations/Materials*
- *Submittal of Final Report*

GS' staff have worked with TP&P on several traffic projections projects and fully understands their SOP.

## Scope of Services

GS' scope of service includes all the tasks which will fulfill TxDOT's requirements for traffic projection under option B, as follows:

### 1. Review of Existing Information

GS will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic Count Database System (TCDS), to determine historical traffic growth patterns, in the form of annual average daily traffic (AADT) counts. This data source will extract the Project's base year (2019) traffic volumes and historical traffic within the study area. GS will first review all relevant available documentation regarding the Project.



GS will also review proposed future network improvements, as several transportation mobilities and improvement projects are proposed in Cameron County's *2014–2040 Metropolitan Transportation Plan*.

## 2. Traffic Growth Rate Prediction

GS will determine 20 and 30-year growth rates based on historical trends and guidance implied from TP&P's standard operating procedure. Then, the resulting historical growth rate will be used to develop the traffic projections. To complement and verify the resulting growth, GS will also adopt the latest version of the Rio Grande Valley (RGV) travel demand model (TDM) developed by the Texas Transportation Institute (TTI) for the regional MPO. The RGV model is a trip-based model developed in the TransCAD environment.

GS will use this model to estimate potential diversion to the Project due to future roadway improvements in the vicinity of the Project. In addition, GS will calculate the traffic growth over the next 20-year period based on the model results.

GS will code the new configuration of the Project by modifying the model networks for the base and all future model years. GS will then complete the model assignments in TransCAD, review the results, and summarize the Project's estimated traffic volumes. The study assumptions and proposed growth rates will be outlined in the traffic projections methodology memorandum and submitted for TP&P review and approval. If necessary, additional developments around the Project area that are not considered in the TDM will be implemented within the TDM modeling platform as the number of potential residents or employees of the development—to estimate the traffic impact of these developments on the TDM road network.

## 3. Traffic Projections

GS will utilize the identified growth rate to develop the future traffic projected for the study corridor. GS will develop average daily traffic (ADT) No-Build and Build scenarios for a horizon and 20 and 30 years based on the current/opening year of the corridor after the proposed improvements.

The projected traffic will be presented in tabular format and detailed Project description, analysis, and document the existing roadway network and the current traffic composition.

## 4. TAHD Tabulation

GS will prepare Traffic Analysis for Highway Design (TAHD) tabulations regarding the 20-year and 30-year design periods. GS will mark the final results as final after obtaining the approval from TP&P and will not be intended for construction, bidding, or permit purposes.

The TAHD tabulation will include the following:

1. ADT estimates for the Project's opening year and 20- and 30-year forecast periods
2. Traffic distribution by direction
3. K-factor
4. Percentage of trucks (daily and peak hour averages)
5. Average 10-heaviest wheel loads daily
6. Total number of equivalent 18k single axle load applications for 20- and 30-year forecast periods



Per T&P's direct instruction, items 4, 5, and 6 above will need to be calculated by TP&P. GS will use its internal algorithm, which closely matches TXDOT's final numbers, for these calculations; however, only TXDOT has access to the vast amount of data used in their official calculations. Therefore, there is always the chance of observing some differences in the final results. Therefore, GS will include its calculations in a separate memorandum for GDJ's use until TP&P's official calculations are received.

## 5. Documentation

As mentioned above, GS will prepare three memoranda as follows:

1. Memorandum documenting the traffic projections methodology and assumptions.
2. Memorandum representing the results of its traffic projection development and the partial TAHD tables; and
3. Internal memorandum including the complete TAHD tables for GDJ's use.

After review by GDJ Engineering, GS will address any comments/questions, revise the Draft Memorandum as needed, and submit the Final Memoranda for TP&P review and approval.

## Proposed Schedule and Budget

GS can begin work immediately upon receipt of the Notice to Proceed (NTP). GS estimates a timeframe of four (4) weeks to complete the traffic projections study. As shown in Table 1, GS proposes a lump sum fee of \$25,299.28 including \$3,000 as direct expenses to be used for traffic count collection within the study area.

**Table 1: Proposed Budget**

TASK DESCRIPTION	Chief Engineer/Principal	Project Manager	Project Engineer	Engineer in Training	GIS Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
Task 1. Review of Existing Information		4		8			12	\$ 1,558.96
Task 2. Traffic Growth Rate Prediction	4	8		16			28	\$ 4,160.40
Task 3. Traffic Projections	4	16		8			28	\$ 4,946.96
Task 4. TAHD Tabulation	4	8		14			26	\$ 3,966.12
Task 5. Documentation	8	16		16	8	4	52	\$ 7,666.84
HOURS TOTAL	20	52	0	62	8	4	146	
LABOR RATE PER HOUR	\$260.62	\$195.46	\$136.82	\$97.14	\$82.92	\$59.23		
TOTAL DIRECT LABOR COSTS	\$ 5,212.40	\$ 10,163.92	\$ -	\$ 6,022.68	\$ 663.36	\$ 236.92	\$ 22,299.28	
<b>TOTAL LABOR COST</b>								<b>\$ 22,299.28</b>
Traffic count								\$ 3,000.00
<b>TOTAL Direct COST</b>								<b>\$ 3,000.00</b>
<b>GRAND TOTAL</b>								<b>\$ 25,299.28</b>

EXHIBIT 2  
PROJECT DEVELOPMENT SCHEDULE  
FM 1846 (North Williams Road) (Phase I)  
(From BUS 77 to San Jose Ranch Road)

TASK AND DESCRIPTION	ENTITY	2022			2023												2024											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION #1 TASKS																												
Project Planning and Programming																												
TxDOT/RGVMPPO Coordination for project funding in the 2024 UTP	GDJ / CCRMA																											
DRAFT 2024 UTP Updates	TxDOT																											
2024 UTP Approval	TxDOT																											
TxDOT Coordination for Donation Agreement	GDJ																											
Amend RGVMPPO TIP/MTP to include project	RGVMPO																											
Donation Agreement Execution	TxDOT																											
Schematic, Env & Public Involvement																												
Design Survey & Topography	GDJ																											
Preliminary Environmental Investigations	GDJ																											
Schematic Development	GDJ																											
Hydrologic Map & Studies	GDJ																											
Environmental Scoping Meeting	GDJ																											
Public Involvement for Public Meeting	GDJ																											
Advertise & Conduct Public Meeting	GDJ																											
Submit Schematic to TxDOT (After Public Meeting - TxDOT Req.)	GDJ																											
TxDOT Schematic Approval	TxDOT																											
Formal Environmental Documents Preparation	GDJ																											
Submit Final Draft Document	GDJ																											
Agency Review & Revisions	TxDOT																											
Environmental Decision	TxDOT																											

