

**NOTICE OF MEETING TO BE HELD BY THE McALLEN-HIDALGO INTERNATIONAL
TOLL 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. McAllen-Hidalgo Intl Toll Bridge Southbound Traffic by Category – November 2021.
3. McAllen-Hidalgo International Toll Bridge Financial Statement for period ending September 31, 2021.
4. Consideration and possible action on license agreement to Transtelco, Inc. for access to fiber conduit at the Hidalgo-Reynosa International Bridge.
5. Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection Report.
6. 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

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 11:00a.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.

McAllen-Hidalgo International Bridge

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
TOLL BRIDGE X

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

1. Agenda Item: Approval of minutes for the 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 <u> </u>	No <u> </u>
b) _____			Yes <u> </u>	No <u> </u>
c) _____			Yes <u> </u>	No <u> </u>

8. Staff's Recommendation: Approve

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: RB Approved Disapproved None

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

The McAllen-Hidalgo 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:

HIDALGO BRIDGE BOARD:

Javier Villalobos	Mayor of McAllen-Chairman
Jim Darling	Bridge Board Member
Veronica Whitacre	Bridge Board Member
Martin Anzaldua	Bridge Board Member

ABSENT:

Sergio Coronado	Mayor of Hidalgo – Vice Chairman
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ALSO PRESENT:

Roel “Roy” Rodriguez P.E.	City Manager, McAllen
Julian Gonzalez	City Manager, Hidalgo
Juan Olaguibel	Superintendent of Bridges’, McAllen
Hilda Cavazos	Management Assistant, McAllen
Elizabeth Betancourt	Admin Asst., McAllen
Isaac Tawil	City Attorney, McAllen
Michelle Rivera	Assistant City Manager, McAllen
Jeffrey Johnston	Assistant City Manager, 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 12:10 P.M. by Mayor Javier Villalobos.

1. Approval of minutes for the Regular Meeting held on September 30, 2021.

A motion was made by Board Member Jim Darling, seconded by Board Member Veronica Whitacre and carried unanimously to approve the minutes for the regular meeting held September 30, 2021.

2. McAllen-Hidalgo Intl Toll Bridge Southbound Traffic by Category – October 2021.

Superintendent of Bridges' Juan Olaguibel reported the Southbound Toll Bridge traffic count by category for the month of October 2021.

3. **McAllen-Hidalgo International Toll Bridge Financial Statement for the period ending August 31, 2021.**
A motion was made by Board Member Jim Darling, seconded by Board Member Martin Anzaldua and carried unanimously to accept the financial statements for the period ending August 31, 2021 as presented.
4. **Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection Report.**
Juan Olaguibel, Superintendent of Bridges, reported that vaccination program with INDEX Nuevo Leon continues and vaccination program for INDEX Tamaulipas will begin November 2021.
5. **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, the meeting was adjourned by Mayor Javier Villalobos at 12:15 p.m.

Mayor Javier Villalobos, City of McAllen

ATTEST:

Juan Olaguibel, Bridge Superintendent

McAllen-Hidalgo International Bridge

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
TOLL BRIDGE X

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

1. Agenda Item: McAllen-Hidalgo International Toll Bridge Southbound Traffic 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:

NAME/TITLE	INITIAL	DATE	CONCURRENCE	
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: RL 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%

McAllen-Hidalgo International Bridge

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
TOLL BRIDGE X

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

1. **Agenda Item:** McAllen-Hidalgo International Toll Bridge Financial Statement for the period 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: RP Approved Disapproved None

**McALLEN/HIDALGO INTERNATIONAL
TOLL BRIDGE**

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

Executive Summary
McAllen-Hidalgo International Toll Bridge

OPERATING RESULTS
For the Month Ending September 30, 2021

McAllen-Hidalgo International Toll Bridge

Comparison with Prior Month

Net income, as reflected on page 3, for the month of September is \$533,469 or (\$52,597) less than the prior month. Toll revenues were \$659,466 for the month or \$5,525 more than prior month. Expenses were \$398,752 or \$91,026 more than prior month.

