

NOTICE OF REGULAR MEETING
MISSION ECONOMIC DEVELOPMENT CORPORATION
JUNE 28, 2023 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT

Pursuant to V.T.C.A. Gov. Code Section 551.001 et seq., the Mission Economic Development Corporation of the City of Mission, Texas will hold a regular meeting on Wednesday, June 28, 2023, at 4:00 PM, in person and by teleconference, at the Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas 78572. The public dial information to participate in the telephonic meeting is as follows:

<https://us02web.zoom.us/j/89526105848?pwd=dVNSMzdycVFhNG1KSE9Ybzduc0NvZz09>

Meeting ID: 895 2610 5848, Password: 188989;

Or Dial by telephone: +1 346 248 7799, Meeting ID: 895 2610 5848, Password: 188989

Regular Meeting	Att.	Page	Originator	Status
1. Call to order & establish quorum	--	--	Hernandez	
2. Approval of Minutes: Regular Meeting of May 31, 2023	2	4	Hernandez	
3. Deliberation and possible action regarding the Approval of Adjusted Financial Statements for April 2023	3	11	Palacios	
4. Finance Committee Report	4	50	Saenz	
5. Deliberation & possible action for the approval of a final version of the Economic Development Performance Agreement between Mission Economic Development Corporation and Brand Geniuz, subject to approval by legal counsel	5	51	T. Garcia	
6. Deliberation & possible action for approval of Invoice #13 from the City of Mission related to an EDA grant project, in the amount of \$625,486.38	6	64	Salazar	
7. Deliberation and possible action regarding the approval of a Master Service Agreement and Service Order between Mission EDC and SmartCom Telephone	7	122	T. Garcia	
8. Closed Session Pursuant to V.T.C.A. Gov. Code Sec. 551.001	8	--	Hernandez	

Deliberation and possible action regarding commercial or financial information received from a business prospect with which the Mission EDC is conducting economic development negotiations or with which the Mission EDC seeks to have to locate, stay, or expand operations in or near the City of Mission (as permitted under Tex. Gov't Code Sec. 551.087), including, but not limited to the following:

Report from CEO as to potential prospects:

- A. Project Placita
- B. Project Superman
- C. Project Pliers

Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following:

M.E.D.C. Land

The Mission Economic Development Corporation Board of Directors will reconvene in open session to take any actions necessary

- | | | | |
|--------------------------------------|----|----|-----------|
| 9. CEO's Report on Economic Activity | -- | -- | T. Garcia |
| 10. President Comments | -- | -- | Hernandez |
| 11. Adjournment | -- | -- | Hernandez |

C E R T I F I C A T E

I, the undersigned City Secretary do certify that the above notice of meeting was posted on the bulletin board of City Hall, 1201 E. 8th, Mission, Texas 78572, on this the 23rd day of June 2023 at 5:00 PM.



Anna Carrillo, City Secretary

**NOTICE OF REGULAR MEETING
MISSION ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF MISSION**

Notice is hereby given that on the 28th day of June 2023, the Mission Economic Development Corporation of the City of Mission will hold a regular meeting at 4:00 PM, in person and by teleconference, at 801 N. Bryan Road, Mission, Texas 78572. The subjects to be discussed are listed on the agenda, which is attached to and made up a part of this Notice.

If, during the course of the meeting covered by this Notice, the MEDC should determine that a closed or executive meeting or session of the MEDC is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the MEDC at the date, hour and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the MEDC may conveniently meet in such closed or executive meeting or session concerning any and all purposed permitted by the Act, including, but not limited to the following sections and purposes.


Texas Government Code Section:

- 551.071(1) (2) Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberations involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiations
- 551.088 Deliberation regarding test item.

Should any final action, final decision, or final vote be required in the opinion of the MEDC with regard to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the Board upon notice thereof as the MEDC shall determine.

On this the 23rd day of June 2023 this Notice was emailed to news media who had previously requested such notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street, Mission, Texas 78572 at 5:00 PM on said date.



Anna Carrillo, City Secretary

ITEM 2

MEETING DATE: 6/28/2023

Prepared by: Judy Vega, Executive Assistant

Attachments: Yes X No

See attached minutes.

Staff Recommendation: Approval

Chief Executive Officer's Recommendation: JK Approved ☒ Disapproved ☐ None ☐ Pending ☐

City Manager's Recommendation: Approved Disapproved None Pending

APPROVED: _____

DISAPPROVED: _____

TABLED:

AYES

NAYS

DISSENTING

NOTICE OF REGULAR MEETING & PUBLIC HEARING
MISSION ECONOMIC DEVELOPMENT CORPORATION
MAY 31, 2023 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVELOPMENT

PRESENT:

Richard Hernandez, President
Jose G. Vargas, Vice President
Deborah Cordova, Secretary
Estella Saenz, Treasurer
Noel Salinas
Carl Davis

ABSENT:

Mayor Norie Gonzalez Garza

ALSO PRESENT:

Eugene Vaughan, JGKL LLP
Tony Barrera, Progress Times
Austin Arnold, Ryan LLC
Marty Wilson, Darden Restaurants
Lee McCormick, CDA
Juan Garza, Pieology

STAFF PRESENT:

Teclo J. Garcia, Chief Executive Officer
Joel Garza, Chief Operating Officer
Judy Vega, Executive Assistant
Stepanie Palacios, Financial Officer
Naxiely Lopez-Puente, Director of Marketing & Communications
Blanca Davila, Director of Economic Development
Belen Guerrero-Aguirre, Director of Strategic Partnership & Program Development
Randy Perez, City Manager
Angie Vela, Finance Director
Stephanie Palacios, Financial Officer
Ezeiza Garcia, Assistant Finance Director
Joe Salazar, Accountant

1. Call to Order and Establish Quorum

With a quorum being present, President Richard Hernandez called the meeting to order at 4:04 PM. President Hernandez asked for a moment of silence in memory of the recent passing of former City of Mission Mayor Norberto “Beto” Salinas, who passed away on May 26, 2023.

2. Approval of Minutes: Meeting of April 26, 2023

Vice Chairman Jose G. Vargas moved for approval of the meeting minutes of April 26, 2023. Motion was seconded by Carl Davis and approved 6-0.

3. Deliberation & possible action to accept Adjusted Financial Statements for March 2023

Financial Officer Stephanie Palacios presented and recommended approval of the adjusted financial statement for March 2023.

Secretary Deborah L. Cordova moved for acceptance of the Adjusted Financial Statements for March 2023. Motion was seconded by Treasurer Estella Saenz and approved 6-0.

4. Deliberation & possible action for approval of Resolution No. 2023-04, Resolution of the Mission Economic Development Corporation regarding request of Precision Wire Products, Inc., for the issuance of one or more series of revenue bonds; authorizing the filing of an application for allocation of volume cap for private activity bonds with the Texas Bond Review Board; authorizing public hearings regarding the bonds; and authorizing other action related thereto

Lee McCormick, President with Community Development Associates, presented this item by saying that Precision Wire Products, Inc. is a California wire company that manufactures shopping carts and racks used at stores like Walmart, Costco, and Target. The company plans to relocate part of their company to Texas near Dallas into an existing building. The bond amount requested today in this resolution is an amount not to exceed \$10 million. This is an inducement resolution meaning the legal documents are being prepared and once they are ready to close on the bond, a final resolution will be presented to the Board for approval. Bond counsel for this transaction is Bracewell LLP. Mr. McCormick said that the Texas Bond Review Board is not approving applications for bonds at this time, but that for this type of transaction, they have \$60 million available on a first come first served basis.