GDJ ENGINEERING TASK

RGVMPO/TxDOT/FHWA TASK

TxDOT TASK



**2-I      CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES  
AND RELEASE OF CHECKS TO NOBLE TEXAS BUILDERS,  
PEACOCK CONSTRUCTION, A&I MANUFACTURING AND  
SPAWGLASS FOR THE CAMERON COUNTY PARKS  
ADMINISTRATION BUILDING, PEDRO “PETE” BENAVIDES  
BASKETBALL COURTS, THE ISLA BLANCA TOLL BOOTH  
PROJECTS AND THE VETERANS BRIDGE DAP PROJECT.**



**2-J      CONSIDERATION AND APPROVAL OF A NON-REVENUE USER  
AGREEMENT FOR SH 550 TOLL ROAD.**

## NON-REVENUE USER AGREEMENT

As a user of Non-Revenue Account, and utilizing Non-Revenue License Recognition as established to this agency by the Cameron County Regional Mobility Authority, I have read the applicable portion of Section 370.177, Texas Transportation Code and Section 503(b) of the Master Indenture authorizing the Authority's outstanding revenue bonds, both of which cover free passage of toll roads by authorized emergency vehicles.

Section 370.177, Texas Transportation Code, provides a specific exemption from toll payments. This exemption is limited to, authorized emergency vehicles as defined by Section 541.201, Texas Transportation Code. Section 541.201 defines "authorized emergency vehicle" to include:

- (A) A fire department or police vehicle; (b) a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; (C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality; (D) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency; (E) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas; or (F) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs.

The Authority has a provision in their Master Indenture which allows for free passage for Authorized Emergency Vehicles. Additionally, the Board of the Authority may waive the requirement of the payment of a toll or authorize the payment of a reduced toll for any vehicle or class of vehicles pursuant to section 370.177(a-1).

By providing applicable License Plate Numbers, you and all employees using the CCRMA system agree to abide by the terms and conditions set forth in this agreement.

The License Plates Numbers are **not for personal or private use** and may not be transferred, loaned or otherwise used by anyone other than the authorized users.

To the extent of any conflict or inconsistency between your internal policy respecting use of these License Plates Numbers terms and conditions of this agreement, this letter shall control.

By providing the License Plate Numbers, you and all employees using the CCRMA system agree to abide by the terms and conditions set forth in this letter.

You will provide updates to the License Plate List whenever a new vehicle is put into service and/or vehicle license plates are removed or taken out of service.

On a yearly basis, you will permit the CCRMA to audit use of the License Plate imaging.

This agency agrees to abide by the requirements of both Texas Law and the Authority's Master Indenture while utilizing CCRMA toll facilities.

By: \_\_\_\_\_

Please Print Name & Title

\_\_\_\_\_  
Signature

SWORN and SUBSCRIBED before me this \_\_\_\_\_

Day of \_\_\_\_\_, 2022 Who is

personally known to me

\_\_\_\_\_  
Notary Public

---

#### ACCOUNT INFORMATION

Organization Name: \_\_\_\_\_

Desired Account Title (*if different than organization name*): \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**2-K      CONSIDERATION AND APPROVAL OF CONTINGENCY AND  
EXPENDITURE AUTHORIZATION NO. 3 FOR BENAVIDES PARK  
PAVILION.**

## Contingency Expenditure Authorization

Project: Cameron County Benavidez Park Pavilion
   
 Brownsville, Texas

Authorization No: 03

Project No.:

Date: 08/03/22

To: Peacock General Contractors, Inc.
   
 P.O. Box 530098 / 801 E. Grimes
   
 Harlingen, Texas 78553
   
 Attention: Tre Peacock / Kerry McBride

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

CCR-7	Install new grate inlet per civil in lieu of relocated inlet for additional drainage	\$3,300.00
CCR-8	Credit for sheathing and drywall	(\$14,300.00)
<b>Total:</b>		<b>(\$11,000.00)</b>

These are to be funded out of:

Owner Contingency Allowance	<u>-\$11,000.00</u>
	<u>                    </u>
	<u>                    </u>

**Total: (\$11,000.00)**

### Original Allowance Fund Summary:

Owner Contingency Allowance	Total: \$25,000.00
Signage Allowance	\$10,000.00
Steel Allowance	\$5,000.00
Total of Previous Owner Allowance Expenditure Authorizations	\$10,000.00
Total Authorized Allowance Expenditures for CEA 03	\$11,582.00
	<b>(\$11,000.00)</b>

Remaining Allowance Balance: \$24,418.00

### Remaining Owner Allowance Fund Summary:

Owner Contingency Allowance	\$21,000.00
Signage Allowance	\$770.00
Steel Allowance	\$2,648.00

Approval:

CCRMA

GIVE Architects

Peacock Construction, Inc.

08/25/2022

Date

8/3/2022

Date

8/13/2022

Date

**PEACOCK GENERAL CONTRACTORS, INC.**  
**P.O. BOX 530098/801 E. GRIMES**  
**HARLINGEN, TX 78553**

**CHANGE ORDER REQUEST #7**

**DATE:** July 8, 2022  
**TO:** GMS ARCHITECTS  
**ATTN:** RUDY GOMEZ  
**FAX:** (956)546-0196  
**FROM:** TRE PEACOCK  
**RE:** CAMERON COUNTY BENAVIDES PARK PAVILION

**CHANGES:** RFI #8

Credit for relocation of existing inlet as per original  
civil drawing (sheet 4 of 6)

<-\$ 900.00>

Installation of new 4'x6' grate inlet as per RFI #8

\$4,200.00

**Total: \$3,300.00**

**If change order is not included within the betterment, a 15% overhead cost will  
need to be added.**

**PEACOCK GENERAL CONTRACTORS, INC.**  
**P.O. BOX 530098/801 E. GRIMES**  
**HARLINGEN, TX 78553**

**CHANGE ORDER REQUEST #8**

**DATE:** August 3, 2022  
**TO:** GMS ARCHITECTS  
**ATTN:** RUDY GOMEZ  
**FAX:** (956)546-0196  
**FROM:** TRE PEACOCK  
**RE:** CAMERON COUNTY BENAVIDES PARK PAVILION