Comparison with Budget

Net income, as reflected on page 5, for the month of September is \$619,437. Net income was (\$255,950) less than budget for the month. Toll revenues were \$659,466 for the month. Toll revenues were (\$258,284) less than budget for the month. Administrative and operating expenses were \$312,783 for the month. Administrative and operating expenses were \$38,039 more than budget for the month.

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

	Toll Bridge Fund	Bridge Debt Service Fund	Bridge Capital Impr Fund	Total
ASSETS				
<i>Current:</i>				
Cash on hand.....	\$ 16,502	\$ -	\$ -	\$ 16,502
Cash in bank.....	-	-	-	-
Investments.....	3,071,347	-	2,909,329	5,980,677
Receivables / Other.....	24,042	-	-	24,042
Interest receivable.....	-	-	-	-
Due From Other Funds.....	279,484	-	-	279,484
Total Current Assets	3,391,376	-	2,909,329	6,300,705
<i>Restricted Assets:</i>				
Contingency Fund..... X	538,589	-	-	538,589
Debt Service Fund.....	-	-	-	-
Capital Improvement Fund.....	-	-	-	-
McAllen Investments:	-	-	-	-
TaxPool.....	2,226,889	-	-	2,226,889
Certificates of Deposits - McAllen.....	-	-	-	-
Total Restricted Assets	2,765,478	-	-	2,765,478
<i>Capital Assets:</i>				
Land.....	787,486	-	-	787,486
Buildings.....	15,882,743	-	-	15,882,743
Improvements other than buildings.....	3,925,869	-	-	3,925,869
Infrastructure.....	1,031,264	-	-	1,031,264
Machinery & Equipment.....	3,853,505	-	-	3,853,505
Construction in Progress.....	1,071,795	-	-	1,071,795
	26,552,662	-	-	26,552,662
Less accumulated depreciation.....	(16,808,302)	-	-	(16,808,302)
Total Capital Assets	9,744,360	-	-	9,744,360
<i>Other Assets, Net:</i>				
Advance - Anzalduas Special & Startup.....	15,935,434	-	-	15,935,434
Advance - Anzalduas Internation Crossing "A".....	4,537,340	-	-	4,537,340
Unamortized bond issue costs.....	-	-	-	-
Excess of purchase price over assets acquired.....	82,168	-	-	82,168
Total Other Assets, net	20,554,941	-	-	20,554,941
TOTAL ASSETS	\$ 36,456,155	\$ -	\$ 2,909,329	\$ 39,365,484
LIABILITIES AND FUND EQUITY				
<i>Current Liabilities:</i>				
Vouchers Payable.....	\$ 59,621	\$ -	\$ -	\$ 59,621
Accrued Expenses.....	978,154	-	-	978,154
Other Government Agencies-City of Hidalgo.....	-	-	-	-
Other current Liabilities.....	1,875	-	-	1,875
Total Current Liabilities	1,039,649	-	-	1,039,649
<i>Payable from Restricted Assets:</i>				
Current installments of revenue bonds.....	-	-	-	-
Interest Payable.....	-	-	-	-
Other.....	-	-	-	-
Liabilities Payable from Restricted Assets	-	-	-	-
<i>Long-term Liabilities:</i>				
Revenue Bonds, excluding current installments.....	-	-	-	-
Long-term Liabilities.....	8,085	-	-	8,085
Deferred revenues / Other.....	132,928	-	-	132,928
Due to other Funds / General Fund.....	2,775	-	-	2,775
Accrued Expenses.....	-	-	-	-
Deferred revenues-Brokers.....	185,926	-	-	185,926
Noncurrent Liabilities.....	208,947	-	-	208,947
Total long-term liabilities	538,660	-	-	538,660
<i>Net Assets:</i>				
Invested in capital assets less related debt.....	9,744,360	-	-	9,744,360
Restricted:				
Contingency Fund..... X	538,589	-	-	538,589
Bond Reserve Fund..... X	-	-	-	-
Debt Service Fund.....	-	-	-	-
Bridge Capital Impr. Fund.....	-	-	2,909,326	2,909,326
City of McAllen..... X	2,226,889	-	-	2,226,889
Total restricted.....	2,765,478	-	2,909,326	5,674,804
Unrestricted.....	22,368,008	-	-	22,368,008
Total Net Assets	34,877,846	-	2,909,326	37,787,172
TOTAL LIABILITIES AND NET ASSETS	\$ 36,456,155	\$ -	\$ 2,909,326	\$ 39,365,481

