

**NOTICE OF MEETING TO BE HELD BY THE ANZALDUAS INTERNATIONAL BRIDGE
BOARD OF TRUSTEES**

DATE: Monday, December 13, 2021
TIME: 12:00 P.M.
PLACE: Council Chambers – McAllen City Hall, Third Floor

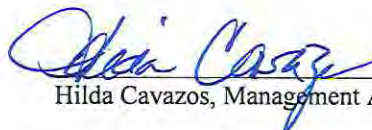
SUBJECT MATTERS:

1. Approval of minutes for the Regular Meeting held on November 8, 2021.
2. Anzalduas Intl. Bridge Southbound Empty Traffic Report.
3. Anzalduas Southbound Traffic Count by Category – November 2021.
4. Anzalduas International Bridge Financial Statement for the period ending September 31, 2021.
5. Consideration and approval of Change Order #1 for the Anzalduas Northbound Additional Lane Expansion Project.
6. Consideration and approval of Contract Amendment #5 – Additional Professional Services for the Anzalduas Northbound Additional Lane Expansion Project.
7. Consideration and approval of Advanced Funding Agreement #1 – Anzalduas International Bridge Northbound Commercial Inspection Facility.
8. Consideration and approval of Advanced Funding Agreement #2 – Anzalduas International Bridge Southbound Inspection Facility.
9. Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection Report.
10. Engineering Report.
11. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 ATTORNEY-CLIENT PRIVILEGE AND PENDING OR CONTEMPLATING LITIGATION, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS AND SECTION 551.086 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.
 - a. Consultation with City Attorney regarding Consulting Services (T.G.C. 551.071)
 - b. Consultation with City Attorney regarding economic development (T.G.C. 551.087)

ADJOURNMENT

CERTIFICATION

I, the Undersigned authority, do hereby certify that the agenda of the meeting to be held by the McAllen/Hidalgo International Toll Bridge Board of Trustees is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 10th day of **December, 2021** at **11:00 a.m.** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Hilda Cavazos, Management Assistant

If accommodations for a disability are required, notify the City Manager's Office at 681-1001 prior to the meeting.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 1
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. Agenda Item: Approval of minutes for Regular Meeting held on November 8, 2021.

2. Party Making Request: Juan Olaguibel, Superintendent of Bridges

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

4. Policy Implication: _____

5. Budgeted: Yes No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. Staff's Recommendation: _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: RP Approved Disapproved None

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN**

The Anzalduas International Toll Bridge Board of Trustees met in joint session on November 8, 2021 in the Anzalduas International Bridge – Board Room with the following present:

ANZALDUAS BRIDGE BOARD:

Javier Villalobos	Mayor of McAllen-Chairman
Armando Ocaña	Mayor of Mission-Vice Chairman
Yvette Cabrera	Mayor of Granjeno non-voting member
Jim Darling	Bridge Board Member
Veronica Whitacre	Bridge Board Member
Martin Anzaldua	Bridge Board Member

ABSENT:

Sergio Coronado	Mayor of Hidalgo
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ALSO PRESENT:

Roel “Roy” Rodriguez P.E.	City Manager, McAllen
Julian Gonzalez	City Manager, Hidalgo
Randy Perez	City Manager, Mission
Juan Olaguibel	Superintendent of Bridges, McAllen
Hilda Cavazos	Management Assistant, McAllen
Elizabeth Betancourt	Admin. Asst., McAllen
Michelle Rivera	Assistant City Manager, McAllen
Jeffrey Johnston	Assistant City Manager, McAllen
Isaac Tawil	City Attorney, McAllen
Sergio Villasana	Finance Director, McAllen
Angie Rodriguez	Budget Director, McAllen
Yvette Barrera	Engineering Director, McAllen
Eduardo Mendoza	Engineering Deputy Director, McAllen
David J Gonzales	CBP

THE MEETING WAS CALLED TO ORDER AT 12:00 P.M. by Mayor Javier Villalobos.

1. Approval of Minutes for the Regular Meeting held on September 13, 2021.

A motion was made by Board Member Jim Darling, and seconded by Martin Anzaldua, and carried unanimously to approve the minutes for the regular meeting held September 13, 2021 as presented.

2. Anzalduas Intl. Bridge Southbound Empty Traffic Report.

Superintendent of Bridges', Juan Olaguibel reported the Anzalduas Southbound Empty Traffic Report for the month of September 2021.

3. Anzalduas Southbound Traffic Count by Category – October 2021.

Superintendent of Bridges', Juan Olaguibel reported the Anzalduas Intl. Bridge Southbound Traffic Count by category for the month of October 2021.

4. Anzalduas International Bridge Financial Statement for the period ending August 31, 2021.

A motion was made by Board Member Jim Darling, and seconded by Board Member Mayor Armando O'Caña, and carried unanimously to accept the financial statement for the period ending August 31, 2021.

5. Presentation by City of Mission.

No action.

6. Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection.

No Reports

7. Engineering Report

No Report

8. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 ATTORNEY-CLIENT PRIVILEGE AND PENDING OR CONTEMPLATING LITIGATION, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS AND SECTION 551.086 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.

- a. Consultation with City Attorney regarding economic development. (T.G.C. 551.087)

ADJOURNMENT

There being no other business to come before the Board, Mayor Javier Villalobos adjourned the meeting at 12:10 pm

Mayor Javier Villalobos, Chairman

ATTEST:

Juan Olaguibel, Superintendent of Bridges

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 2
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. Agenda Item: Anzalduas International Bridge Southbound Empty Traffic Report

2. Party Making Request: Juan Olaguibel, Superintendent of Bridges

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

4. Policy Implication: _____

5. Budgeted: Yes No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. Staff's Recommendation: Report Only

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: *JB* Approved Disapproved None

Anzalduas Commercial Traffic



Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 3
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. Agenda Item: Anzalduas Southbound Traffic Count by Category – November 2021.