**CHANGES:** Credit for Drywall

Credit for sheathing and drywall

**Total: <\$14,300.00>**

**If change order is not included within the betterment, a 15% overhead cost will need to be added.**



**2-L      CONSIDERATION AND APPROVAL OF SUBSTANTIAL COMPLETION FOR  
BENAVIDES PARK PAVILION.**



# AIA® Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Cameron County Benavides Park Pavilion Brownsville, Texas	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: January 20, 2022	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001 Date: August 18, 2022
<b>OWNER:</b> <i>(name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	<b>ARCHITECT:</b> <i>(name and address)</i> Gomez Mendez Saenz, Inc.  1150 Paredes Line Rd. Brownsville, Texas 78521	<b>CONTRACTOR:</b> <i>(name and address)</i> Peacock General Contractor, Inc.  P.O. Box 530098 Harlingen, Texas 78553-0098

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

Entire Project

Gomez Mendez Saenz,  
Inc.

Mr. Rudy V. Gomez, AIA,  
Project Architect

August 17, 2022

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

Entire Project

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Peacock General  
Contractor, Inc.

CONTRACTOR *(Firm  
Name)*

Cameron County RMA

OWNER *(Firm Name)*

SIGNATURE

SIGNATURE

Tre Peacock

PRINTED NAME AND TITLE

Frank Parker, Jr.

PRINTED NAME AND TITLE

DATE

08/25/2022

DATE

# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Cameron County Benavides Park Pavilion Brownsville, Texas	<b>ARCHITECT'S PROJECT NUMBER:</b> C2003421	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> January 20, 2022	

**STATE OF:** Texas  
**COUNTY OF:** Cameron

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☒ Yes ☐ No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

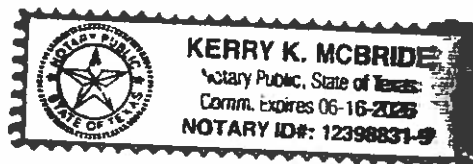
**CONTRACTOR:** *(Name and address)*  
Peacock General Contractor, Inc.  
P.O. Box 530098  
Harlingen, Texas 78553-0098

BY:   
*(Signature of authorized representative)*

Tre Peacock  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:   
My Commission Expires: 06-16-2025







# AIA Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> Cameron County Benavides Park Pavilion Brownsville, Texas	<b>ARCHITECT'S PROJECT NUMBER:</b> C2003421	<b>OWNER:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	<b>CONTRACT DATED:</b> January 20, 2022	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** Texas  
**COUNTY OF:** Cameron

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

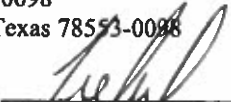
### EXCEPTIONS:

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Peacock General Contractor, Inc.  
P.O. Box 530098  
Harlingen, Texas 78553-0098

BY:

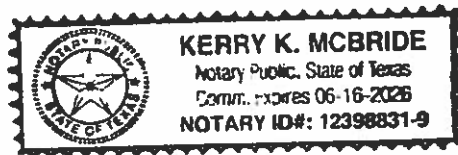
  
*(Signature of authorized representative)*  
Tre Peacock  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

  
06/16/2026



**ASBESTOS FREE AFFIDAVIT**

I certify that I am familiar with the materials used in the construction of, and incorporated into, the construction described below. I further certify that to the best of my knowledge and belief, no asbestos containing building materials (ACBM) either friable or otherwise were used in the process of construction or incorporated into the construction of the building.

DATE: August 17, 2022

OWNER: Cameron County

JOB DESCRIPTION: Benavides Park Pavilion

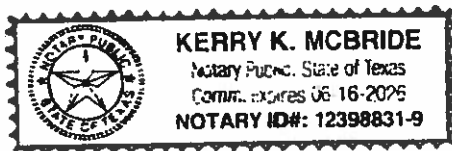
CONTRACTOR: Garco Construction LLC

  
\_\_\_\_\_  
Contractor's Signature

8/18/22  
\_\_\_\_\_  
Date

Failure to complete this waiver constitutes non-compliance with the job specifications and an unacceptable job.

Signed before me this 18<sup>th</sup> day of August, 2022



\_\_\_\_\_  
Notary Public

My commission expires 6/16/26

As the architect and/or project engineer responsible for the above said project I certify that no asbestos containing building materials were specified as a building material in the building as specified in the EPA rules 763.99(a)(7).

  
\_\_\_\_\_  
Architect's or Project Engineer's Signature

August 18, 2022  
\_\_\_\_\_  
Date

**2-M    CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK  
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 2 WITH  
TECSIDEL ITS S.L. FOR THE PHARR REYNOSA INTERNATIONAL  
BRIDGE TOLL COLLECTION SYSTEM.**

**Supplemental Work Authorization No. 1 to Work Authorization No. 2  
Pharr Toll Collection System Server Renewal**

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Master Services Agreement Effective October 12, 2017, hereinafter identified as the "agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and, Tecsidel ITS, S.L.U., (Tecsdel).

**Section 1.** Section 1 is hereby amended and Tecsidel shall perform the scope of work as outlined in Exhibit "A" Scope of Work to Install and Replace Pharr Toll Collection System (TCS) Servers.

**Section 2.** Section 2 is hereby amended to decrease the fee from \$47,427.81 to \$7,848.87 for services being performed under this work will be paid as outlined in Exhibit "B" Fee Schedule.

**Section 3.** Payment to Tecsidel for the services established under this Supplemental Work Authorization will be made in accordance with the Agreement.

**Section 4.** This Supplemental Work Authorization is effective as of August 25, 2022 and shall terminate on at system acceptance by CCRMA with final payment issuance unless extended by a Supplemental Work Authorization.

**Section 5.** This Work Authorization does not waive the parties responsibilities and obligations provided under the Agreement.

**Section 6.** This Work Authorization is hereby accepted and acknowledged below.

TECSIDEL ITS, S.L.U.

Sign: 

Name: Victor Gil

Title: CEO

Date: 09/08/2022

CAMERON COUNTY REGIONAL

MOBILITY AUTHORITY

Sign: 

Name: Frank Parker, Jr.