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

	<i>Current</i>	<i>Prior Month</i>	<i>Variance</i>	<i>Inc/(Dec)</i>
REVENUES:	<i>September 2021</i>	<i>August 2021</i>		
Tolls	\$659,466	\$653,941	\$ 5,525	0.84%
Rentals	259,220	226,154	33,066	14.62%
Miscellaneous	13,353	13,553	(200)	-1.48%
Interest	181	143	38	26.90%
Total Revenues	\$ 932,220	\$893,791	\$ 38,429	4.30%
	√			
EXPENSES:				
Administration	95,980	\$50,146	\$45,834	91.40% A
Bridge Operations	214,862	169,635	45,227	26.66% B
Insurance	1,941	1,930	11	0.57%
Depreciation	85,968	86,015	(47)	-0.05%
Total Expenses	\$ 398,752	\$ 307,726	\$ 91,026	29.58%
NET INCOME/(LOSS)	\$ 533,469	\$ 586,065	\$ (52,597)	-8.97%

<i>Capital Outlay</i>	-	-	-	-	-	-
	<i>September 2021</i>	<i>September 2020</i>		<i>September 2021</i>	<i>September 2020</i>	
Transfer Out:						
City of Hidalgo	777,753	336,512	441,241	2,378,377	2,469,797	(91,420)
General Fund	-	-	-	3,479,937	5,223,378	(1,743,441)
ANZALD DEBT SVC SERIES B	70,831	70,165	667	846,642	842,725	3,917

McAllen-Hidalgo International Toll Bridge
Notes on the Comparative Statement of Revenues and Expenses
For the Period Ending September 30, 2021

<u>Reference</u>	<u>Description</u>		
	<u>REVENUES</u>		
	THIS YEAR SAME MONTH WE HAD		
	AN INCREASE IN RENTAL INCOME	33,066	
1			33,066
	<u>EXPENDITURES</u>		
	THIS YEAR SAME MONTH WE HAD A		
	DECREASE IN WAGES OF	16,392	
	A DECREASE IN SUPPLIES OF	4,058	
	AN INCREASE IN OTHER SERVICES	16,461	
A	A DECREASE IN MAINTENANCE/EQUIPMENT	8,316	45,227
	THIS YEAR SAME MONTH WE HAD		
	AN INCREASE IN WAGES, BENEFITS, & OT	(19,487)	
	AN INCREASE IN SUPPLIES	(71)	
	AN INCREASE IN OTHER SERVICES	67,247	
B	AN INCREASE IN MAINT. & CAPITAL OUTLAY	(1,855)	45,834
	POSTAGE	-	
	ADVERTISING	3,375	
	Accounting	-	
	RENTAL/PHOTOCOPIER	80	
	CONTRACTUAL	2,257	
	DUES AND SUBSCRIPTION	(545)	
	PROFESSIONAL	(3,941)	
	TRAVEL	(424)	
	Covid-19 Expense	-	
	Hurricane Hanna Expense	-	
	UTILITIES - TELEPHONE	1,278	
	MISCELLANEOUS	65,167	
*1			67,247
	RENTAL & CONTRACTUAL	12,121	
	SECURITY	5,922	
	UTILITIES - ELECTRIC	(352)	
	UTILITIES - WATER	14	
	CREDIT CARD FEE/MISC	(1,304)	
*2	MISCELLANEOUS	61	16,461