2. Party Making Request: Juan Olaguibel, Superintendent of Bridges

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

4. Policy Implication: _____

5. Budgeted: Yes No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes <u> </u> No <u> </u>
b) _____			Yes <u> </u> No <u> </u>
c) _____			Yes <u> </u> No <u> </u>

8. Staff's Recommendation: Report Only

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: ND Approved Disapproved None

Hidalgo-Pharr-Anzalduas-Donna

November 2021 Southbound Traffic (cars only)

November 2021	Day	Hidalgo November 2021	Hidalgo % of Traffic	Pharr November 2021	Pharr % of Traffic	Anzalduas November 2021	Anzalduas % of Traffic	Donna November 2021	Donna % of Traffic	4 Bridges combined Traffic 2021	Hidalgo October 2021	Hidalgo 2021-2021 variance	Pharr October 2021	Pharr 2021-2021 variance	Anzalduas October 2021	Anzalduas 2021-2021 variance	Donna October 2021	Donna 2021-2021 variance
1	Monday	5168	56%	1171	13%	1870	20%	1036	11%	9245	7067	(1899)	1274	(103)	3233	(1363)	1668	(632)
2	Tuesday	5546	55%	1255	12%	2120	21%	1187	12%	10108	6166	(620)	1083	172	2493	(373)	1680	(493)
3	Wednesday	6175	59%	1050	10%	2057	20%	1217	12%	10499	3128	3047	513	537	1119	938	699	518
4	Thursday	6036	56%	1278	12%	2236	21%	1145	11%	10695	5464	572	1026	252	1739	497	997	148
5	Friday	7624	54%	1309	9%	3349	24%	1748	12%	14030	5708	1916	993	316	1996	1353	1065	683
6	Saturday	6327	54%	1186	10%	2536	22%	1687	14%	11736	5907	420	1133	53	2031	505	1116	571
7	Sunday	2955	55%	514	10%	1198	22%	717	13%	5384	6122	(3167)	1143	(629)	2221	(1023)	1180	(463)
8	Monday	6059	60%	1053	10%	1910	19%	1052	10%	10074	7063	(1004)	1338	(285)	3303	(1393)	1632	(580)
9	Tuesday	6505	59%	1268	11%	2136	19%	1161	10%	11070	5814	691	1294	(26)	2716	(580)	1775	(614)
10	Wednesday	7247	58%	1367	11%	2494	20%	1393	11%	12501	3249	3998	540	827	1194	1300	747	646
11	Thursday	7270	57%	1458	11%	2629	21%	1375	11%	12732	5123	2147	1024	434	1585	1044	983	392
12	Friday	7697	61%	1618	13%	3359	27%	1853	15%	12674	5595	2102	1155	463	2008	1351	1070	783
13	Saturday	7438	65%	1157	10%	2900	25%	1833	16%	11495	5955	1483	702	455	2090	810	1168	665
14	Sunday	5406	56%	860	9%	2224	23%	1204	12%	9694	5894	(488)	1160	(300)	2269	(45)	1137	67
15	Monday	7314	51%	1306	9%	4338	30%	1458	10%	14416	7207	107	1387	(81)	3306	1032	1638	(180)
16	Tuesday	7606	60%	879	7%	2811	22%	1442	11%	12738	6353	1253	1240	(361)	2488	323	1674	(232)
17	Wednesday	7251	56%	1447	11%	2829	22%	1460	11%	12987	3152	4099	586	861	1095	1734	751	709
18	Thursday	7017	56%	1425	11%	2832	22%	1337	11%	12611	5458	1559	1087	338	1874	958	1002	335
19	Friday	8170	51%	1825	11%	4168	26%	1863	12%	16026	5781	2389	1209	616	2074	2094	1096	767
20	Saturday	7832	50%	1523	10%	4299	27%	2048	13%	15702	5862	1970	1190	333	2044	2255	1134	914
21	Sunday	6099	51%	931	8%	3730	31%	1281	11%	12041	6028	71	1268	(337)	2210	1520	1079	202
22	Monday	6373	54%	1292	11%	2769	24%	1339	11%	11773	7339	(966)	1192	100	3508	(739)	1667	(328)
23	Tuesday	7327	58%	932	7%	2945	23%	1468	12%	12672	6376	951	1219	(287)	2465	480	1676	(208)
24	Wednesday	8277	56%	929	6%	3909	26%	1741	12%	14856	3141	5136	604	325	1157	2752	682	1059
25	Thursday	6018	51%	1113	9%	3167	27%	1419	12%	11717	5548	470	1077	36	1903	1264	970	449
26	Friday	8070	54%	1434	10%	3543	24%	1828	12%	14875	6170	1900	822	612	1996	1547	1141	687
27	Saturday	7093	55%	1215	9%	2989	23%	1627	13%	12924	6046	1047	1190	25	2135	854	1090	537
28	Sunday	5480	52%	836	8%	3224	30%	1063	10%	10603	6265	(785)	1264	(428)	2287	937	1189	(126)
29	Monday	7044	57%	1229	10%	2811	23%	1280	10%	12364	7184	(140)	1597	(368)	3466	(655)	1649	(369)
30	Tuesday	7423	57%	1242	10%	2946	23%	1379	11%	12990	6106	1317	1384	(142)	2735	211	1641	(262)
31	Wednesday	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	3091	(3091)	565	(565)	1141	(1141)	744	(744)
		201,847	56%	36,102	10%	86,328	24%	42,641	12%	363,232	175,362	26,485	33,259	2,843	67,881	18,447	37,740	4,901