As with the previous resolutions related to bonds, this is a conduit transaction for the MEDC. The borrower is responsible for repayment of the debt. Approval of this resolution does not impose any payment or obligation on MEDC or the City of Mission. There is potential “reputational risk” if the borrower defaults since the MEDC name is included on the bonds. Assuming a bond issuance of \$10 million, at closing the MEDC is expected to receive approximately \$32,500 for serving as issuer of the bonds and an annual fee of \$5,000 until maturity. The MEDC CEO recommends the adoption of this resolution in the amount not to exceed \$10 million of tax-exempt private activity bonds to finance the proposed Project.

Vice President Jose G. Vargas moved for approval of Resolution No. 2023-04 as presented. Motion was seconded by Noel Salinas and approved 6-0.

Resolution No. 2023-04

Resolution of the Mission Economic Development Corporation regarding request of Precision Wire Products, Inc., for the issuance of one or more series of revenue bonds; authorizing the filing of an application for allocation of volume cap for private activity bonds with the Texas Bond Review Board; authorizing public hearings regarding the bonds; and authorizing other action related thereto

5. Public Hearing: MEDC FY 2022-2023 proposed project consideration concerning an economic incentive for a restaurant to be located at New Quest Mission Gateway Lot 3, located at the northeast corner of east Expressway 83 and south Bryan Road, Mission, Texas

At 4:27 PM President Richard Hernandez opened the public hearing for MEDC FY 2022-2023 proposed project consideration concerning an economic incentive for a restaurant to be located at New Quest Mission Gateway Lot 3, located at the northeast corner of east Expressway 83 and south Bryan Road, Mission, Texas.

There being no comments, President Richard Hernandez closed the public hearing at 4:29 PM.

6. Deliberation & possible action related to an Economic Development Performance Agreement between the City of Mission, Mission Economic Development Corporation, and Olive Garden Holdings, LLC

CEO Teclo J. Garcia introduced this item by saying that this performance agreement is for a new Olive Garden Italian restaurant in Mission, a project that staff has been working on for several months. President Hernandez mentioned that the agreement has been signed by City Manager Randy Perez, as well as representatives of Olive Garden Holdings, LLC. Mr. Garcia said that it was because it is a joint agreement between MEDC, the City of Mission, and Olive Garden and that they have approved the agreement separately. Legal counsel Gene Vaughn mentioned that if this agreement is approved, the MEDC is required by Local Government Code, Section 505.160, to publish a notice of intention and notice of public hearing in a newspaper and then wait 60 days before paying out any funds. Mr. Garcia said that the restaurant does not need funding now and that this incentive is based on a sales tax rebate. Being that they are not here yet, the 60-day comment period would have passed by the time they are due funding.

Carl Davis moved to approve an Economic Development Performance Agreement between the City of Mission, Mission Economic Development Corporation, and Olive Garden Holdings, LLC, subject to publishing the required notices in the newspaper and waiting 60 days to release any funds. Motion was seconded by Secretary Deborah L. Cordova and approved 6-0.

7. Olive Garden Recognition

CEO Teclo J. Garcia introduced Marty Wilson with Darden Restaurants, who did a short power point presentation to the Board to introduce Olive Garden, one of their eight restaurant brands. Ms. Wilson's presentation contained information related to the new Olive Garden, to be located in Mission (north/east corner of Bryan Rd & Frontage Rd), including the restaurants' renderings, economic impact, and overall, the logistics of the restaurant. An investment of \$5 million, this location will create 50 full-time positions and up to 80 soon after. Average wages will be \$17+ per hour with an annual payroll of \$1.8 million. Permits for construction will be in place by October 2023 and construction should be completed in May 2024. Darden Restaurants expect to announce an opening in June 2024. After her presentation, Ms. Wilson thanked the Board and the City of Mission for their support. No action was taken or required.

8. IHOP Recognition

Mr. Garcia introduced and welcomed Isaac Garza, Director of Operation, with IHOP Restaurant. Mr. Garza said he and franchiser Walid Haidar were excited to bring a second IHOP location to the City of Mission with the first restaurant located on Shary Road. The second location will be Conway Street and the new building, of approximately 5,000 sq. ft., will be a new IHOP prototype building. The new location will create 90 jobs, with 50 overall once established. The building is about 95% complete and an opening is expected in the third week of June 2023.

At 4:54 PM President Richard Hernandez called for a recess. At 5:06 PM, President Hernandez called the meeting to order with quorum present.

9. Deliberation & possible action for the approval of an Economic Development Performance Agreement between Mission Economic Development Corporation and Brand Geniuz

Mr. Garcia mentioned that this item was brought before the Board about two months ago when the Board acted on a preliminary approval of this project. He mentioned that a notice of intention and notice of public hearing were published with no opposition voiced at the public hearing. He is recommending approval of the performance agreement. Vice President Jose G. Vargas asked a question related to the agreement. On the agenda item it reads the amount is \$55,000 over a period of three years, but on the agreement, it reads \$85,000 to be paid in two installments. The \$85,000 to be paid in two installments was determined to be correct.

Secretary Deborah L. Cordova moved to approve an Economic Development Performance Agreement between the City of Mission, Mission Economic Development Corp. and Brand Geniuz. Motion was seconded by and approved Treasurer Estella Saenz and approved 6-0.

10. Deliberation & possible action for approval of Invoice #12 from the City of Mission related to an EDA grant project, in the amount of \$157,407.72

Accountant Joe Salazar presented and recommended approval.

Carl Davis moved for approval of Invoice #12 from the City of Mission related to an EDA grant project, in the amount of \$157,407.72. Motion was seconded by Vice President Jose G. Vargas and approved 6-0.

11. Deliberation & possible action for the approval of an Amendment to MEDC's Purchasing Policy

Mr. Garcia said that he was requesting an amendment to MEDC's Purchasing Policy to align with the City of Mission's purchasing policy in relation to services provided for procurement and amend the threshold amount from \$10,000 to \$25,000.

Vice President Jose G. Vargas moved for approval of an Amendment to MEDC's Purchasing Policy. Motion was seconded by Treasurer Estella Saenz and approved 6-0.

At 6:06 PM, President Richard Hernandez announced that the MEDC Board of Directors would be convening in executive session.

12. Closed Session Pursuant to V.T.C.A. Gov. Code Sec. 551.001

Deliberation and possible action regarding commercial or financial information received the Mission EDC from a business prospect with which the Mission EDC is conducting economic development negotiations or with which the Mission EDC seeks to have to locate, stay, or expand operations in or near the City of Mission (as permitted under Tex. Gov't Code Sec. 551.087), including, but not limited to the following:

- A. Report from CEO as to potential prospects**
- B. Mission Food Park**

Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following:

M.E.D.C. Land

The Mission Economic Development Corporation Board of Directors will reconvene in open session to take any actions necessary.