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

	Budget	Budget-by-Mth	Actual-by-Mth	Actual Variance with Budget Positive (Negative)	% Actual to Budget-by-Mth Positive (Negative)	Budget-to-Date	Actual-to-Date	Actual Variance with Budget Positive (Negative)	% Actual to Budget-to-Date Positive (Negative)
Operating Revenues:									
Tolls	\$ 11,012,945	\$ 917,750	\$ 659,466	\$ (258,284)	-28.14%	\$ 7,617,135	\$ 6,694,622	\$ (922,513)	-12.11%
Rentals	2,670,467	222,549	259,220	36,671	16.48%	2,670,467	3,340,081	669,614	25.07%
Miscellaneous	105,000	8,750	13,353	4,603	52.61%	105,000	156,602	51,602	49.15%
Total Operating Revenues	13,788,412	1,149,049	932,039	(217,010)	-18.89%	10,392,602	10,191,306	(201,296)	-1.94%
Non-Operating Revenues:									
Interest	12,973	\$ 1,082	181	(901)	100.00%	12,973	3,184	(9,789)	100.00%
Board Advance Interest	N/A	N/A	-	N/A	N/A	N/A	-	N/A	N/A
Total Non-Operating Revenues	12,973	1,082	181	(901)	100.00%	12,973	3,184	(9,789)	100.00%
Total Revenues	13,801,385	1,150,131	932,220	(217,911)	-18.95%	10,405,575	10,194,490	(211,085)	-2.03%
Expenses:									
Administration									
Salaries	279,658	23,031	(4,214)	27,245	118.30%	275,888	175,706	100,182	36.31%
Supplies	24,800	2,074	2,438	(364)	-17.56%	24,800	17,213	7,587	30.59%
Other Services	472,325	39,409	97,784	(58,375)	-148.13%	472,325	468,963	3,362	0.71%
Maintenance	12,162	1,019	(28)	1,047	102.77%	12,162	5,799	6,363	0.00%
Capital Outlay	-	-	-	-	0.00%	-	-	-	0.00%
Total Administration	788,945	65,533	95,980	(30,447)	-46.46%	785,175	667,681	117,494	14.96%
Operations:									
Salaries	1,689,884	139,250	108,888	30,362	21.80%	1,670,417	1,205,768	464,649	27.82%
Supplies	85,000	7,098	10,318	(3,220)	-45.37%	85,000	84,595	405	0.48%
Other Services	538,250	44,867	78,298	(33,431)	-74.51%	538,250	579,449	(41,199)	-7.65%
Maintenance	176,000	14,685	17,358	(2,673)	-18.20%	176,000	178,454	(2,454)	-1.39%
Capital Outlay	16,385	1,370	-	1,370	100.00%	16,385	-	16,385	100.00%
Total Operations	2,505,519	207,270	214,862	(7,592)	-3.66%	2,486,052	2,048,267	421,401	16.95%
Non-department									
Liability Insurance	23,171	1,941	1,941	-	0.00%	23,171	23,171	-	0.00%
Total Non-department	23,171	1,941	1,941	-	0.00%	23,171	23,171	-	0.00%
Total Expenses	3,317,635	274,744	312,783	(38,039)	-13.85%	3,294,398	2,739,118	555,280	16.86%
Revenues Over(Under) Expenses*	\$ 10,483,750	\$ 875,387	\$ 619,437	\$ (255,950)	-29.24%	\$ 7,111,177	\$ 7,455,371	\$ 344,194	4.84%

*Depreciation expense is not included in the statement.

McAllen-Hidalgo International Bridge

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
TOLL BRIDGE X

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

1. **Agenda Item:** Consideration and possible action on license agreement to Transtelco, Inc. for access to fiber conduit at the Hidalgo-Reynosa International Bridge.

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:** Seek Direction

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: 12/13/21 Approved Disapproved None



MEMO

**TO: Bridge Board Chairman Mayor Javier Villalobos
And Bridge Board Members**

FROM: Juan Olaguibel. Superintendent of Bridges

XC: Roel "Roy" Rodriguez P.E., McAllen City Manager

DATE: December 13, 2021

RE: Fiber Optic License Agreement with Transtelco, Inc.

The Hidalgo-Reynosa International Bridge has available conduit on the western side of the bridge that was previously used by Sprint/T-Mobile from 2009 until June 2021.

Transtelco, Inc. seeks a ten-year license agreement, attached hereto, to use the available conduit for fiber optic cables across the bridge with the annual fee beginning at \$41,590.36 with a 5% annual escalation rate built into the Agreement.