SOUTHBOUND TRAFFIC COUNT BY CATEGORY

McAllen International Toll Bridge

Month	PEDESTRIANS		% VAR	CARS		% VAR	BUSES & OTHERS		% VAR.	Maquila Employee		% VAR.
	FY 2021	FY 2022		FY 2021	FY 2022		FY 2021	FY 2022		FY 2021	FY 2022	
OCTOBER 2021	66,795	70,540	6%	114,009	175,362	54%	1,760	1,197	-32%	199	128	-36%
NOVEMBER	69,351	92,304	33%	123,048	201,847	64%	1,736	1,833	6%	192	216	13%
DECEMBER	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
JANUARY 2022	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
FEBRUARY	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
MARCH	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
APRIL	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
MAY	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
JUNE	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
JULY	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
AUGUST	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
SEPTEMBER	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
TOTALS	136,146	162,844	20%	237,057	377,209	59%	3,496	3,030	-13%	391	344	-12%

Anzalduas Bridge Crossing

Month	COMMERCIAL EMPTIES		% VAR	CARS		% VAR	BUSES & OTHERS		% VAR.	Maquila Employees		% VAR.
	FY 2021	FY 2022		FY 2021	FY 2022		FY 2021	FY 2022		FY 2021	FY 2022	
OCTOBER 2021	1,675	2,565	53%	53,379	67,881	27%	86	134	56%	1,216	1,336	10%
NOVEMBER	1,681	2,623	56%	53,391	86,328	62%	98	221	126%	1,053	1,170	11%
DECEMBER	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
JANUARY 2022	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
FEBRUARY	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
MARCH	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
APRIL	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
MAY	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
JUNE	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
JULY	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
AUGUST	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
SEPTEMBER	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
TOTALS	3,356	5,188	55%	106,770	154,209	44%	184	355	93%	2,269	2,506	10%

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 4
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Anzalduas International Bridge Financial Statement for the period ending September 31, 2021.

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. **Staff's Recommendation:** Accept

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: Approved Disapproved None



ANZALDUAS INTERNATIONAL TOLL BRIDGE

Financial Statements
For the Period Ending September 30, 2021
Prepared By
Juan Olaguibel, Superintendent of Bridges

Executive Summary
Anzalduas International Crossing
OPERATING RESULTS
For the Month Ending September 30, 2021

Comparison with Prior Month

Net income, as reflected on page 3, for the month of September is \$87,230. Net income was (\$43,255) less than the prior month. Toll Revenues for the month were \$276,660. Toll revenues were (\$24,600) less than the prior month. Expenses were \$196,569 or \$18,395 more than the prior month.

Comparison with Budget

Net income, as reflected on page 4, for the month of September is \$207,290. Net income was \$38,291 better than budget for the month. Toll revenues were \$276,660 for the month. Toll revenues were \$24,901 more than budget for the month. September's monthly expenses were \$76,509 or (\$11,312) less than budget for the month.

ANZALDUAS INTERNATIONAL TOLL BRIDGE FUND
STATEMENT OF NET ASSETS
For the Period Ending September 30, 2021

	Anzalduas Int'l Toll Bridge Fund	Series A Debt Service Fund	Series B Debt Service Fund	Anzalduas Cap Imprv Fund	Total
ASSETS					
<u>Current:</u>					
Cash on hand.....	\$ 13,632	\$ -	\$ -	\$ -	\$ 13,632
Cash in bank.....	126,675	-	-	-	126,675
Investments.....	2,400,651	-	-	-	2,400,651
Interest receivable.....	-	-	-	-	-
Total Current Assets	2,540,957	-	-	-	2,540,957
<u>Restricted Assets:</u>					
Contingency Fund..... X	508,774	-	-	-	508,774
Debt Service Fund.....	-	-	-	-	-
Capital Improvement Fund.....	-	-	-	-	-
Investments/TexPool	-	666,979	406,398	1,361,864	2,435,240
Cash	-	-	-	-	-
Certificates of Deposits - McAllen.....	-	-	-	-	-
Total Restricted Assets	508,774	666,979	406,398	1,361,864	2,944,015
<u>Fixed Assets:</u>					
Land.....	2,922,773	-	-	-	2,922,773
Buildings.....	3,012,370	-	-	-	3,012,370
Infrastructure.....	40,018,077	-	-	-	40,018,077
Development Costs.....	7,417,617	-	-	-	7,417,617
Construction in Progress	338,651	-	-	-	338,651
Imprv - other than bldg, Machinery & Equipment.....	1,764,288	-	-	-	1,764,288
	55,473,774	-	-	-	55,473,774
Less accumulated depreciation.....	17,825,965	-	-	-	17,825,965
Total Fixed Assets	37,647,809	-	-	-	37,647,809
<u>Other Assets, Net:</u>					
Bond Issue Cost / Series 2007 A	-	-	-	-	-
Bond Issue Cost / Series 2007 B	-	-	-	-	-
Deferred Outflows	21,872	-	-	-	21,872
Total Other Assets, net	21,872	-	-	-	21,872
TOTAL ASSETS	\$ 40,719,413	\$ 666,979	\$ 406,398	\$ 1,361,864	\$ 43,154,653
LIABILITIES AND FUND EQUITY					
<u>Current Liabilities:</u>					
Vouchers Payable.....	\$ 12,921	\$ -	\$ -	\$ -	\$ 12,921
Accrued Expenses	142,212	-	-	-	142,212
Retainage Payable.....	-	-	-	-	-
Interest Payable.....	-	-	-	-	-
Noncurrent Liabilities	120,945	-	-	-	120,945
Total Current Liabilities	276,077	-	-	-	276,077
<u>Payable from Restricted Assets:</u>					
Current installments of revenue bonds.....	1,885,406	-	-	-	1,885,406
Due to McAllen International toll bridge.....	-	-	-	-	-
Interest Payable.....	-	-	-	-	-
Liabilities Payable from Restricted Assets	1,885,406	-	-	-	1,885,406
<u>Long-term Liabilities:</u>					
Revenue Bonds, excluding current installments.....	20,875,000	-	-	-	20,875,000
Bond Premiums	1,388,809	-	-	-	1,388,809
Deferred revenues / Other	257,990	-	-	-	257,990
Board Advance from / Hidl/McAll Bridge series "A"	4,537,340	-	-	-	4,537,340
Board Advance from / Start-up fund - original cost	7,220,129	-	-	-	7,220,129
Board Advance from / Start-up fund - after original cost	8,715,305	-	-	-	8,715,305
Total long-term liabilities	42,994,573	-	-	-	42,994,573
<u>Net Assets:</u>					
Net Investment in Capital Assets.....	13,498,594	-	-	-	13,498,594
Restricted:					
Contingency Fund.....	508,774	-	-	-	508,774
Bond Reserve Fund..... X	-	-	-	-	-
Capital Improvement.....	-	-	-	1,361,864	1,361,864
Debt Service Fund.....	-	666,979	406,398	-	1,073,377
City of McAllen..... X	-	-	-	-	-
Total restricted	508,774	666,979	406,398	1,361,864	2,944,015
Unrestricted.....	(18,444,011)	-	-	-	(18,444,011)
Total Net Assets	(4,436,643)	666,979	406,398	1,361,864	(2,001,403)
TOTAL LIABILITIES AND NET ASSETS	\$ 40,719,413	\$ 666,979	\$ 406,398	\$ 1,361,864	\$ 43,154,653