At 6:20 PM, President Richard Hernandez announced the MEDC Board was convening in open session.

No action was taken.

13. CEO Report on Economic Activity

Mr. Garcia briefly reported the following: He and Blanca Davila, Director of Economic Development, attended the ICSC Retail Convention in Las Vegas from May 20-23, 2023; Brand Geniuz had a ribbon cutting on May 25, 2023; MEDC visited South Texas College Tech Campus, where MEDC's Naxiely Lopez and Belen Guerrero visited with the dean at the college. Mr. Garcia met with Texas Governor Greg Abbotts' new regional representative, Mallory McCoy, who came to introduce herself and visit the MEDC office. He also mentioned that that MEDC had sponsored the Small Business Association "Small Business of the Year" Luncheon recently hosted by the RGV Partnership. UTRGV had their ribbon cutting on May 3, 2023 at the CEED building and that MEDC had marked Small Business Development Week and Economic Development Week with Proclamations presented at a City Council meeting recently. Both proclamations are framed and will be displayed at the CEED building. MEDC was invited to participate in STC's Workforce Summit. On CEED news, Mr. Garcia reported that Wayland Baptist University celebrates moving into the CEED building, and CineSol will soon hold their 24-hour film dash competition at CEED. Staff is also preparing to present a Memorandum of Understanding between CineSol and MEDC since they would like to hold their annual film festivals here moving forward. Various events that staff is focusing on are follows: A Tesla Takeover on July 1st; a CEED tenant mixer is being planned on June 1st, and a Welcoming event for the City of Mission's Grants' Department into our building on June 13th. MEDC staff will be attending Mexico's Nearshoring Auto Industry Summit in San Luis Potosi, Mexico July 20-21, 2023. McAllen EDC will be joining MEDC on this trip. The RGV Partnership has a legislative trip scheduled next week, June 6-8, 2023, in which Mr. Garcia will be participating. Nothing further was reported.

14. President Comments

President Richard Hernandez thanked the Board of Directors for their participation at this meeting, Mr. Garcia, and MEDC staff for the preparation of this meeting.

15. Adjournment

At 6:21 PM, Carl Davis moved to adjourn the meeting. Motion was seconded by Treasurer Estella Saenz and approved 6-0.

Richard Hernandez, President

ATTEST

Deborah L. Cordova, Secretary

AGENDA ITEM & RECOMMENDATION SUMMARY

ITEM **3**

MEDC X

MEETING DATE: 6/28/2023

Agenda Item: Deliberation & possible action to accept adjusted Financial Statement for April 2023



Presented by: Stephanie Palacios, Financial Officer

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

Acceptance of Financial Statements: Adjusted Financial Statement for 2023

See attached statements.

Staff Recommendation: Acceptance

ROUTING: Name/Title	Initial	Date	Concurrence
A. Teclo J. Garcia, CEO		6/23/2023	
B. _____			
C. _____			

Chief Executive Officer's Recommendation: 10 Approved Disapproved None Pending

City Manager's Recommendation: Approved Disapproved None Pending

* * * * *

RECORD OF VOTE:

APPROVED:

DISAPPROVED: _____

TABLED:

AYES

NAYS

DISSENTING

CITY OF MISSION, TEXAS
MISSION ECONOMIC DEVELOPMENT CORPORATION
FINANCIAL STATEMENTS FOR THE MONTH ENDING 04/30/23
ADJUSTED

		Fund 21	Fund 41	Fund 51
		Operating	Debt Account	Capital Projects
		Account	(1003 & 1011)	Account
	Total	(1001 & 1022)	(10215 & 1025)	(1001 & 1020)
Beginning Fund Balance @ 03/31/2023:	\$ 11,453,156.23	\$ 10,761,332.83	\$ 675,954.30	\$ 15,869.10
Adjusting Entry to PY Fund Balance	-	-	-	-
Revenues:				
Sales Tax	491,890.23	491,890.23	-	-
Sales Tax Adjustment - February 2022	(15,101.28)	(15,101.28)	-	-
Texas Workforce Comm. Grant	846.16	846.16	-	-
Reimbursement - EDA Grant	125,926.18	125,926.18	-	-
Reimbursement - Other	31,481.54	31,481.54	-	-
CEED Rental Fees	15,365.96	15,365.96	-	-
CEED Membership Fees	1,960.00	1,960.00	-	-
CEED Reservation Fees	16,600.00	16,600.00	-	-
CEED Food Truck Rental Fees	1,550.00	1,550.00	-	-
Total Revenues:	670,518.79	670,518.79	-	-
Transfers In:	575,652.66	-	575,652.66	-
Total Resources Available:	12,699,327.68	11,431,851.62	1,251,606.96	15,869.10
Expenditures:				
Administrative	131,026.67	131,026.67	-	-
IT	10,243.26	10,243.26	-	-
Facilities	6,354.44	6,354.44	-	-
Economic Development	20,094.25	20,094.25	-	-
TWC Wagner Peyser	846.16	846.16	-	-
EDA Grant	165,692.33	165,692.33	-	-
Total Expenditures:	334,257.11	334,257.11	-	-
Transfers - Out:	575,652.66	575,652.66	-	-
Ending Adjusted Fund Balance:	11,789,417.91	10,521,941.85	1,251,606.96	15,869.10
Assets:				
Cash	4,151,834.80	3,598,711.12	536,859.61	16,264.07
Investments	465,308.02	-	465,308.02	-
Prepaid Items	1,000.00	1,000.00	-	-
Redevelopment Asset	2,620,976.79	2,620,976.79	-	-
Accounts Receivable	269,033.03	269,033.03	-	-
Due from Other Funds	260,243.94	9,804.61	250,439.33	-
Due from State Sales Tax	1,075,324.12	1,075,324.12	-	-
Land held for resale	3,718,239.02	3,718,239.02	-	-
Total Assets:	12,561,959.72	11,293,088.69	1,252,606.96	16,264.07
Liabilities and Fund Balance:				
Accounts Payable	52,650.59	52,650.59	-	-
Retainage Payable	158,042.22	158,042.22	-	-
Deposit Refunds Payable	2,900.00	2,900.00	-	-
Due to Other Funds	394.97	-	-	394.97
Other Liabilities	11,127.84	10,127.84	1,000.00	-
Deferred Revenue	547,426.19	547,426.19	-	-
Fund Balance: Nonspendable	6,340,215.81	6,340,215.81	-	-
Fund Balance: Reserved for capital	15,869.10	-	-	15,869.10
Fund Balance: Reserved for debt	1,251,606.96	-	1,251,606.96	-
Fund Balance: Unreserved	4,181,726.04	4,181,726.04	-	-
Total Liabilities and Fund Balance:	\$ 12,561,959.72	\$ 11,293,088.69	\$ 1,252,606.96	\$ 16,264.07
LONG TERM DEBT:				
2016 Event Center Land				
& 2018 CEED Property Loan	9,678,757.10		Operating Fund 21 Budget	5,704,439.00
Less: Amt. available in debt service	(1,251,606.96)		Monthly (divided by 12)	475,369.92
Amt. to be provided for debt retirement	\$ 8,427,150.14		2 Month Required Fund Balance (x2)	950,739.83