Title: Chairman

Date: 08/25/2022



List of Exhibits

Amended Exhibit A – Scope of Work to Install and Replace Pharr TCS Servers

Amended Exhibit B - Fee Schedule



## **1 INTRODUCTION**

The present document contains the Commercial Proposal of Tecsidel for a turn-key solution to install and replace Pharr TCS Servers.

## **2 SOLUTION**

The proposed solution only includes

- Data migration: Impact analysis, Testing, Outage planning if any

### **2.1 DATA INTEGRATION**

The migration will consist of the configuration. Commissioning and test of the new equipment maintaining the current virtual machine replication scheme and the recovery of information from the current servers, thus minimizing the time of unavailability of the current system.

The shutdown of the current equipment will be scheduled at a time that minimally affects the operation of the System.

At a high level, the migration process will consist of:

- Install and configure the new servers (temporary IP addresses)
- Retrieve a copy of the Virtual Machines from the current computers and copy them to the new computers
- Verify the operation of the replication system
- Disconnect current servers from the network
- Retrieve data from current servers and copy it to new computers
- Reconfigure new servers with definitive IP addresses
- Connect the new servers to the network

## **4 PARTICULAR SALES CONDITIONS**

The Particular Sales Conditions will prevail over the General Sales Conditions.

Anything not specified in the Particular Sales Conditions will be specified in the General Sales Conditions.

### **4.1 Scope of services**

The offer does include:

- Server configuration, commissioning and test services
- Project Management
- Factory Warranty for 1 year

The offer does not include:

- Anything not indicated in this document

### **4.2 Payment Terms**

Services, 7,848.87 USD: 100% at Test Finalization and Server Commissioning, Net 30 invoice date.

### **4.3 Validity of the Proposal**

The given prices are valid for 45 days.

### **4.4 Warranty**

The present offer includes one (1) Factory Warranty.

APPROVED BY:

Victor Gil  
Managing Director - CEO  
Tecsidel - ITS



## 4.5 General conditions of sale

If you need information about our **General Sales Conditions** and our **Quality Policy** please follow the links below.

<http://www.tecsidel.com/en/general-sales-conditions>

<http://www.tecsidel.com/en/company/quality-and-innovation>

### USE RIGHTS:

This document is the property of Tecsidel SA is confidential and may not be complete or partial reproduction, computer processing or transmission in any form or by any means, electronic, mechanical, photocopying, recording or any other. It also may not be lent, hired out or any form of transfer of use without the prior written permission of Tecsidel SA, owner of the Copyright. Failure to comply with the limitations noted by anyone who has access to the documentation will be prosecuted according to law.



We care about the environment, please consider the impact on the environment before printing.

## Exhibit B



Commercial Proposal  
Quote for Pharr TCS Servers Commissioning

### 3 PRICES

All prices are expressed in USD. VAT is not included.

Item	Description	Q.	Unit Price USD	Total Price USD
1	Pharr TCS Servers Renewal			
1	SERVICES			7.848,87
	Servers Installation, Configuration, Commissioning & Test	1,00	\$ 7.848,87	\$ 7.848,87

**TOTAL OFFER**

**7.848,87 USD**

**2-N     AUTHORIZATION AND APPROVAL TO PURCHASE SERVERS FOR  
THE PHARR REYNOSA INTERNATIONAL BRIDGE TOLL  
COLLECTION SYSTEM.**



**Quote#** 11292586  
**Expires:** 09/01/2022

**Prepared By:** Kasey Sheehan  
 315-883-3775  
 kasey.sheehan@cxtec.com

Requested By:	Ship To:	Bill To:
Cameron County Regional Mobility Authority Francisco San Miguel Fax:	Francisco San Miguel 3461 Carmen Ave Rancho Viejo, TX 78575 United States	Francisco San Miguel 3461 Carmen Ave Rancho Viejo, TX 78575 United States

**Notes:** \*\*Pricing per TIPS Contract# 200105\*\*  
 In order to remove the tax line from our quote, we will need your tax exempt certificate on file. Please forward your exemption to kasey.sheehan@cxtec.com.

QTY	Mfr Part No.	Description	Unit Price	Ext Price
2	SPECIAL_ORDER	SPECIAL_SERVER_SAN equal2new Dell PowerEdge R740xd, 12x 3.5 Backplane with 4x 2.5 FlexBay 2x Intel Xeon Gold 6134M 8C, 3.2GHz Processor 128GB RAM (4x 32GB DDR4 2666Mhz RDIMMS) 2x 1.92GB Mixed Use 6G SATA 2.5 SSDs in RAID 1, installed in FlexBay 5x 10TB 7.2K 12G 3.5 HDDs (RAID 5) H730P RAID Controller, 2GB Cache Dell Quad Port 1GBE NDC iDRAC9 Enterprise License Dual 1100W Power Supplies Sliding Ready Rails Bezel	\$8,450.00	\$16,900.00
2	DG7GMGF0FKX9:0003	MICROSOFT SQL SERVER 2019 STANDARD EDITION (PERP PRE-PAID)	\$875.00	\$1,750.00
20	DG7GMGF0FKZW:0003	MICROSOFT SQL SERVER 2019 1 USER CAL (PERP PRE-PAID) Note on the User CALs – Unless they will have 10x DIFFERENT users they're licensing on CALs for the second server than they're licensing on the first, the 10x users can access both. The CALs follow the user. The only reason they need 10x per server (20x total) is if they truly have 20x different users.	\$205.00	\$4,100.00
2	DG7GMGF0D5RK:0005	WINDOWS SERVER 2022 STANDARD 16 CORE LICENSE PACK (PERP PRE-PAID)	\$1,040.00	\$2,080.00
1	RAPIDCARE_9X5XNBD_ONSITE	RAPIDCARE 9X5XNBD HARDWARE AND TAC SUPPORT WITH ONSITE ENGINEER RapidCare Quote 5783. Option A. 3 Years of Coverage.	\$1,200.00	\$1,200.00
			Subtotal	\$26,030.00
<b>Payment Terms: 30 Days</b>			Combined Subtotals	\$26,030.00
			Freight	\$406.85
			Tax	\$2,082.40
			<b>TOTAL PURCHASE PRICE</b>	<b>\$28,519.25</b>
			(Purchase Order Must Be For This Amount)	

#### Shipping Information

CXtec  
 5404 South Bay Road  
  
 Syracuse NY 13212-3801  
 www.cxtec.com  
 www.cablexpress.com

North American Offices: 315.476.3000  
 North American Fax: 315.455.1800  
 International Offices: 011.315.476.3100  
 International Fax: 011.315.455.1800

**2-O    CONSIDERATION AND APPROVAL OF REIMBURSEMENT  
AGREEMENT BETWEEN CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND UNION PACIFIC RAILROAD FOR  
ENGINEERING REVIEW SERVICES FOR THE HARLINGEN  
COMMERCE STREET RAIL PROJECT.**



**REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING  
AND LEGAL EXPENSES**

THIS REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of August 25th, 2022 (the "**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("**Agency**").