Board approval is sought for execution of the Agreement.

FROM THE OFFICE OF JUAN OLAGUIBEL
SUPERINTENDENT OF BRIDGES

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into on December 14, 2021, by and between **THE CITY OF MCALLEN, TEXAS**, a municipal corporation, (hereinafter designated "Landlord") and **TRANSTELCO, INC.**, a Texas Corporation (hereinafter designated "Licensee").

RECITALS

WHEREAS, Landlord is the owner of the Hidalgo-McAllen International Toll Bridge located in the City of Hidalgo, Hidalgo County, Texas.

WHEREAS, Said Bridge is operated by Landlord in its proprietary capacity through the Hidalgo-McAllen Bridge Board of Trustees pursuant to the provisions of Chapter 367 Texas Transportation Code; and

WHEREAS, Licensee desires to access the Bridge for the purposes of utilizing international telephonic and/or fiber optic cables connecting into the Republic of Mexico and has requested a license agreement from the Landlord for such purposes.

AGREEMENT

1.0 Landlord, in consideration of the fees to be paid and the covenants and agreements to be performed by the Licensee, does hereby grant permission unto Licensee to use one (1) existing 4" duct (the "Duct") with 3 1/4" inner-ducts located below the walkway along the western side of the Bridge; and Right-of-Way approaches to the duct together with sufficient and reasonable right of access thereto; and sufficient and reasonable space in various slicing chambers thereof, for the installation, maintenance, repair, and operation of international telecommunications and fiber optic cables and innerducts therein, as Licensee may require from time to time. This license includes the right to access, install, repair, maintain, and remove the Duct and/or fiber placed inside the Duct, or replace the Duct with similarly-sized ducts in the same location.

2.0 All parties acknowledge that Licensee shall have sole responsibility and liability to independently secure any right of access required by Licensee in, through, or on the Mexico side of the international boundary.

TERM AND FEES

3.0 The term of the license herein granted shall be for a period of ten (10) years commencing at 12:00 AM, September 1, 2021 and ending at 11:59 PM the 31st day of August 2031.

4.0 Fees -- The fee for use of the Duct shall be in accordance with the schedule of fees below. The payment for 2021 being due upon the execution of this agreement and each succeeding annual payment being due on September 1 of each subsequent year. The fee for use of the Duct and Right-of-Way shall increase by five percent (5%) every year this Agreement is in place in accordance with the following schedule listed below. The following is a schedule of the fees for the use of the Duct and Right-of-Way payable by Licensee:

Hidalgo-McAllen International Bridge
Transtelco, Inc

<u>Year of Term</u>	<u>Annual Fee One Duct</u>	<u>Right-of-Way and Distance</u>	<u>Total Annual Fee</u>
2021-2022	\$32,056.03	843.0' @ \$11.31 = \$9,534.33	\$41,590.36
2022-2023	\$33,658.83	843.0' @ \$11.88 = \$10,014.84	\$43,673.67
2023-2024	\$35,341.77	843.0' @ \$12.47 = \$10,512.21	\$45,853.98
2024-2025	\$37,108.86	843.0' @ \$13.09 = \$11,034.87	\$48,143.73
2025-2026	\$38,964.30	843.0' @ \$13.74 = \$11,582.82	\$50,547.12
2026-2027	\$40,912.52	843.0' @ \$14.43 = \$12,164.49	\$53,077.01
2027-2028	\$42,958.15	843.0' @ \$15.15 = \$12,771.45	\$55,729.60
2028-2029	\$45,106.06	843.0' @ \$15.91 = \$13,412.13	\$58,518.19
2029-2030	\$47,361.36	843.0' @ \$16.71 = \$14,086.53	\$61,447.89
2030-2031	\$49,729.43	843.0' @ \$17.55 = \$14,794.65	\$64,524.08

5.0 The Licensee agrees and covenants that the annual fees payable by it shall be absolutely net to the Landlord and without limiting the generality of the foregoing, acknowledges its liability to pay when due any federal tax, state tax, or local tax which might be applicable to the Duct or the cables therein, including *ad valorem* taxes, municipal realty taxes, or other rates and charges, if any, levied or imposed on or with respect to the Duct or any cables therein.