ANZALDUAS INTERNATIONAL TOLL BRIDGE FUND
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
For the Period Ending September 30, 2021

	Current	Prior Month	Variance	Inc/(Dec)
	September 2021	August 2021		
REVENUES:				
Tolls	\$276,660	\$301,260	(\$24,600)	-8%
Rentals	1,546	1,017	\$529	52%
Miscellaneous	5,362	5,906	(544)	-9%
Interest	231	476	(245)	-52%
Total Revenues	\$ 283,798	\$308,659	\$ (24,861)	-8.05%
	7/31/21			
EXPENSES:				
Administration	\$39,672	\$29,942	9,730	32%
Bridge Operations	35,080	26,426	8,654	33%
Insurance	1,757	1,746	11	0%
Depreciation	120,060	120,060	(0)	
Total Expenses	\$196,569	\$178,174	\$18,395	10%
NET INCOME/(LOSS)	\$ 87,230	\$130,485	\$ (43,255)	-33.15%

Transfer In:	September 2021	September 2020		September 2021	September 2020		
Anzald Debt SVC Series B	70,831	70,165	\$	666	846,642	\$	3,917

ANZALDUAS INTERNATIONAL TOLL BRIDGE FUND
STATEMENT OF OPERATING REVENUES AND OPERATING EXPENSES - BUDGET BASIS
For the Period Ending September 30, 2021

	<u>Budget</u>	<u>Budget-by-Mth</u>	<u>Actual-by-Mth</u>	<u>Actual Variance with Budget Positive (Negative)</u>	<u>% Actual to Budget-by-Mth Positive (Negative)</u>	<u>Budget-to-Date</u>	<u>Actual-to-Date</u>	<u>Actual Variance with Budget Positive (Negative)</u>	<u>% Actual to Budget-to-Date Positive (Negative)</u>
Operating Revenues:									
Tolls	\$ 3,021,042	\$ 251,759	\$ 276,660	\$ 24,901	9.89%	\$ 3,021,042	\$ 3,064,295	\$ 43,253	1.43%
Rentals	12,204	1,017	1,546	529	0.00%	12,204	12,735	531	0.00%
Miscellaneous	40,797	3,408	5,362	1,954	57.34%	40,797	58,651	17,854	43.76%
Total Operating Revenues	<u>3,074,043</u>	<u>256,184</u>	<u>283,568</u>	<u>27,384</u>	<u>10.69%</u>	<u>3,074,043</u>	<u>3,135,681</u>	<u>61,638</u>	<u>2.01%</u>
Non-Operating Revenues:									
Interest	7,511	\$ 636	231	(405)	100.00%	7,511	13,223	5,712	100.00%
Board Advance Interest	N/A	N/A	-	N/A	N/A	N/A	-	N/A	N/A
Total Non-Operating Revenues	<u>7,511</u>	<u>636</u>	<u>231</u>	<u>(405)</u>	<u>100.00%</u>	<u>7,511</u>	<u>13,223</u>	<u>5,712</u>	<u>100.00%</u>
Total Revenues	<u>3,081,554</u>	<u>256,820</u>	<u>283,798</u>	<u>26,978</u>	<u>10.50%</u>	<u>3,081,554</u>	<u>3,148,904</u>	<u>67,350</u>	<u>2.19%</u>
Expenses:									
<u>Administration</u>									
Salaries	171,141	14,132	(355)	14,487	102.51%	168,825	103,358	65,467	38.78%
Supplies	8,200	687	580	107	15.56%	8,200	5,015	3,185	38.84%
Other Services	358,000	29,881	39,883	(10,002)	-33.47%	358,000	271,063	86,937	24.28%
Maintenance/Capital Outlay	7,000	598	(436)	1,034	172.91%	7,000	953	6,047	0.00%
Total Administration	<u>544,341</u>	<u>45,298</u>	<u>39,672</u>	<u>5,626</u>	<u>12.42%</u>	<u>542,025</u>	<u>380,389</u>	<u>161,636</u>	<u>29.82%</u>
<u>Operations:</u>									
Salaries	396,017	32,641	24,831	7,810	23.93%	391,208	246,921	144,287	36.88%
Supplies	15,000	1,261	45	1,216	96.43%	15,000	5,421	9,579	63.86%
Other Services	41,010	3,434	2,425	1,009	29.37%	41,010	20,330	20,680	50.43%
Maintenance/Capital Outlay	41,094	3,430	7,779	(4,349)	-126.78%	41,094	33,303	7,791	18.96%
Total Operations	<u>493,121</u>	<u>40,766</u>	<u>35,080</u>	<u>5,686</u>	<u>13.95%</u>	<u>488,312</u>	<u>305,974</u>	<u>182,339</u>	<u>37.34%</u>
<u>Non-department</u>									
Liability Insurance	20,963	1,757	1,757	-	0.00%	20,963	20,963	-	0.00%
Total Non-department	<u>20,963</u>	<u>1,757</u>	<u>1,757</u>	<u>-</u>	<u>0.00%</u>	<u>20,963</u>	<u>20,963</u>	<u>-</u>	<u>0.00%</u>
Total Expenses	<u>1,058,425</u>	<u>87,821</u>	<u>76,509</u>	<u>11,312</u>	<u>12.88%</u>	<u>1,051,300</u>	<u>707,327</u>	<u>343,973</u>	<u>32.72%</u>
Revenues Over(Under) Expenses*	<u>\$ 2,023,129</u>	<u>\$ 168,999</u>	<u>\$ 207,290</u>	<u>\$ 38,291</u>	<u>22.66%</u>	<u>\$ 2,030,254</u>	<u>\$ 2,441,577</u>	<u>\$ 411,323</u>	<u>20.26%</u>