Prepared By: Stephanie Palacios

Date: 06/22/23

Approved By: Angie Vela

Date: 06/23/23

CITY OF MISSION, TEXAS
MISSION ECONOMIC DEVELOPMENT CORPORATION
FINANCIAL STATEMENTS FOR THE MONTH ENDING 04/30/23
ADJUSTED

**Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position**

Fund Balance	
Nonspendable	6,340,216
for Capital	15,869
for Debt Services	1,251,607
Unreserved Fund Balance Break Down	
Unassigned	4,181,726
	<u>\$ 11,789,418</u>
+ Mission Education Development	
Estimated Fund Balance @ 04/30/2023	104,862
	<u>\$ 104,862</u>
+ Capital Assets	
Land	2,100,959
Machinery & Equipment	1,275,892
Less: Depreciation-Machinery & Equip.	(1,275,007)
Building	6,368,100
Less: Depreciation-Buidling	(1,568,804)
	<u>\$ 6,901,139</u>
— Long-Term Debt Payable @ 04/30/23	
2016 MEDC Event Center Property Loan	3,739,409
2018 MEDC CEED Property Loan	5,939,348
	<u>\$ 9,678,757</u>
— Accrued Interest Payable @ 04/30/23	
2016 MEDC Event Center Property Loan	26,051
2018 MEDC CEED Property Loan	58,521
	<u>\$ 84,572</u>
	Next payment due
	8/1/2023
	8/15/2023
Estimated Total Net Position	\$ 9,032,091

Reserve Calculation

9/30/2023

	Frost	BBVA Compass
2024	399,656.87	672,690.58
2025	390,715.83	653,605.48
2026	382,047.08	634,520.37
2027	373,378.33	615,435.26
2028	364,886.87	596,350.16
2029	356,040.83	577,265.06
2030	347,372.08	558,179.95
2031	338,703.33	539,094.84
2032	330,116.87	520,009.74
2033	321,365.83	500,924.63
2034	312,697.08	481,839.52
2035	4,028.33	462,754.42
2036	143,448.22	443,669.32
2037		424,584.21
2038		405,499.10
Total	4,064,457.55	8,086,422.64
Average Annual Debt Service Per Issue	312,650.58	539,094.84

Monthly Requirement

5,210.84

8,984.91

Date Issued

5/26/2016

10/1/2018

Months Since Issuance

Over 60 months

Over 60 months

Reserve Calculation

\$ 312,650.58

\$ 539,094.84

\$ 851,745.42

Bond Reserve Balance - MEDC @ 04/30/2023

1,002,167.63

(Over)/Under Funding

(150,422.21)

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
	7,740,000.00	670,518.79	5,293,298.21	68.39	0.00	2,446,701.79
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	7,740,000.00	670,518.79	5,293,298.21	68.39	0.00	2,446,701.79
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
10-ADMINISTRATIVE	1,544,614.00	131,026.67	632,328.21	40.94	0.00	912,285.79
11-IT	71,500.00	10,243.26	22,178.34	31.02	0.00	49,321.66
12-FACILITIES	219,000.00	6,354.44	53,383.45	24.38	0.00	165,616.55
15-ECONOMIC DEVELOPMENT	2,100,000.00	20,094.25	532,384.02	25.35	0.00	1,567,615.98
22-2021 TWC WAGNER PEYSER	0.00	846.16	5,923.12	0.00	0.00	(5,923.12)
30-EDA GRANT	0.00	165,692.33	955,428.14	0.00	938,765.47	(1,894,193.61)
99-TRANSFERS OUT	1,769,325.00	575,652.66	1,930,100.66	109.09	0.00	(160,775.66)
98-CONTRA ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	5,704,439.00	909,909.77	4,131,725.94	88.89	938,765.47	633,947.59
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT
REVENUES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

0000	SALES TAX	6,800,000.00	476,788.95	3,593,811.05	52.85	0.00	3,206,188.95
300-33160	REIMBURSEMENT-MEDA	0.00	0.00	0.00	0.00	0.00	0.00
300-33183	REIMBURSEMENT - OTHER	0.00	31,481.54	181,945.58	0.00	0.00	(181,945.58)
300-33421	TEXAS WORKFORCE COMM. GRANT	0.00	846.16	5,923.12	0.00	0.00	(5,923.12)
300-33422	CS FOR ALL ECO SYSTEM GRANT	0.00	0.00	0.00	0.00	0.00	0.00
300-33430	REIMBURSEMENT - EDA GRANT	0.00	125,926.18	731,640.66	0.00	0.00	(731,640.66)
300-34187	ISSUANCE FEES - I.D. BONDS	0.00	0.00	0.00	0.00	0.00	0.00
300-34188	APPLICATION FEES- I. D. BOND	100,000.00	0.00	0.00	0.00	0.00	100,000.00
300-34189	ANNUAL FILING FEES- I.D. BON	395,000.00	0.00	51,803.75	13.11	0.00	343,196.25
300-34350	RENT - MRA	6,500.00	0.00	0.00	0.00	0.00	6,500.00
300-35005	CEED RENTAL FEES	100,000.00	15,365.96	97,720.55	97.72	0.00	2,279.45
300-35010	CEED MEMBERSHIP FEES	5,000.00	1,960.00	14,954.52	299.09	0.00	(9,954.52)
300-35015	CEED RESERVATION FEES	2,500.00	16,600.00	31,522.00	260.88	0.00	(29,022.00)
300-35016	CEED MISCELLANEOUS FEES	1,000.00	0.00	20.00	2.00	0.00	980.00
300-35025	CEED FOOD TRUCK RENTAL FEES	30,000.00	1,550.00	10,463.00	34.88	0.00	19,537.00
300-36000	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
300-36050	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
300-36100	INTEREST EARNED-DEMAND DEPOS	0.00	0.00	0.00	0.00	0.00	0.00
300-36160	MISC-INSURANCE SETTLEMENT	0.00	0.00	0.00	0.00	0.00	0.00
300-39000	SALE OF EQUIP & ASSETS	300,000.00	0.00	573,493.98	191.16	0.00	(273,493.98)
300-39220	E.D.A. REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
300-39702	CAPITAL LEASE AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
300-39941	TRANSFERS IN-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
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***	TOTAL REVENUES ***	7,740,000.00	670,518.79	5,293,298.21	68.39	0.00	2,446,701.79
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FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