**RECITALS**

A. Agency desires to initiate a project affecting Railroad's track and right of way, such project and its location are more particularly described on Exhibit A attached hereto (the "**Project**").

B. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project, and Agency agrees to reimburse Railroad for its costs and expenses associated with services provided by Railroad, in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (the "**PE Work**"). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Railroad's estimated cost for the PE Work is ONE MILLION SEVEN THOUSAND NINE HUNDRED EIGHTEEN and 00/100 Dollars (\$1,007,918.00) (the "**PE Work Estimate**"). Notwithstanding the PE Work Estimate, Agency agrees to reimburse Railroad and/or Railroad's third party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred by Railroad in connection with the Project. Agency's obligation hereunder to reimburse Railroad (and/or its third party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency and Railroad anticipate the need to commence negotiation of one or more agreements documenting the design, construction, operation and/or maintenance of the

Project (the "**Project Documents**"). Agency acknowledges Railroad (by utilizing its inhouse legal staff and/or a private law firm retained by Railroad) will provide legal services in connection with the Project, and that Railroad, in its sole discretion, may select and retain a private law firm in connection with the Project, and that such law firm will represent only Railroad and provide services to only Railroad in connection therewith (the "**Legal Work**"). Agency hereby agrees to reimburse Railroad for all costs and expenses incurred by Railroad in connection with the Legal Work, including, without limitation, fees charged by such private law firm for its preparation, negotiation, review, and/or finalization of the Project Documents on behalf of Railroad.

4. Railroad's estimated cost for the Legal Work is SEVENTEEN THOUSAND EIGHTY TWO DOLLARS and 00/100 Dollars (\$17,082.00) (the "**Legal Work Estimate**"). Notwithstanding the Legal Work Estimate, Agency agrees to reimburse Railroad and/or Railroad's third party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred by Railroad in connection with the Project. Agency's obligation to reimburse Railroad for the Legal Work shall apply regardless whether the parties reach agreement as to terms and conditions of the Project Documents and proceed with the Project.

5. During the performance of the Railroad's work in connection with the Project, Railroad will provide (and/or will cause its third party consultant to provide) progressive billing to Agency based on actual costs. Within one hundred eighty days (180) days after receiving written notice from Agency that all Project work contemplated herein has been completed, Railroad will submit (and/or will cause its third party consultant to submit) a final billing to Agency for any balance owed for the Railroad's work. Agency shall pay Railroad (and/or its third party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad for its work in connection with the Project. Bills will be submitted to the Agency using the contact information on Exhibit C.

6. For purposes of clarity, this Agreement does not create any obligations or agreements whatsoever between Railroad and Agency in connection with the Project except for those that are expressly stated in this Agreement (for example, but not in any way limiting the generality of the foregoing, nothing in this Agreement shall be interpreted as either party undertaking any obligations related to the negotiation of the Project, or as an agreement between the parties to ultimately proceed with the Project), and no such additional obligations or agreements shall exist unless and until each party approves and executes, in its sole discretion, a final and definitive written agreement or agreements setting forth the same.

7. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

8. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Project Agreement (the "**Project Agreement**") which shall provide the terms

and conditions for the further design, construction, maintenance and operation of the Project. Unless otherwise expressly set forth in the Project Agreement, the further design, construction, maintenance and operation of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the Project Agreement is finalized and executed by Agency and Railroad.

9. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

10. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

11. This Agreement sets forth the entire agreement between the parties regarding the Project. To the extent that any terms or provisions of this Agreement regarding the Project are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD  
COMPANY, a Delaware corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

—

CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY

By:  \_\_\_\_\_  
Title: Chairman

—

## Exhibit A

### **Project Description and Location**

#### **Project Description**

Cameron County Regional Mobility Authority proposes to relocate Railroad's track through Harlingen, TX including removal of existing track, new track construction, crossing closures, along with signal and surface improvements at various crossings.

#### **Location**

Harlingen Subdivision

<b>DOT</b>	<b>Crossing Type</b>	<b>Milepost</b>	<b>Street Name</b>
758607W	Public	0.08	Commerce Street
758608D	Public	0.57	Markowsky Avenue
758306B	Public	0.67	Orange Heights Drive
758307H	Public	1.29	West Ona Avenue
758308P	Public	1.41	West Lela Avenue
758309W	Public	1.58	West Washington Avenue
758311X	Public	1.67	West Adams Avenue
980106Y	Public	1.68	North Commerce Street
980107F	Public	1.681	North C Street
758313L	Public	1.74	North B Street
758314T	Public	1.81	North A Street
758315A	Public	1.88	North 1 <sup>st</sup> Street
758497N	Public	1.95	2 <sup>nd</sup> Street
758316G	Public	2.02	North 3 <sup>rd</sup> Street/Jefferson Avenue
758317N	Public	2.22	North 6 <sup>th</sup> Street/North 7 <sup>th</sup> Street

## Exhibit B

### **Scope**

#### PE Work

1. Preliminary engineering and other related services, including review of any Project designs, plans and/or specifications
2. Preparation of force account cost estimates for any Project work to be performed by Railroad
3. Review of the Project's preliminary layouts
4. Field diagnostic(s) and inspections
5. Meetings and travel
6. Any investigation, analysis, participation and preparation of documents as may be required in Railroad's discretion from real property perspective, including but not limited to property surveys, researching surface and subsurface property impacts such as utilities and signboards.

#### Legal Work

1. Legal Work as necessary for progression of Project Documents and Project Agreement

**ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK BY THE  
UNION PACIFIC RAILROAD COMPANY  
FOR CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

**DESCRIPTION OF WORK:** UP to provide preliminary engineering and design for Cameron County Regional Mobility Authority (CCRMA) track relocation project through the City of Harlingen. This proposed project will involve the removal and new construction of track, in addition to crossing closures and signal/surface improvements.