*Depreciation expenses is not included in the statement

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 5
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Consideration and approval of Change Order #1 for the Anzalduas Northbound Additional Lane Expansion Project.

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>	
a) _____			Yes <u> </u>	No <u> </u>
b) _____			Yes <u> </u>	No <u> </u>
c) _____			Yes <u> </u>	No <u> </u>

8. **Staff's Recommendation:** _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: RP Approved Disapproved None



**CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
MEMORANDUM**

To: Roel Rodriguez, P.E., City Manager
From: Yvette Barrera, P.E., CFM, City Engineer
Date: December 01, 2021
Subject: Consideration of Change Order #1 for the Anzalduas Northbound Additional Lane Expansion Project (Project No. 02-21-C11-477)

GOAL:

Consideration and approval of Change Order No. 1 to J. Pena Construction.

HISTORY:

Change Order No.1 includes the additional insurance endorsement requested by General Services Administration (GSA) with an additional cost of \$2,145.86. In addition, custom and Border Protection requested the contractor postpone their project until Custom Border Protection (CBP) completed the installation of an X-Ray machine. This delay added 220 calendar days to the contract. The contractor is requesting an extension 220 calendar days to the contract at no cost. There will be an increase to the contract for \$2,145.86 and 220 Calendar days.

A contract summary shown below.

These items

Account NO. 586-8708-436-66-36 IR 1803 Budgeted \$180,000.00

Original Contract Amount:	\$159,104.00	180 Calendar days
---------------------------	--------------	-------------------

Proposed Change Order No. 1	\$2,145.86	+220 Calendar days
Total revised contract amount	\$161,249.86	195 Calendar days

OPTIONS:

- 1.) Approval of Change Order No.1 to the Contract as described above.
- 2.) Disapproval of Change Order No.1 to the Contract.

Recommendation:

Staff recommend approval of Change Order No.1 in the amount of \$2,145.86 for a revised contract amount of \$161,249.86 and an extension of 220 Calendar days to the Contract, making the new completion date July 21, 2021.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 6
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Consideration and approval of Contract Amendment #5 – Additional Professional Services for the Anzalduas Northbound Additional Lane Expansion Project.

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. **Staff's Recommendation:** _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: RP Approved Disapproved None



ENGINEERING DEPARTMENT MEMORANDUM

To: Roel "Roy" Rodriguez, P.E. City Manager

From: Yvette Barrera, P.E., C.F.M. City Engineer

Date: November 30, 2021

Subject: **Contract Amendment #5 – Additional Professional Services for the Anzalduas Northbound Additional Lane Expansion Project**
Project No. 02-21-C11-477

GOAL

Obtain a Contract Amendment to provide Bidding and Construction Administration Services for the Northbound Lane Expansion Project at Anzalduas International Bridge Inspection Facilities.

EXPLANATION

Halff and Associates, Inc. has proposed a Contract Amendment to provide Bidding and Construction Administration Services for the Northbound Lane Expansion Project. Bidding Services will be billed as a lump sum task and the Construction Administration Services will be billed at an hourly rate. Below is the list of Contract Amendments.

Halff and Associates provided additional design services that were provided during construction of Northbound Canopy Expansion Project which would not have required additional Bidding and Construction Administration Services. Since a Donation Acceptance Agreement the project is being bid separately and now requires Bidding and Construction Administration Services.

Original contract amount	\$150,000.00	Northbound Canopy Expansion
Contract Amendment #1	\$12,500.00	Northbound Canopy Expansion
Contract Amendment #2	\$6,500.00	Northbound Canopy Expansion
Contract Amendment #3	\$162,240.00	Northbound Canopy Expansion
Contract Amendment #4	\$23,000.00	Northbound Lane Expansion
Contract Amendment #5	\$31,500.00	Northbound Lane Expansion
Total	\$385,740.00	

OPTIONS

1. Award contract amendment.
2. Reject contract amendment.

RECOMMENDATION

Based on review by this office contract amendment #5 is recommended to Halff & Associates for \$1,500 (lump sum) for Bidding Services and \$5,000 (monthly estimated) for Construction Administration. Subject to budget amendment.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 7
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Consideration and approval of Advanced Funding Agreement #1 – Anzalduas International Bridge Northbound Commercial Inspection Facility.