10-ADMINISTRATIVE

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

<u>1-PERSONNEL SERVICES</u>							
410-14020	SALARIES OF DEPT HEADS	174,800.00	13,769.22	86,057.62	49.23	0.00	88,742.38
410-14030	SALARIES OF EMPLOYEES	645,000.00	41,337.95	233,147.22	36.15	0.00	411,852.78
410-14040	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
410-14050	EXTRA HELP	27,080.00	0.00	0.00	0.00	0.00	27,080.00
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** CATEGORY TOTAL **		846,880.00	55,107.17	319,204.84	37.69	0.00	527,675.16
 <u>2-EMPLOYEE BENEFITS</u>							
410-24060	SOCIAL SECURITY TAX	65,185.00	4,193.66	24,419.55	37.46	0.00	40,765.45
410-24070	HEALTH INSURANCE	104,302.00	6,343.52	37,911.84	36.35	0.00	66,390.16
410-24075	DISABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
410-24080	EMPLOYEE RETIREMENT	69,749.00	4,635.43	27,852.26	39.93	0.00	41,896.74
410-24090	AUTO ALLOWANCE	5,200.00	923.12	5,769.47	110.95	0.00	(569.47)
410-24100	UNEMPLOYMENT COMPENSATION	3,915.00	91.24	105.29	2.69	0.00	3,809.71
410-24110	WORKERS COMPENSATION INS.	3,833.00	337.97	2,031.65	53.00	0.00	1,801.35
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** CATEGORY TOTAL **		252,184.00	16,524.94	98,090.06	38.90	0.00	154,093.94
 <u>3-PROFESSIONAL AND TECHNICAL</u>							
410-34400	AUDITING & ACCOUNTING SERV.	25,000.00	10,300.00	30,000.00	120.00	0.00	(5,000.00)
410-34410	MANAGEMENT CONSULTING SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
410-34415	ADMINISTRATIVE SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
410-34430	LEGAL SERVICES	40,000.00	2,348.75	18,357.25	45.89	0.00	21,642.75
410-34498	OTHER PROF SERV - FT SECURIT	24,000.00	1,870.00	7,540.00	31.42	0.00	16,460.00
410-34499	OTHER PROFESSIONAL SERVICES	10,000.00	0.00	3,730.00	37.30	0.00	6,270.00
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** CATEGORY TOTAL **		99,000.00	14,518.75	59,627.25	60.23	0.00	39,372.75
 <u>4-PURCHASED PROPERTY SERVICES</u>							
410-44570	ELECTRICITY	60,000.00	5,370.02	37,259.52	62.10	0.00	22,740.48
410-44590	WATER	15,000.00	1,302.41	6,339.17	42.26	0.00	8,660.83
410-44610	BUILDING REPAIR & MAINT	10,000.00	0.00	1,461.50	14.62	0.00	8,538.50
410-44640	REPAIRS & MAINT-MACHINERY &	0.00	3,008.83	3,008.83	0.00	0.00	(3,008.83)
410-44650	RENTAL OF LAND & BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
410-44660	RENTAL OF MACHINERY & EQUIPM	15,000.00	701.80	6,356.18	42.37	0.00	8,643.82
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** CATEGORY TOTAL **		100,000.00	10,383.06	54,425.20	54.43	0.00	45,574.80

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

10-ADMINISTRATIVE

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

<u>5-OTHER PURCHASED SERVICE</u>							
410-54470	TELEPHONE	35,000.00	5,940.93	20,021.45	57.20	0.00	14,978.55
410-54485	CABLE	0.00	0.00	0.00	0.00	0.00	0.00
410-54490	POSTAGE	550.00	0.00	125.63	22.84	0.00	424.37
410-54500	TRAVEL AND TRAINING	70,000.00	13,055.20	20,558.43	29.37	0.00	49,441.57
410-54510	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
410-54560	GENERAL LIABILITY INSURANCE	28,500.00	0.00	0.00	0.00	0.00	28,500.00
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** CATEGORY TOTAL **		134,050.00	18,996.13	40,705.51	30.37	0.00	93,344.49
<u>6-SUPPLIES</u>							
410-64120	OFFICE EQUIPMENT	1,000.00	0.00	0.00	0.00	0.00	1,000.00
410-64140	OFFICE SUPPLIES	4,000.00	3,005.71	3,978.51	99.46	0.00	21.49
410-64160	PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
410-64250	FOOD, ICE, AND BOTTLED WATER	9,000.00	274.08	1,529.43	16.99	0.00	7,470.57
410-64390	MINOR EQUIPMENT	2,000.00	0.00	0.00	0.00	0.00	2,000.00
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** CATEGORY TOTAL **		16,000.00	3,279.79	5,507.94	34.42	0.00	10,492.06
<u>7-CAPITAL OUTLAYS</u>							
410-74890	NEW BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
410-74900	BUILDING ADDITIONS & RENOVAT	0.00	0.00	0.00	0.00	0.00	0.00
410-74950	MACHINERY & EQUIPMENT	3,000.00	0.00	0.00	0.00	0.00	3,000.00
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** CATEGORY TOTAL **		3,000.00	0.00	0.00	0.00	0.00	3,000.00
<u>8-DEBT SERVICE</u>							
410-84800	OTHER PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
410-84820	OTHER INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

10-ADMINISTRATIVE

DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

9-MISCELLANEOUS						
410-94690 JUDGEMENT AND SETTLEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
410-94700 DUES & MEMBERSHIPS	44,000.00	3,353.39	19,960.97	45.37	0.00	24,039.03
410-94701 DUES & MEMBERSHIPS - CITY	0.00	0.00	0.00	0.00	0.00	0.00
410-94710 INFORMATION AND CREDIT SERVI	2,000.00	323.44	2,016.44	100.82	0.00	(16.44)
410-94715 DEPOSITORY CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
410-94720 TAXES	0.00	0.00	0.00	0.00	0.00	0.00
410-94805 COMMUNITY PROMOTIONS	45,000.00	8,500.00	32,750.00	72.78	0.00	12,250.00
410-94899 OTHER	2,500.00	40.00	40.00	1.60	0.00	2,460.00
410-94950 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **	93,500.00	12,216.83	54,767.41	58.57	0.00	38,732.59
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*** DEPARTMENT TOTAL ***	1,544,614.00	131,026.67	632,328.21	40.94	0.00	912,285.79
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FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

11-IT

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

<u>3-PROFESSIONAL AND TECHNICAL</u>							
411-34499	OTHER PROFESSIONAL SERVICES	7,500.00	0.00	0.00	0.00	0.00	7,500.00
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** CATEGORY TOTAL **		7,500.00	0.00	0.00	0.00	0.00	7,500.00
<u>4-PURCHASED PROPERTY SERVICES</u>							
411-44640	REPAIRS & MAINT-MACHINERY & EQUIPMENT	40,000.00	9,578.26	14,700.37	36.75	0.00	25,299.63
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** CATEGORY TOTAL **		40,000.00	9,578.26	14,700.37	36.75	0.00	25,299.63
<u>5-OTHER PURCHASED SERVICES</u>							
411-54500	TRAVEL AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>6-SUPPLIES</u>							
411-64120	OFFICE EQUIPMENT	11,500.00	665.00	2,551.06	22.18	0.00	8,948.94
411-64140	OFFICE SUPPLIES	2,500.00	0.00	282.99	11.32	0.00	2,217.01
411-64250	FOOD, ICE, AND BOTTLED WATER	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		14,000.00	665.00	2,834.05	20.24	0.00	11,165.95
<u>7-CAPITAL OUTLAYS</u>							
411-74950	MACHINERY & EQUIPMENT	10,000.00	0.00	4,643.92	46.44	0.00	5,356.08
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** CATEGORY TOTAL **		10,000.00	0.00	4,643.92	46.44	0.00	5,356.08
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*** DEPARTMENT TOTAL ***		71,500.00	10,243.26	22,178.34	31.02	0.00	49,321.66
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FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