**LOCATION: HARLINGEN**

**STATE: TX**

**DATE: 05/04/2022**

<b>DESCRIPTION</b>	<b>LABOR</b>	<b>MATERIAL COSTS</b>	<b>TOTAL</b>
<b>JOB 001 - ENGINEERING</b>			
Grade Crossing Preliminary Engineering - 8 locations	\$505,000	\$0	<b>\$505,000</b>
Grade Crossing Closure Coordination - 7 locations	\$60,000	\$0	<b>\$60,000</b>
Track Design - Topographic Survey, Geotechnical Investigation, Civil Site/Track Plans, Estimating/Specifications, Bid & Construction Support, H&H, Floodplain Permitting, SWPPP, Erosion Control Plans	\$347,918	\$0	<b>\$347,918</b>
Environmental Permitting	\$75,000	\$0	<b>\$75,000</b>
Soil Testing	\$10,000	\$0	<b>\$10,000</b>
Track Design Project Management	\$10,000	\$0	<b>\$10,000</b>
UPRR Legal Support (Outside Consultant)	\$17,082	\$0	<b>\$17,082</b>

<b>TOTAL PROJECT:</b>	<b>\$1,025,000</b>	<b>\$0</b>	<b>\$1,025,000</b>
-----------------------	--------------------	------------	--------------------

EXISTING REUSABLE MATERIAL: NONE

EXISTING NONREUSABLE MATERIAL: NONE

<b>TOTAL ESTIMATED COST OF PROJECT LESS CREDITS:</b>			<b>\$1,025,000</b>
--	--	--	--------------------

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.  
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF  
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL  
CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.**

Exhibit C

**Billing Contact Information**

<b>Name</b>	Pete Sepulveda
<b>Title</b>	Executive Director
<b>Address</b>	3461 Carmen Avenue, Rancho Viejo, TX, 78575
<b>Work Phone</b>	(956) 621-5571
<b>Cell Phone</b>	
<b>Email</b>	psepulveda@ccrma.org
<b>Agency Project No.</b>	Harlingen Bypass Project



**2-P      CONSIDERATION AND APPROVAL OF TERMINATION AGREEMENT  
WITH QUADIENT FOR MAILING SERVICES.**

## **TERMINATION AND RELEASE AGREEMENT**

This Termination and Release Agreement (the “Termination Agreement”) is entered into and made effective as of August 1, 2022 (the “Effective Date”), by and between the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas (the “CCRMA”) and Quadient Inc. (“Quadient”). The CCRMA and Quadient may be referred to herein each as a “Party” and collectively as the “Parties”.

WHEREAS, the CCRMA entered into two (2) written agreements with Neopost USA Inc. and Quadient is Neopost USA Inc.’s successor-in-interest under those agreements (collectively, the “Agreement”); and,

WHEREAS, pursuant to the Agreement, Quadient agreed to lease certain office supplies and equipment to the CCRMA and to provide professional services to the CCRMA up to a certain amount of block hours; and,

WHEREAS, the CCRMA and Quadient both wish to terminate the Agreement as of the Termination Date, as described herein, and to release each other;

NOW, THEREFORE, in consideration of the foregoing, the CCRMA and Quadient hereby agree, as follows:

1. Termination. The CCRMA and Quadient hereby agree to terminate the Agreement on December 31, 2022 (the “Termination Date”). The CCRMA shall send any termination notice to Quadient at the following address:

Quadient Inc.

\_\_\_\_\_  
\_\_\_\_\_

Quadient acknowledges and agrees that the CCRMA shall only be obligated to pay Quadient for charges incurred for services rendered prior to and up to the Termination Date and shall not include any amounts that otherwise would have been owed under the remaining term(s) of the Agreement. The CCRMA agrees that Quadient shall obtain any leased equipment by no later than December 31, 2022. Quadient shall be responsible for picking up any leased equipment within 30 days of the Termination Date. In the event that the CCRMA refuses to allow Quadient to pick up any leased equipment or wishes to extend usage, then, any month the equipment is kept by the CCRMA past December 31, 2022, the charge for the equipment will be 200% of what CCRMA is currently paying, which would be \$2,122.20 monthly for N19072837B and \$1,028.82 for N19012515P.

2. Release by Quadient. Quadient and its directors, officers, employees, subsidiaries, affiliates, agents, representatives, shareholders, successors, and assigns (the “Quadient Releasing Parties”) hereby release and forever discharge the CCRMA and its directors, officers, employees, agents, representatives, successors, and assigns (the “CCRMA Released Parties”) from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or

in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the Quadient Releasing Parties may have had or may presently have against the CCRMA Released Parties arising out of or related to the Agreement.

3. Release by the CCRMA. The CCRMA and its directors, officers, employees, agents, representatives, successors, and assigns (the “CCRMA Releasing Parties”) hereby release and forever discharge Quadient and its directors, officers, employees, subsidiaries, affiliates, agents, representatives, shareholders, successors, and assigns (the “Quadient Released Parties”) from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the CCRMA Releasing Parties may have had or may presently have, against the Quadient Released Parties arising out of or related to the Agreement.

4. Miscellaneous.

a. Effective Date. The provisions of this Agreement shall be effective as of August 1, 2022.

b. Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes all prior understandings and agreements among the parties, written or oral. No modification or amendment of this Agreement shall be valid or binding unless such modification or amendment is in writing and is signed by each of the parties hereto.

c. Counterparts. This Agreement may be executed in counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

d. Governmental Immunity. The Parties acknowledge and agree that the CCRMA has governmental immunity from suit and from liability and that, by entering into this Termination Agreement, the CCRMA is neither waiving nor otherwise impairing its rights to assert or enforce its governmental immunity from any liability under the Agreement.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly executed as of the Effective Date.

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

**QUADIENT INC.**

By: \_\_\_\_\_  
Frank Parker, Jr.  
Chairman of the Board

By: John Tartaro  
John Tartaro Deputy CFO  
Printed Name/Title

## **TERMINATION AND RELEASE AGREEMENT**

This Termination and Release Agreement (the “Termination Agreement”) is entered into and made effective as of August 1, 2022 (the “Effective Date”), by and between the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas (the “CCRMA”) and Quadient Inc. (“Quadient”). The CCRMA and Quadient may be referred to herein each as a “Party” and collectively as the “Parties”.