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

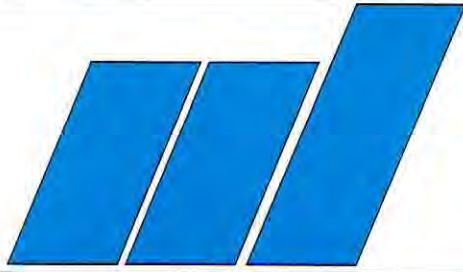
<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. **Staff's Recommendation:** _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: RR Approved Disapproved None



CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
MEMORANDUM

To: Roel Rodriguez, P.E., City Manager
From: Yvette Barrera, P.E., CFM, City Engineer
Date: December 01, 2021
Subject: **Consideration and Approval of Advanced Funding Agreement - Anzalduas International Bridge Northbound Commercial Inspection Facility**

GOAL

Consideration and approval of the Advanced Funding Agreement (AFA) for the Anzalduas International Bridge Northbound Commercial Inspection Facility.

EXPLANATION

Bridge Administration and City staff coordinated with the Texas Department of Transportation to amend an Interlocal Agreement for the Anzalduas Southbound facilities and allocate funds to the proposed Northbound Commercial Inspection Facility and Northbound Inspection Facility.

This Agreement would allocate a total of \$12,100,000 of Coordinated Border Infrastructure (CBI) funds toward the Northbound Commercial Inspection Facilities. A summary of the AFA is indicated below.

- ❖ The proposed project has an estimated construction amount of \$43,700,000.00. The City will be responsible for any cost overruns.
- ❖ The City will be responsible for an amount of \$744,543.00 to be paid to TxDOT for administrative costs and construction oversight. \$215,773.00 are to be committed immediately for Administrative costs; and \$155,773.00 will be due no later than December 15, 2021. \$528,770.00 will be due to State before construction.
- ❖ The City will provide schematic, environmental documentation, plans, specifications, estimates, construction documents, contract administration, construction management and will cover cost overruns.

The AFA for Southbound Inspection Facility at Anzalduas International Bridge is still being reviewed by TXDOT. Once approved staff will present for approval.

OPTIONS:

Approve or disapprove Advanced Funding Agreement for the Anzalduas International Bridge Northbound Commercial Inspection Facility.

RECOMMENDATION:

Based on review by this office, staff recommends approval of the Advanced Funding Agreement with the Texas Department of Transportation for the Anzalduas International Bridge Northbound Commercial Inspection Facility.

CSJ # 0921-02-379
District # 21-Pharr AFA ID: Z00001774
Code Chart 64 # 25950
Project: Anzalduas International Bridge
Port of Entry-Northbound Commercial
Inspection
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of McAllen, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on May 3rd, of 2018 to effectuate their agreement to construct northbound commercial inspection station including pre-primary inspection and pre-cleared cargo traffic at the Anzalduas International Port of Entry; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115550 and 115291 authorizing the State to undertake and complete a highway improvement generally described as the **construction of southbound inspection facility** called the "Project"; and,

WHEREAS, it has become necessary to amend that contract to incorporate recent changes in federal and state provisions and requirements and to increase funds designated for this project;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

The parties agree that the Agreement is amended as follows:

1. Description of Amended Items

Article 24 in the prime Agreement are deleted in their entirety from the Agreement and replaced with the following:

Inspection of Books and Records

CSJ # 0921-02-379
District # 21-Pharr AFA ID: Z00001774
Code Chart 64 # 25950
Project: Anzalduas International Bridge
Port of Entry-Northbound Commercial
Inspection
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Attachment C, Project Budget, is deleted in its entirety and is replaced with Attachment C-1, which is attached to this Amendment.

The current \$4,200,000 (CBI Funds) is increased by \$7,900,000 to \$12,100,000 and \$468,185 (Local Contribution) is increased by \$31,131,815 to \$31,600,000. The total estimated construction cost of the Project is increased by \$39,031,815, from \$4,668,185 to \$43,700,000. The increase in the Project cost is because at the time the project was programmed, the project scope was not well defined enough to determine a complete estimated cost.

All other provisions of the original contract are unchanged and remain in full force and effect.

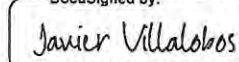
2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0921-02-379
District # 21-Pharr AFA ID: Z00001774
Code Chart 64 # 25950
Project: Anzalduas International Bridge
Port of Entry-Northbound Commercial
Inspection
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

DocuSigned by:


A410A4B926E44C6...
Signature

Javier Villalobos

Typed or Printed Name

City of McAllen, Mayor

Title

11/29/2021

Date

THE STATE OF TEXAS

Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

Date

CSJ # 0921-02-379
 District # 21-Pharr
 Code Chart 64 # 25950
 Project: Anzalduas International
 Bridge Port of Entry-Northbound
 Commercial Inspection
 Federal Highway Administration
 CFDA Title: Highway Planning and
 Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C-1 PROJECT BUDGET