EARLY TERMINATION

6.0 Licensee shall have the right and option to early terminate this Agreement upon six (6) months advanced written notice to Landlord. Should Licensee early terminate this Agreement as aforesaid, Licensee shall remove, at Licensee's sole expense, its cables and equipment prior to such termination date. Should Licensee fail to remove the same as aforesaid, such cables and equipment shall become the property of Landlord who may remove, at its option, such cables and equipment. The expense of such removal shall be attributed to and recovered from Licensee. In no event shall Landlord be liable for such removal to Licensee, any person claiming under Licensee, or any third person for any loss, costs or damages which may be incurred by Licensee or any person claiming under Licensee or any third person. Licensee shall indemnify and hold harmless Landlord against any claim made by any third party, whether claiming under Licensee or not, on account of such removal, including claims for attorney's fees and all damages of any kind. In the event of any such early termination, the annual fee or the use of the Duct shall be prorated and refunded to Licensee accordingly, but only after any fees owed to Landlord for removal of Licensee's equipment have been deducted.

HOLD OVER STATUS

7.0 It is agreed that if Licensee remains on the Bridge after the termination of this Agreement, the license granted herein shall be deemed to be on a month-to-month basis in the absence of a written agreement to the contrary. The rental payments for such holdover status will be at rates that are equal to the last full year of the agreement's term, increased by five percent (5%) for each year of the holdover. Either party, upon prior written notice, may terminate the holdover status in which case the provisions of the preceding Section 6 apply as to removal of cables and equipment, liability, and indemnity.

Hidalgo-McAllen International Bridge
Transtelco, Inc

DAMAGE AND REPAIR

8.0 It is understood and agreed that if portions of the Bridge and appurtenances affecting the Duct shall be damaged or destroyed in whole or in part during the term thereof, Landlord will repair and restore the same to a good and useable condition with reasonable dispatch and that the fees herein provided for shall continue to be due unless the damage to the Bridge and appurtenances causes Licensee's business use to be interrupted. Should such an interruption occur because of damage to the Bridge, rents shall be abated on a pro-rata daily basis until the Bridge has been repaired so that service can be restored; provided, however, that in the event of total or substantially total damage to or destruction of the Bridge occurs, such that repairs may not be reasonably be effected within thirty (30) days thereof, either party may forthwith terminate this agreement upon written notice thereof, in which event the annual fee for the use of the Duct shall be prorated and refunded to Licensee accordingly. In no event shall Landlord be liable to Licensee for any damage to the Bridge or its appurtenances, which in turn damages the Duct or Licensee's cables or equipment. In no event shall Landlord be responsible or liable to Licensee, any person claiming under Licensee, or any third person for the repair to the Duct, cables, or equipment. In no event shall Landlord be liable to Licensee, any person claiming under Licensee, or any third person for any loss, costs or damage.

OPERATIONAL RIGHTS

9.0 The Licensee, its employees, servants, agents and contractors shall have the right to ingress and egress the Bridge and appurtenant buildings and premises at any hour of any day for the sole purpose of maintenance, alteration, repair, removal and installation of Licensee's property, subject to the approval of the Landlord, which approval shall not be unreasonably held or delayed.

INSURANCE

10.0 Prior to commencing the term, Licensee and its contractors shall provide to Landlord satisfactory evidence of insurance naming the "City of McAllen" as an Additional Insured, evidencing its maintenance of the following:

1. Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of \$1,000,000 per accident and per illness, aggregate;
2. Commercial General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$1,000,000 per occurrence and in the aggregate combined single limit; and
3. Builder's Risk Insurance with a minimum limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Licensee.

10.1 Licensee's failure to obtain and maintain all required insurance shall constitute a material breach and default under this Agreement. Notwithstanding any other provision, if Licensee shall fail to remedy such breach within ten (10) business days after notice by Landlord, then Landlord may immediately terminate this Agreement and Licensee shall be liable for any and all costs, expenses, liabilities, damages, and penalties resulting to Landlord from such breach. In the event

Hidalgo-McAllen International Bridge
Transtelco, Inc

of any failure by Licensee to comply with the provisions of this section, Landlord may, but not obligated and without in any way compromising or waiving any right or remedy at law or equity, with notice to Licensee, purchase such insurance, at Licensee's cost and expense, provided that Landlord shall have no obligation to do so and if Landlord shall do so, then Licensee shall not be relieved of or excused from the obligation to reimburse, obtain, and maintain such insurance amounts and coverages.