WHEREAS, the CCRMA entered into two (2) written agreements with Neopost USA Inc. and Quadient is Neopost USA Inc.’s successor-in-interest under those agreements (collectively, the “Agreement”); and,

WHEREAS, pursuant to the Agreement, Quadient agreed to lease certain office supplies and equipment to the CCRMA and to provide professional services to the CCRMA up to a certain amount of block hours; and,

WHEREAS, the CCRMA and Quadient both wish to terminate the Agreement as of the Termination Date, as described herein, and to release each other;

NOW, THEREFORE, in consideration of the foregoing, the CCRMA and Quadient hereby agree, as follows:

1. Termination. The CCRMA and Quadient hereby agree to terminate the Agreement on December 31, 2022 (the “Termination Date”). The CCRMA shall send any termination notice to Quadient at the following address:

Quadient Inc.

\_\_\_\_\_  
\_\_\_\_\_

Quadient acknowledges and agrees that the CCRMA shall only be obligated to pay Quadient for charges incurred for services rendered prior to and up to the Termination Date and shall not include any amounts that otherwise would have been owed under the remaining term(s) of the Agreement. The CCRMA agrees that Quadient shall obtain any leased equipment by no later than December 31, 2022. Quadient shall be responsible for picking up any leased equipment within 30 days of the Termination Date. In the event that the CCRMA refuses to allow Quadient to pick up any leased equipment or wishes to extend usage, then, any month the equipment is kept by the CCRMA past December 31, 2022, the charge for the equipment will be 200% of what CCRMA is currently paying, which would be \$2,122.20 monthly for N19072837B and \$1,028.82 for N19012515P.

2. Release by Quadient. Quadient and its directors, officers, employees, subsidiaries, affiliates, agents, representatives, shareholders, successors, and assigns (the “Quadient Releasing Parties”) hereby release and forever discharge the CCRMA and its directors, officers, employees, agents, representatives, successors, and assigns (the “CCRMA Released Parties”) from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or

in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the Quadient Releasing Parties may have had or may presently have against the CCRMA Released Parties arising out of or related to the Agreement.

3. Release by the CCRMA. The CCRMA and its directors, officers, employees, agents, representatives, successors, and assigns (the "CCRMA Releasing Parties") hereby release and forever discharge Quadient and its directors, officers, employees, subsidiaries, affiliates, agents, representatives, shareholders, successors, and assigns (the "Quadient Released Parties") from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the CCRMA Releasing Parties may have had or may presently have, against the Quadient Released Parties arising out of or related to the Agreement.

4. Miscellaneous.

a. Effective Date. The provisions of this Agreement shall be effective as of August 1, 2022.

b. Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes all prior understandings and agreements among the parties, written or oral. No modification or amendment of this Agreement shall be valid or binding unless such modification or amendment is in writing and is signed by each of the parties hereto.

c. Counterparts. This Agreement may be executed in counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly executed as of the Effective Date.

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

**QUADIENT INC.**

By:



Frank Parker, Jr.  
Chairman of the Board

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title



IMPROVING MORE THAN JUST ROADS

# SUPPLEMENTAL NOTICE

**AGENDA**  
**Regular Meeting of the Board of Directors**  
**of the**  
**Cameron County Regional Mobility Authority**  
**3470 Carmen Avenue, Suite 5**  
**Rancho Viejo, Texas 78575**  
**August 25, 2022**  
**12:00 Noon**

## ITEMS FOR DISCUSSION AND ACTION:

**1. Action Items.**

**A. Discussion and Possible Action Regarding Fiscal Year 2022-2023 Annual Budget.**

Signed this 22nd day of August 2022.

A handwritten signature in black ink, appearing to read "Frank Parker, Jr.", is written over a horizontal line.

**Frank Parker, Jr.**  
**Chairman**

## NOTE:

**Participation by Telephone Conference Call** – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

**1-A     DISCUSSION AND POSSIBLE ACTION REGARDING FISCAL YEAR 2022-2023  
ANNUAL BUDGET.**

**Appendix A - Administrative Operations**  
**Budget Detail FY2023**

1-A



Account	Account name	Budget 2022	Budget 2023	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>				
41100	Vehicle registration fees	\$ 3,400,000	\$ 3,430,000	\$ 30,000
41150	Interlocal revenue			
41150	Admin Services	120,000	120,000	-
41150	Construction Manager	91,000	107,700	16,700
41150	ROW Project Coordinator	65,000	65,000	-
41150	Marketing	75,000	75,000	-
41175	Lease revenue	9,600	10,080	480
<b>Total Operating Revenue</b>		<b>3,760,600</b>	<b>3,807,780</b>	<b>47,180</b>
<b>Salaries and Benefits</b>				
51100	Salaries	995,860	1,172,866	177,006
51200	Payroll taxes	76,183	89,724	13,541
51300	Retirement	107,752	102,274	(5,478)
51400	Health insurance	100,798	110,826	10,028
51310	Life insurance	1,394	1,525	131
<b>Total Salaries and Benefits</b>		<b>1,281,987</b>	<b>1,477,215</b>	<b>195,228</b>
<b>Administrative and Office Expenses</b>				
60110	Accounting software and services	2,500	2,500	-
60120	Advertising and marketing	15,000	55,000	40,000
60121	Audit services	32,000	32,000	-
60123	Board meetings	2,000	2,000	-
60126	Computer equipment and accessories	7,000	7,000	-
60127	Consulting	270,600	190,000	(80,600)
60128	Contingency	125,000	104,565	(20,435)
60140	Data processing	12,000	25,000	13,000
60150	Dues and memberships	20,000	25,000	5,000
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	43,600	37,590	(6,010)
60162	Insurance and surety bonds	2,000	2,000	-
70120	Insurance - building	6,000	7,000	1,000
60166	Interest - line of credit	25,000	25,000	-
60206	Internet/Phones	15,000	15,000	-
60192	Lease - copier	3,735	3,735	-
60135	Legal expenses	50,000	50,000	-
60165	Maintenance and repairs	50,000	50,000	-