A total amount of \$12,100,000 in Category 10 Coordinated Border Infrastructure (CBI) funding was approved for the construction of this project. Considering the approved 88% Economically Disadvantaged County Program reduction the required local match for construction costs, the Federal share is 80%, State's share is 17.6% and the Local Government's share is 2.4%. The Local Government will be responsible for 100% of the Preliminary Engineering, Environmental, the Direct State Costs, and all overruns. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (100% LG)	\$3,496,000	0%	\$0	0%	0%	\$0	100%	100%	\$3,496,000
Environmental (100% LG)	\$100,215	0%	\$0	0%	0%	\$0	100%	100%	\$100,215
Construction (CBI)	\$12,100,000	80%	\$9,680,000.00	0%	17.6%	\$2,129,600	20%	2.4%	\$290,400
Construction (100% LG)	\$31,600,000	0%	\$0.00	0%	0%	\$0	100%	100%	\$31,600,000
Construction Engineering (100% LG)	\$4,370,000	0%	\$0	0%	0%	\$0	100%	100%	\$4,370,000
Subtotal	\$51,666,215		\$9,680,000			\$2,129,600			\$39,856,615
Engineer. Direct State Costs	\$129,464	0%	\$0	0%	0%	\$0	100%	100%	\$129,464
Environmental Direct State Costs	\$64,732	0%	\$0	0%	0%	\$0	100%	100%	\$64,732
ROW Direct State Costs	\$10,789	0%	\$0	0%	0%	\$0	100%	100%	\$10,789
Utilities Direct State Costs	\$10,789	0%	\$0	0%	0%	\$0	100%	100%	\$10,789
Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG	\$528,770	0%	\$0	0%	0%	\$0	100%	100%	\$528,770
Indirect State Costs	\$2,464,478	0%	\$0	100%	100%	\$2,464,478	0%	0%	\$0
Subtotal	\$3,209,021		\$0			\$2,464,478			\$744,543
TOTAL	\$54,875,236		\$9,680,000			\$4,594,078			\$40,601,158

Initial payment by the Local Government to the State:	\$215,773
Payment by the Local Government to the State before Construction:	\$528,770
Estimated total payment by the Local Government to the State:	\$744,543

Certificate Of Completion

Envelope Id: 82768875A32640F9AA821A49508A1AC4
 Subject: Please DocuSign Z00001774 with City of McAllen
 Source Envelope:
 Document Pages: 30
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Connie Knesek
 125 E. 11th Street
 Austin, TX 78701
 Connie.Knesek@txdot.gov
 IP Address: 209.112.106.2

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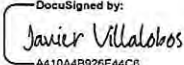
Holder: Connie Knesek
 Connie.Knesek@txdot.gov

Location: DocuSign

Signer Events

Javier Villalobos
 javier.villalobos@mcallen.net
 Security Level: Email, Account Authentication
 (None)

Signature

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Signature Adoption: Pre-selected Style
 Using IP Address: 192.135.204.4

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 Signed: 11/29/2021 8:41:01 AM

Electronic Record and Signature Disclosure:

Accepted: 11/24/2021 9:59:04 AM
 ID: 2afe4de9-1840-445b-88b3-7a07671621fe

Kenneth Stewart
 Kenneth.Stewart@txdot.gov
 Director, Contract Services
 Texas Department of Transportation
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lynnette Villarreal
 lynnette.villarreal@txdot.gov
 Contract Specialist
 TxDOT

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
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edmendoza@mcallen.net

edmendoza@mcallen.net

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

FIN

FIN_Local-Participation@txdot.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Daniel Dargevics

Daniel.Dargevics@txdot.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 8
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Consideration and approval of Advanced Funding Agreement #2 – Anzalduas International Bridge Southbound Inspection Facility.

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

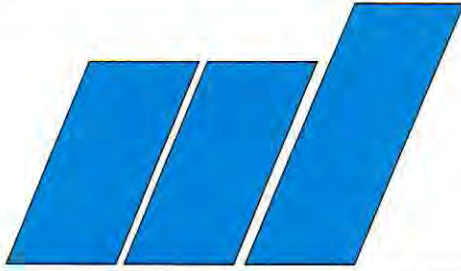
<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>	
a) _____			Yes <u> </u>	No <u> </u>
b) _____			Yes <u> </u>	No <u> </u>
c) _____			Yes <u> </u>	No <u> </u>

8. **Staff's Recommendation:** _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: RR Approved Disapproved None



**CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
MEMORANDUM**

To: Roel Rodriguez, P.E., City Manager
From: Yvette Barrera, P.E., CFM, City Engineer
Date: December 07, 2021
Subject: **Consideration and Approval of Advanced Funding Agreement - Anzalduas International Bridge Southbound Commercial Inspection Facility**

GOAL

Consideration and approval of the Advanced Funding Agreement (AFA) for the Anzalduas International Bridge Southbound Commercial Inspection Facility.

EXPLANATION

Bridge Administration and City staff coordinated with the Texas Department of Transportation to amend an Interlocal Agreement for the Anzalduas Southbound facilities and allocate funds to the proposed Southbound Commercial Inspection Facility and Southbound Inspection Facility.

This Agreement would allocate a total of \$5,491,709 of Coordinated Border Infrastructure (CBI) funds toward the Southbound Commercial Inspection Facilities. A summary of the AFA is indicated below.

- ❖ The proposed project has an estimated construction amount of \$13,123,616.00. The City will be responsible for any cost overruns.
- ❖ The City will be responsible for an amount of \$360,666.00 to be paid to TxDOT for administrative costs and construction oversight. \$255,633.00 are to be committed immediately for Administrative costs; and \$86,401.00 will be due to State before construction.
- ❖ The City will provide schematic, environmental documentation, plans, specifications, estimates, construction documents, contract administration, construction management and will cover cost overruns.

The AFA for Southbound Inspection Facility at Anzalduas International Bridge is still being reviewed by TXDOT. Once approved staff will present for approval.

OPTIONS:

Approve or disapprove Advanced Funding Agreement for the Anzalduas International Bridge Southbound Commercial Inspection Facility.