12-FACILITIES

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

<u>3-PROFESSIONAL AND TECHNICAL</u>							
412-34498	OTHER PROF SERV - FOOD TRUCK	0.00	0.00	0.00	0.00	0.00	0.00
412-34499	OTHER PROFESSIONAL SERVICES	65,000.00	2,766.68	29,754.51	45.78	0.00	35,245.49
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** CATEGORY TOTAL **		65,000.00	2,766.68	29,754.51	45.78	0.00	35,245.49
<u>4-PURCHASED PROPERTY SERVICES</u>							
412-44610	REPAIRS AND MAINT.- BUILDING	35,000.00	1,253.80	12,843.67	36.70	0.00	22,156.33
412-44611	REPAIR & MAINT. - FOOD TRUCK	2,000.00	0.00	0.00	0.00	0.00	2,000.00
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** CATEGORY TOTAL **		37,000.00	1,253.80	12,843.67	34.71	0.00	24,156.33
<u>5-OTHER PURCHASED SERVICES</u>							
412-54500	TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>6-SUPPLIES</u>							
412-64120	OFFICE EQUIPMENT	30,000.00	0.00	0.00	0.00	0.00	30,000.00
412-64140	OFFICE SUPPLIES	25,000.00	2,333.96	10,785.27	43.14	0.00	14,214.73
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** CATEGORY TOTAL **		55,000.00	2,333.96	10,785.27	19.61	0.00	44,214.73
<u>7-CAPITAL OUTLAYS</u>							
412-74890	NEW BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
412-74940	OTHER STRUCTURES-IMPROVEMENT	5,000.00	0.00	0.00	0.00	0.00	5,000.00
412-74941	OTHER STRUCTURES - FOOD TRUCK	53,000.00	0.00	0.00	0.00	0.00	53,000.00
412-74950	MACHINERY & EQUIPMENT	4,000.00	0.00	0.00	0.00	0.00	4,000.00
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** CATEGORY TOTAL **		62,000.00	0.00	0.00	0.00	0.00	62,000.00
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*** DEPARTMENT TOTAL ***		219,000.00	6,354.44	53,383.45	24.38	0.00	165,616.55
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FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

15-ECONOMIC DEVELOPMENT

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
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<u>3-PROFESSIONAL AND TECHNICAL</u>							
415-34410	MANAGEMENT & CONSULTING SERV	0.00	0.00	0.00	0.00	0.00	0.00
415-34499	OTHER PROFESSIONAL SERVICES	90,000.00	8,000.00	22,144.30	24.60	0.00	67,855.70
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** CATEGORY TOTAL **		90,000.00	8,000.00	22,144.30	24.60	0.00	67,855.70
<u>4-PURCHASED PROPERTY SERVICES</u>							
415-44627	LAND & ROW MAINTENANCE SERV	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>5-OTHER PURCHASED SERVICES</u>							
415-54500	TRAVEL AND TRAINING	50,000.00	4,515.76	4,899.76	9.80	0.00	45,100.24
415-54510	ADVERTISING & MARKETING	130,000.00	6,113.94	37,587.74	28.91	0.00	92,412.26
415-54511	ADVERTISING & MARKETING - TC	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		180,000.00	10,629.70	42,487.50	23.60	0.00	137,512.50
<u>6-SUPPLIES</u>							
415-64250	FOOD, ICE, & BOTTLED WATER	5,000.00	1,464.55	2,752.22	55.04	0.00	2,247.78
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** CATEGORY TOTAL **		5,000.00	1,464.55	2,752.22	55.04	0.00	2,247.78
<u>7-CAPITAL OUTLAYS</u>							
415-74950	MACHINERY & EQUIPMENT	6,500.00	0.00	0.00	0.00	0.00	6,500.00
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** CATEGORY TOTAL **		6,500.00	0.00	0.00	0.00	0.00	6,500.00
<u>9-MISCELLANEOUS</u>							
415-94598	INCENTIVE PROG - ECONOMIC IN	459,225.00	0.00	382,500.00	83.29	0.00	76,725.00
415-94599	INCENTIVE PROGRAM - DFIP	25,000.00	0.00	0.00	0.00	0.00	25,000.00
415-94600	INCENTIVE PROGRAMS - DOWN RE	30,000.00	0.00	0.00	0.00	0.00	30,000.00
415-94601	INCENTIVE - RUBY RED PROGRAM	45,000.00	0.00	0.00	0.00	0.00	45,000.00
415-94602	INCENTIVE - CODE THE TOWN	36,000.00	0.00	0.00	0.00	0.00	36,000.00
415-94603	INCENTIVE - SBA FUND	10,000.00	0.00	0.00	0.00	0.00	10,000.00
415-94604	INCENTIVE - NEW ARTS PROGRAM	10,000.00	0.00	0.00	0.00	0.00	10,000.00

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

15-ECONOMIC DEVELOPMENT

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
415-94605	INCENTIVE - CEED SBA	50,000.00	0.00	0.00	0.00	0.00	50,000.00
415-94700	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
415-94806	INCENTIVE - CEED SBA	0.00	0.00	0.00	0.00	0.00	0.00
415-94870	CLIENT RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00
415-95110	TEXAS CITRUS FIESTA	45,000.00	0.00	45,000.00	100.00	0.00	0.00
415-95111	VIDA	0.00	0.00	0.00	0.00	0.00	0.00
415-95112	NABA	0.00	0.00	0.00	0.00	0.00	0.00
415-95115	CITY OF MISSION PROJECTS	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
415-95120	CITY OF MISSION GOLF COURSE	0.00	0.00	0.00	0.00	0.00	0.00
415-95122	OTHER INFRASTRUCTURE PROJECT	108,275.00	0.00	37,500.00	34.63	0.00	70,775.00
415-95200	INFRASTRUCTURE FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		1,818,500.00	0.00	465,000.00	25.57	0.00	1,353,500.00
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*** DEPARTMENT TOTAL ***		2,100,000.00	20,094.25	532,384.02	25.35	0.00	1,567,615.98
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FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT
22-2021 TWC WAGNER PEYSER
DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

<u>1-PERSONNEL SERVICES</u>							
422-14030	SALARIES OF EMPLOYEES	0.00	846.16	5,923.12	0.00	0.00	(5,923.12)
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** CATEGORY TOTAL **		0.00	846.16	5,923.12	0.00	0.00	(5,923.12)
<u>2-EMPLOYEE BENEFITS</u>							
422-24060	SOCIAL SECURITY TAX	0.00	0.00	0.00	0.00	0.00	0.00
422-24070	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
422-24080	EMPLOYEE RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
422-24100	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
422-24110	WORKER'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
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** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>3-PROFESSIONAL AND TECHNICAL SERVICES</u>							
422-34499	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>6-SUPPLIES</u>							
422-64140	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
<u>7-CAPITAL OUTLAYS</u>							
422-74950	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT
22-2021 TWC WAGNER PEYSER
DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