**Appendix A - Administrative Operations**  
**Budget Detail FY2023**



Account	Account name	Budget 2022	Budget 2023	Increase/(Decrease) in Dollars
60188	Office furniture	2,500	2,500	-
60180	Office supplies	15,000	20,000	5,000
60189	Postage	500	750	250
60200	Travel	25,000	25,000	-
60168	Trustee fees	10,000	15,000	5,000
60206	Utilities	12,000	12,000	-
60207	Website maintenance	1,500	3,500	2,000
<b>Total Administrative and Office Expenses</b>		<b>757,935</b>	<b>722,140</b>	<b>(35,795)</b>
<b>Total Operating Expenses</b>		<b>2,039,922</b>	<b>2,199,355</b>	<b>159,433</b>
<b>Operating Income (Loss)</b>		<b>1,720,678</b>	<b>1,608,425</b>	<b>(112,253)</b>
<b>Non-Operating Revenues (Expenses)</b>				
60182	2014 Refunding 2010A Principal & Interest	(970,800)	-	970,800
60185	2017 Refunding 2010A Principal & Interest	(178,800)	(1,212,700)	(1,033,900)
60186	2019 Refunding 2010B Interest	(649,200)	(649,200)	-
60197	2021 VRF Revenue Bond Interest	(106,878)	(111,525)	(4,647)
14000	Capital Outlay	(4,050,000)	(3,000,000)	1,050,000
30000	2021 Bond Proceeds & Operation Reserves	4,050,000	3,000,000	(1,050,000)
41300	TRZ Revenue	2,200,000	3,000,000	800,000
70350	TRZ Expense	(2,070,000)	(2,700,000)	(630,000)
44000	Interest income	55,000	65,000	10,000
<b>Total Non-Operating Revenues (Expenses)</b>		<b>(1,720,678)</b>	<b>(1,608,425)</b>	<b>112,253</b>
<b>Net Increase (Decrease) after Non-Operating Revenues (Expenses)</b>				
		\$ -	\$ -	\$ -

**Appendix B - Toll Operations  
Budget Detail FY 2023**



Account	Account name	Budget 2022	Budget 2023	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>				
41240	TPS revenue	\$ 1,965,000	\$ 2,178,000	\$ 213,000
41248	Fuego	-	180,000	180,000
41210	CUSIOP interop	855,000	895,000	40,000
41250	Pharr bridge interop	500,000	500,000	-
41150	Interlocal revenue	161,880	172,517	10,637
<b>Total Operating Revenue</b>		<b>3,481,880</b>	<b>3,925,517</b>	<b>443,637</b>
<b>Expenses</b>				
<b>Salaries and Benefits</b>				
51100	Salaries	465,960	477,338	11,378
51200	Payroll taxes	34,094	36,516	2,422
51300	Retirement	50,417	41,624	(8,793)
51400	Health Insurance	83,601	82,854	(747)
51310	Life Insurance	652	621	(31)
<b>Total Salaries and Benefits</b>		<b>634,724</b>	<b>638,953</b>	<b>4,229</b>
<b>Transaction processing costs</b>				
60176	HUB interop collection fees	102,600	115,000	12,400
60179	PBM court collections	5,000	5,000	-
60189	Postage	215,000	325,000	110,000
70110	Bridge interoperability collection cost	75,000	75,000	-
70150	Merchant card services & return payment fees	70,000	95,000	25,000
70152	TxDMV	48,000	48,000	-
60130	Contractual - mailing service	-	145,000	145,000
70155	Out of state DMV	12,000	12,000	-
<b>Total transaction processing costs</b>		<b>527,600</b>	<b>820,000</b>	<b>292,400</b>
<b>Toll system maintenance / IT</b>				
70145	Back office system maintenance	273,000	280,000	7,000
<b>Total toll system maintenance / IT</b>		<b>273,000</b>	<b>280,000</b>	<b>7,000</b>
<b>Roadside maintenance</b>				
60170	Facility landscaping and maintenance	144,000	160,000	16,000
60194	Rental - maintenance equipment	6,000	12,000	6,000
60195	Rental - storage unit	2,700	3,200	500
60196	Shipping charges	2,500	2,500	-
60210	Utilities - electricity SH550	23,400	23,400	-
70120	Property insurance	79,000	79,000	-
70140	Toll system maintenance and monitoring	210,000	215,000	5,000
<b>Total roadside maintenance</b>		<b>467,600</b>	<b>495,100</b>	<b>27,500</b>

**Appendix B - Toll Operations  
Budget Detail FY 2023**

<b>Account</b>	<b>Account name</b>	<b>Budget 2022</b>	<b>Budget 2023</b>	<b>Increase/(Decrease) in Dollars</b>
<b>CSC Indirect/overhead</b>				
60120	Advertising and marketing	75,000	75,000	-
60126	Computer equipment and accessories	7,000	7,000	-
60135	Legal expense	25,000	25,000	-
60150	Dues & memberships	7,000	7,000	-
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	5,200	5,200	-
60165	Maintenance & repairs	20,000	25,000	5,000
60180	Office supplies	32,000	25,000	(7,000)
60188	Office furniture	1,500	1,500	-
60192	Lease - copier	3,562	3,562	-
60193	Lease - postage equipment	40,250	12,000	(28,250)
60200	Travel	15,000	20,000	5,000
60206	Internet/ Phones	15,000	15,000	-
60208	Maintenance/excess- copier	3,000	3,000	-
60209	Uniforms	6,000	-	(6,000)
60205	Utilities - Toll office	15,000	15,000	-
60128	Contingency	20,678	25,380	4,702
<b>Total CSC Indirect/overhead</b>		<b>301,190</b>	<b>274,642</b>	<b>(26,548)</b>
<b>Total Operating Expenses</b>		<b>2,204,114</b>	<b>2,508,695</b>	<b>304,581</b>
<b>Operating Income (Loss)</b>		<b>1,277,766</b>	<b>1,416,822</b>	<b>139,056</b>
<b>Non-Operating Revenues (Expenses)</b>				
42150	Pass through revenue agreement	1,385,000	1,385,000	-
60164	2012 Toll Revenue Bonds Principal & Interest	(671,375)	-	671,375
60181	2014 CO Toll Revenue Bonds Principal & Interest	(430,244)	(426,212)	4,032
60183	2015 CO Toll Revenue Bonds Interest	(299,556)	(309,981)	(10,425)
60184	2016 Toll Refund Bonds Principal & Interest	(649,700)	(649,700)	-
60187	2020 Toll Refund Bonds Principal & Interest	(611,891)	(1,415,929)	(804,038)
<b>Total Non-Operating Revenues (Expenses)</b>		<b>(1,277,766)</b>	<b>(1,416,822)</b>	<b>(139,056)</b>
<b>Net Increase (Decrease) after Non-Operating Revenues (Expenses)</b>				
		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>