RECOMMENDATION:

Based on review by this office, staff recommends approval of the Advanced Funding Agreement with the Texas Department of Transportation for the Anzalduas International Bridge Southbound Commercial Inspection Facility.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 2**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of McAllen, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on **July 31st, 2014** to effectuate their agreement to construct southbound inspection facility at the Anzalduas International Bridge; and,

WHEREAS, the parties executed Amendment #1 to the contract on **May 3rd, 2018** to decrease (CBI) funds from \$7,000,000.00 to \$100,000.00, a total decrease of \$6,900,000.00; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115550, 116073 and 115291 authorizing the State to undertake and complete a highway improvement generally described as the **construction of southbound inspection facility** called the "Project"; and,

WHEREAS, it has become necessary to amend that contract to incorporate recent changes in federal and state provisions and requirements; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Articles 4, 9, 11, 12, 21, 22, 23, 28, and 29 in the numerical order of the prime Agreement are deleted in their entirety from the Agreement and replaced with the following:

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal

- participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later

than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services

contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- S. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- T. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- U. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- V. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- W. If the Local Government is the responsible party, the State must review and approve change orders.
- X. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- Y. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

21. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such

contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable)

- to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

Attachment C-1, Project Budget, is deleted in its entirety and is replaced with **Attachment C-2, Project Budget**, which is attached to this Amendment. The current \$100,000 (CBI Funds) and \$7,141,012 (Local Contribution funds) has been replaced by \$4,000,000 (Rider 11B funds), \$5,491,709 (CBI Funds), and \$508,291 (Cat. 7 funds). The total estimated cost increased by \$5,043,078.00 from \$8,080,538.00 to \$13,123,616.00 because at the time the Project was programmed, the project scope was not well defined enough to determine a complete estimate cost.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

CSJ # 0921-02-303
District # 21-Pharr AFA ID: Z00001775
Code Chart 64 # 25950
Project: Southbound Inspection Facility
at Anzalduas International Bridge
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

THE LOCAL GOVERNMENT

Signature

Javier Villalobos
Typed or Printed Name

City of McAllen, Mayor
Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0921-02-303
 District # 21-Pharr AFA ID: Z00001775
 Code Chart 64 # 25950
 Project: Southbound Inspection Facility
 at Anzalduas International Bridge
 Federal Highway Administration
 CFDA Title: Highway Planning and
 Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C-2 PROJECT BUDGET

This project received a total of \$4,000,000 in Rider 11B funds, \$5,491,709 in CBI funds, and \$508,291 in Category 7 funds (Metropolitan Mobility Funds), from the Rio Grande Valley Metropolitan Planning Organization. These funds are for Construction. The Local Government is responsible for 100% of Preliminary Engineering, Environmental, and Construction Engineering. Considering the approved 94% Economically Disadvantaged County Program reduction to the required local match for construction costs, the Federal share is 80%, State's share is 18.8%, and the Local Government's share is 1.2% until the federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all cost overruns exceeding the approved funding amount. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)	\$800,000	0%	\$0	0%	0%	\$0	100%	100%	\$800,000
Environmental (by LG)	\$100,215	0%	\$0	0%	0%	\$0	100%	100%	\$100,215
Construction (Rider 11B)	\$4,000,000	80%	\$3,200,000	20%	20%	\$800,000	0%	0%	\$0
Construction (CBI)	\$5,491,709	80%	\$4,393,367	0%	18.8%	\$1,032,441	20%	1.2%	\$65,901
Construction (Cat.7)	\$508,291	80%	\$406,633	0%	18.8%	\$95,559	20%	1.2%	\$6,099
Construction Engineering (by LG)	\$1,281,660	0%	\$0	0%	0%	\$0	100%	100%	\$1,281,660
Subtotal	\$12,181,875		\$8,000,000			\$1,928,000			\$2,253,875
Engineer. Direct State Costs	\$81,019	0%	\$0	0%	0%	\$0	100%	100%	\$81,019
Environmental Direct State Costs	\$40,510	0%	\$0	0%	0%	\$0	100%	100%	\$40,510
ROW Direct State Costs	\$6,752	0%	\$0	0%	0%	\$0	100%	100%	\$6,752
Utilities Direct State Costs	\$6,752	0%	\$0	0%	0%	\$0	100%	100%	\$6,752
Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG	\$225,633	0%	\$0	0%	0%	\$0	100%	100%	\$225,633
Indirect State Costs	\$581,075	0%	\$0	100%	100%	\$581,075	0%	0%	\$0
Subtotal	\$941,741		\$0			\$581,075			\$360,666
TOTAL	\$13,123,616		\$8,000,000			\$2,509,075			\$2,614,541

Initial Payment by the Local Government to the State received on 8/13/2014:	\$48,632
Payment by the Local Government due to the State:	\$86,401
Payment by the Local Government to the State before construction:	\$225,633
Estimated total payment by the Local Government to the State:	\$360,666

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 9
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection Report.

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. **Staff's Recommendation:** Report Only

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation: ___ Approved ___ Disapproved ___ None

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 10
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. Agenda Item: Engineering Report
2. Party Making Request: Juan Olaguibel, Superintendent of Bridges
3. Nature of Request: (Brief Overview) Attachments: ___ Yes X No

4. Policy Implication: _____

5. Budgeted: ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. Staff's Recommendation: Report Only

Advisory Board: _____ Approved _____ Disapproved _____ None

City Attorney: _____ Approved _____ Disapproved _____ None

Manager's Recommendation: _____ Approved _____ Disapproved _____ None

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 11a
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. **Agenda Item:** Consultation with City Attorney regarding Consulting Services (T.G.C. 551.071).

2. **Party Making Request:** Juan Olaguibel, Superintendent of Bridges

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

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. **Staff's Recommendation:** Seek Direction

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: Approved Disapproved None

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 11b
DATE SUBMITTED 12/03/21
MEETING DATE 12/13/21

1. Agenda Item: Consultation with City Attorney regarding economic development (T.G.C.551.087).

2. Party Making Request: Juan Olaguibel, Superintendent of Bridges

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

4. Policy Implication: _____

5. Budgeted: ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. Staff's Recommendation: Seek Direction

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation: ___ Approved ___ Disapproved ___ None