9-MISCELLANEOUS						
422-94899 OTHER	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	0.00	846.16	5,923.12	0.00	0.00	(5,923.12)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

30-EDA GRANT

DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

3-PROFESSIONAL AND TECHNICAL						
430-34499 OTHER PROFESSIONAL SERVICES	0.00	0.00	41,403.70	0.00	82,504.88	(123,908.58)
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	41,403.70	0.00	82,504.88	(123,908.58)
7-CAPITAL OUTLAYS						
430-74930 IMPROVEMENTS - OTHER STRUCTURES	0.00	165,692.33	914,024.44	0.00	856,260.59	(1,770,285.03)
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	165,692.33	914,024.44	0.00	856,260.59	(1,770,285.03)
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	0.00	165,692.33	955,428.14	0.00	938,765.47	(1,894,193.61)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

99-TRANSFERS OUT

DEPARTMENT EXPENSES

		ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE

8-DEBT SERVICE							
499-84741	TRANSFERS OUT- MEDC DEBT SER	1,769,325.00	575,652.66	1,930,100.66	109.09	0.00	(160,775.66)
499-84751	TRANSFER OUT- MEDC CAPITAL P	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		1,769,325.00	575,652.66	1,930,100.66	109.09	0.00	(160,775.66)
		-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***		1,769,325.00	575,652.66	1,930,100.66	109.09	0.00	(160,775.66)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

21 -ECONOMIC DEVELOPMENT

98-CONTRA ACCOUNT

DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

7-CAPITAL OUTLAYS						
498-74940 OTHER STRUCTURES & IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
*** TOTAL EXPENSES ***	5,704,439.00	909,909.77	4,131,725.94	88.89	938,765.47	633,947.59
	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
????	1,769,825.00	575,652.66	1,931,998.88	109.16	0.00	(162,173.88)
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	1,769,825.00	575,652.66	1,931,998.88	109.16	0.00	(162,173.88)
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
13-2010 REFUNDING BOND	334,576.00	0.00	652,320.00	194.97	0.00	(317,744.00)
14-2016 LONESTAR LOAN	247,920.00	0.00	954,388.20	384.96	0.00	(706,468.20)
15-2016 FROST LOAN	409,053.00	0.00	54,708.23	13.37	0.00	354,344.77
16-2018 BBVA COMPASS LOAN	692,776.00	0.00	548,637.40	79.19	0.00	144,138.60
99-TRANSFER OUT MEDC	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	1,684,325.00	0.00	2,210,053.83	131.21	0.00	(525,728.83)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND
REVENUES

		ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE

????							
300-30000	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
300-36050	INTEREST ON INVESTMENTS	500.00	0.00	1,754.59	350.92	0.00	(1,254.59)
300-36051	NET INCREASE (DECREASE) IN F	0.00	0.00	0.00	0.00	0.00	0.00
300-36100	INTEREST EARNED- DEMAND ACCO	0.00	0.00	143.63	0.00	0.00	(143.63)
399-39721	TRANSFERS IN- MEDC OPERATING	1,769,325.00	575,652.66	1,930,100.66	109.09	0.00	(160,775.66)
399-39751	TRANSFERS IN-MEDC CAPITAL PR	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
***	TOTAL REVENUES ***	1,769,825.00	575,652.66	1,931,998.88	109.16	0.00	(162,173.88)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND

13-2010 REFUNDING BOND

DEPARTMENT EXPENSES

		ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

8-DEBT SERVICE							
413-84790	BOND PRINCIPAL	315,000.00	0.00	640,000.00	203.17	0.00	(325,000.00)
413-84810	BOND INTEREST	18,576.00	0.00	12,320.00	66.32	0.00	6,256.00
413-84840	FISCAL AGENT FEES	1,000.00	0.00	0.00	0.00	0.00	1,000.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		334,576.00	0.00	652,320.00	194.97	0.00	(317,744.00)
9-MISCELLANEOUS							
413-94715	DEPOSITORY CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***		334,576.00	0.00	652,320.00	194.97	0.00	(317,744.00)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND
14-2016 LONESTAR LOAN
DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

5-OTHER PURCHASED SERVICE						
414-56421 INTEREST - 2016 CEED LOAN	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
8-DEBT SERVICE						
414-84790 PRINCIPAL	211,733.00	0.00	941,401.52	444.62	0.00	(729,668.52)
414-84810 INTEREST	36,187.00	0.00	12,986.68	35.89	0.00	23,200.32
414-84840 FISCAL AGENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	247,920.00	0.00	954,388.20	384.96	0.00	(706,468.20)
9-MISCELLANEOUS						
414-94715 DEPOSITORY CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	247,920.00	0.00	954,388.20	384.96	0.00	(706,468.20)
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND
15-2016 FROST LOAN
DEPARTMENT EXPENSES

		ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE

8-DEBT SERVICE							
415-84790	PRINCIPAL	300,000.00	0.00	0.00	0.00	0.00	300,000.00
415-84810	INTEREST	108,053.00	0.00	54,708.23	50.63	0.00	53,344.77
415-84840	FISCAL AGENT FEES	1,000.00	0.00	0.00	0.00	0.00	1,000.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		409,053.00	0.00	54,708.23	13.37	0.00	354,344.77
9-MISCELLANEOUS							
415-94715	DEPOSITORY CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***		409,053.00	0.00	54,708.23	13.37	0.00	354,344.77
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND
16-2018 BBVA COMPASS LOAN
DEPARTMENT EXPENSES

		ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE

8-DEBT SERVICE							
416-84790	PRINCIPAL	395,957.00	0.00	395,956.55	100.00	0.00	0.45
416-84810	INTEREST	295,819.00	0.00	152,680.85	51.61	0.00	143,138.15
416-84840	FISCAL AGENT FEES	1,000.00	0.00	0.00	0.00	0.00	1,000.00
		-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **		692,776.00	0.00	548,637.40	79.19	0.00	144,138.60
		-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***		692,776.00	0.00	548,637.40	79.19	0.00	144,138.60
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

41 -MEDC DEBT SERVICE FUND
99-TRANSFER OUT MEDC
DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

8-DEBT SERVICE						
499-84721 TRANSFERS OUT-MEDC	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
*** TOTAL EXPENSES ***	1,684,325.00	0.00	2,210,053.83	131.21	0.00	(525,728.83)
	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

51 -MEDC CAPITAL PROJECTS FUN

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

REVENUE SUMMARY						
????	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
11-2016 LOAN-CEED PROJEC	0.00	0.00	0.00	0.00	0.00	0.00
99-TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

51 -MEDC CAPITAL PROJECTS FUN
REVENUES

		ANNUAL	CURRENT	Y-T-D	% OF	Y-T-D	BUDGET
		BUDGET	PERIOD	ACTUAL	BUDGET	ENCUMB.	BALANCE

????							
300-36050	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
300-36100	INTEREST EARNED- DEMAND ACCO	0.00	0.00	0.00	0.00	0.00	0.00
300-39905	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
300-39921	TRANSFERS IN- MEDC OPERATING	0.00	0.00	0.00	0.00	0.00	0.00
334-33401	U.S.D.O.C. GRT.#08-01-03265	0.00	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----	-----
***	TOTAL REVENUES ***	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