INDEMNIFICATION

11.0 TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT LIMITATION BY THE PROVISIONS OF SECTION 10.0 AND 10.1 RELATING TO INSURANCE, THE LICENSEE, ITS HEIRS, GRANTEES, SUCCESSORS, AND ASSIGNS, AT ITS SOLE COST AND EXPENSE, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, INJURIES, LOSSES, OR LIABILITIES OF ANY NATURE, INCLUDING DEATH OR INJURY TO ANY PERSON, PROPERTY DAMAGE, OR ANY OTHER LOSS AND INCLUDING WITHOUT LIMITATION ALL DAMAGES, PENALTIES, FINES AND JUDGMENTS, ASSOCIATED INVESTIGATION AND ADMINISTRATIVE EXPENSES AND DEFENSE COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, COURT COSTS AND COSTS OF ALTERNATE DISPUTE RESOLUTION, ARISING OUT OF, OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH LICENSEE'S PERFORMANCE OF THIS AGREEMENT. THE LICENSEE'S OBLIGATIONS UNDER THIS SECTION APPLY TO THE EXTENT A LIABILITY IS NOT CAUSED OR CONTRIBUTED TO BY ANY NEGLIGENT (PASSIVE OR ACTIVE) ACT OR OMISSION OF LANDLORD, AND LICENSEE SHALL NOT BE OBLIGATED TO INDEMNIFY FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. THE PROVISIONS OF THIS SECTION SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COMPLIANCE WITH LAW

12.0 Licensee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of its cables and equipment. Licensee acknowledges that it shall be Licensee's sole responsibility and liability to apply for and obtain any permit, authorization, or other permission from any international, federal, provincial or local government, board, tribunal, commission, agency or other authority exercising jurisdiction over the Licensee or relating to Licensee's operations and occupation in, on or through the Bridge or its appurtenances.

HAZARDOUS SUBSTANCE INDEMNIFICATION

13.0 Licensee represents and warrants that its use of the Bridge will not generate any Hazardous Substance, as more specifically defined below and that it will not store or dispose of said substance

Hidalgo-McAllen International Bridge
Transtelco, Inc

on the Bridge, nor will Licensee transport to or over the Bridge any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time. Licensee represents and warrants that its Duct(s), cables, and equipment do not violate any state or federal environmental law. If it is determined that any of Licensee's Duct(s), cables, or equipment violate state or federal environmental law, Licensee will immediately remedy the violation and indemnify Landlord for any claims or damages, including attorney's fees, it may incur caused by such violation.

INSPECTION

14.0 Upon forty-eight (48) hours prior written notice to Licensee, Landlord and its agents shall have the right to examine and inspect the Duct, cables, and equipment of Licensee; provided, however, Landlord (i) shall allow only properly trained individuals to inspect the Duct, cables and equipment, and (ii) acknowledges and assumes all the risk associated with such inspection.

RIGHT TO RELOCATE

15.0 Landlord shall have the right to require Licensee to relocate the Duct, cables or equipment which is the subject of this License Agreement. Landlord shall give Licensee six months prior written notice of any such relocation request. No later than six months after receiving a relocation request, Licensee shall proceed with reasonable dispatch to relocate the Duct, cables, or equipment to locations specified by Landlord. In case relocation is required by Landlord, Landlord shall reimburse Licensee for all reasonable costs associated with the relocation within 30 days following relocation.

DEFAULT AND CURE

16.0 It shall be an event of default if: (i) Licensee fails to make any fee payment or pay any other sums to Landlord when due and does not cure such default within thirty (30) days after written notice from Landlord; (ii) Licensee defaults in the performance of any other covenant or condition of this License and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; (iii) Licensee abandons or vacates the Bridge without paying rent; or if (iv) Licensee is adjudicated bankrupt or makes any assignment for the benefit of creditors.

17.0 In the event of a default, Landlord shall have the right, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to declare this License at an end and to remove Licensee's Duct, cables and equipment from the Bridge and appurtenances. Should Landlord declare this License at an end, Licensee shall immediately remove its Duct, cables and equipment from the Bridge and appurtenances at Licensee's expense. Should Licensee fail to remove its Ducts, cables, and equipment from the Bridge and its appurtenances within one hundred and eighty (180) days of a declaration that this License is ended, Landlord may remove same without liability to Licensee.

SUCCESSORS, ASSIGNS and SUBLETTING

18.0 It is further understood and agreed by and between the parties hereto that this License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Licensee may not assign or transfer its rights hereunder in whole or in part, including the subletting or transferring of any space in the Duct to any person or entity without first obtaining the prior written consent from Landlord, which consent may not be unreasonably withheld, conditioned, or delayed; provided, however, that Licensee may assign its rights hereunder in whole or in part to any Affiliate (as defined below) without the prior written consent from Landlord. The term "Affiliate" as used herein shall mean any partnership, limited liability company, or corporation or other entity, directly or indirectly, which through one or more intermediaries, controls, is controlled by, or is under common control with Licensee.

NOTICES

19.0 All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:	City of McAllen Attn: City Manager P.O. Box 220 McAllen, TX 78505-0220
With a copy to:	City of McAllen Attn: City Attorney P.O. Box 220 McAllen, TX 78505-0220
If to Licensee:	Transtelco, Inc Attn: Jorge Robles 500 W. Overland, Suite 310 El Paso, TX 79901
With a copy to:	Michael Hutson Ainsa Hutson Hester & Crews LLP 5809 Acacia Circle El Paso, TX 79912

Or to such other addresses as the parties may designate from time to time by written notice.

COMPLETE AGREEMENT

20.0 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. Each Party and its counsel have reviewed the Agreement. Accordingly, the normal rules of construction to the effect that any

Hidalgo-McAllen International Bridge
Transtelco, Inc

ambiguity will be resolved against the drafting party will not be employed in the construction and interpretation of the Agreement.

SEVERABILITY

21.0 If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

LIMITATIONS

22.0 As a governmental entity, the City of McAllen is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to the City of McAllen's indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations of other parties' liability; earnest money/deposits; confidentiality provisions; liens on city property; liquidated damages; waivers, disclaimers, and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Agreement (collectively, "Limitations"). The terms and conditions relating to the Limitations will only be binding on the City of McAllen to the extent permitted by the Constitution and laws of the State of Texas.

JURISDICTION; VENUE; CHOICE OF LAW

23.0 THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY CONSENT AND SUBMIT TO SERVICE, VENUE, AND THE EXCLUSIVE JURISDICTION OF THE STATE COURTS SITTING IN HIDALGO COUNTY, TEXAS FOR THE ADJUDICATION OF ANY CLAIM, DISPUTE, ACTION, PROCEEDING, HEARING, MEDIATION, ARBITRATION, OR LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT. THIS AGREEMENT AND ANY DISPUTES, ALONG WITH ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT, LIABILITY, AND INTERPRETATION OF THIS AGREEMENT SHALL BE INTERPRETED, GOVERNED, CONSTRUED, AND ENFORCED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date first written above.

LANDLORD:

CITY OF MCALLEN
P.O. Box 220
McAllen, TX 78505-0220

Javier Villalobos, Mayor and
Chairman of the Hidalgo-McAllen
Bridge Board of Trustees

LICENSEE:

TRANSTELCO, INC

Arturo Iglesias, CTO

Hidalgo-McAllen International Bridge
Transtelco, Inc

Attest:

City Secretary, TRMC/CMC, CPM

Approved as to Form Only:

Evaristo Garcia, Jr.
Assistant. City Attorney

McAllen-Hidalgo International Bridge

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
TOLL BRIDGE _____ X _____

AGENDA ITEM 5
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

McAllen-Hidalgo International Bridge

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
TOLL BRIDGE _____ X _____

AGENDA ITEM 6
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