51 -MEDC CAPITAL PROJECTS FUN
11-2016 LOAN-CEED PROJEC
DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

4-PURCHASED PROPERTY SERV						
411-44610 BUILDING REPAIR & MAINT.	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
6-SUPPLIES						
411-64390 MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
7-CAPITAL OUTLAYS						
411-74900 BUILDING ADDITIONS & RENOVAT	0.00	0.00	0.00	0.00	0.00	0.00
411-74950 MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
9-MISCELLANEOUS						
411-94715 DEPOSITORY CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT
AS OF: APRIL 30TH, 2023

51 -MEDC CAPITAL PROJECTS FUN
99-TRANSFERS OUT
DEPARTMENT EXPENSES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE

8-DEBT SERVICE						
499-84741 TRANSFERS OUT-MEDC DEBT	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
** CATEGORY TOTAL **	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** DEPARTMENT TOTAL ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
*** TOTAL EXPENSES ***	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====
*** END OF REPORT ***						

**CITY OF MISSION, TEXAS
MISSION ECONOMIC DEVELOPMENT CORPORATION
FINANCIAL STATEMENTS YTD ENDING 04/30/2023
UNADJUSTED**

		General Fund Fund 21 Actual YTD	Debt Service Fund 41 Actual YTD	Capital Projects Fund 51 Actual YTD
	Total			
Beginning Fund Balance:	\$ 10,905,900.59	\$ 9,360,369.58	\$ 1,529,661.91	\$ 15,869.10
Unadjusted Fund Balance	\$ 10,905,900.59	\$ 9,360,369.58	\$ 1,529,661.91	\$ 15,869.10
Revenues:				
Sales Tax	3,593,811.05	3,593,811.05	-	-
Texas Workforce Comm. Grant	5,923.12	5,923.12	-	-
Reimbursement - EDA Grant	731,640.66	731,640.66	-	-
Reimbursement - Other	181,945.58	181,945.58	-	-
Application & Annual Fees-I.D. Bond	51,803.75	51,803.75	-	-
CEED Rental Fees	97,720.55	97,720.55	-	-
CEED Membership Fees	14,954.52	14,954.52	-	-
CEED Reservation Fees	31,522.00	31,522.00	-	-
CEED Food Truck Rental Fees	10,463.00	10,463.00	-	-
Miscellaneous Income	20.00	20.00	-	-
Interest on Investments	1,898.22	-	1,898.22	-
Sale of Equip & Assets	573,493.98	573,493.98	-	-
Total Revenues:	5,295,196.43	5,293,298.21	1,898.22	-
Transfers In:	1,930,100.66	-	1,930,100.66	-
Total Resources Available:	18,131,197.68	14,653,667.79	3,461,660.79	15,869.10
Expenditures:				
Administrative	632,328.21	632,328.21	-	-
IT	22,178.34	22,178.34	-	-
Facilities	53,383.45	53,383.45	-	-
Economic Development	67,384.02	67,384.02	-	-
Projects/Incentives:				
Incentive- TEKNA Impact LLC	32,500.00	32,500.00	-	-
Incentive Project - Cantu Bungalow	50,000.00	50,000.00	-	-
Manufacturing Project - Wonderful Citrus	300,000.00	300,000.00	-	-
Texas Citrus Fiesta	45,000.00	45,000.00	-	-
Other Infrastructure Projects	37,500.00	37,500.00	-	-
TWC Wagner Peyser	5,923.12	5,923.12	-	-
EDA Grant	955,428.14	955,428.14	-	-
2010 Refunding Bond	652,320.00	-	652,320.00	-
2016 Loan CEED Project (Lone Star)	954,388.20	-	954,388.20	-
2016 Loan-Real Property Frost	54,708.23	-	54,708.23	-
2018 BBVA Compass Loan	548,637.40	-	548,637.40	-
Total Expenditures:	4,411,679.11	2,201,625.28	2,210,053.83	-
Transfers - Out:	1,930,100.66	1,930,100.66	-	-
Ending Fund Balance:	11,789,417.91	10,521,941.85	1,251,606.96	15,869.10
Assets:				
Cash	4,151,834.80	3,598,711.12	536,859.61	16,264.07
Investments	465,308.02	-	465,308.02	-
Prepaid Items	1,000.00	1,000.00	-	-
Redevelopment Asset	2,620,976.79	2,620,976.79	-	-
Accounts Receivable	269,033.03	269,033.03	-	-
Due from Other Funds	260,243.94	9,804.61	250,439.33	-
Due from State Sales Tax	1,075,324.12	1,075,324.12	-	-
Land Held for Resale	3,718,239.02	3,718,239.02	-	-
Total Assets:	12,561,959.72	11,293,088.69	1,252,606.96	16,264.07
Liabilities and Fund Balance:				
Accounts Payable	52,650.59	52,650.59	-	-
Retainage Payable	158,042.22	158,042.22	-	-
Deposit Refunds Payable	2,900.00	2,900.00	-	-
Due To Other Funds	394.97	-	-	394.97
Other Liabilities	11,127.84	10,127.84	1,000.00	-
Deferred Revenue	547,426.19	547,426.19	-	-
Fund Balance: Nonspendable	6,340,215.81	6,340,215.81	-	-
Fund Balance: Reserved for capital	15,869.10	-	-	15,869.10
Fund Balance: Unreserved	4,181,726.04	4,181,726.04	-	-
Total Liabilities and Fund Balance:	\$ 12,561,959.72	\$ 11,293,088.69	\$ 1,252,606.96	\$ 16,264.07

MEDC INCENTIVES / PROJECTS
FY 2022 - 2023 BUDGET
As of June 22, 2023

	FY 22-23 BUDGET	FY 22-23 EXPENSED	FY 22-23 BALANCE
INCENTIVES PROGRAMS			
1 Downtown Facade	25,000	-	25,000
2 Downtown Rent Subsidy	30,000	-	30,000
3 Food Manufacturing Project - Wonderful Citrus	300,000	300,000	-
4 Cantu Bungalow	50,000	50,000	-
5 Remaining Incentive Budget	109,225	32,500	76,725
TOTAL INCENTIVE PROGRAMS	514,225	382,500	131,725
6 INCENTIVE - Ruby Red Program	45,000	-	45,000
7 INCENTIVE - Code the Town	36,000	-	36,000
8 INCENTIVE- SBA Fund	10,000	-	10,000
9 INCENTIVE - New Arts Program	10,000	-	10,000
10 INCENTIVE - CEED SBA	50,000	-	50,000
PROJECTS			
Texas Citrus Fiesta	45,000	45,000	-
City of Mission Projects	1,000,000	-	1,000,000
Other Infrastructure Projects	108,275	57,500	50,775
Category Totals	1,818,500	432,500	1,336,000

Incentive Notes:

- 1 Downtown Façade not to exceed \$50,000 - Based on application by vendor
- 2 Downtown Rent Subsidy not to exceed \$30,000
- 3 Food Manufacturing Project - Wonderful Citrus \$300,000 per year for 10 years not to exceed \$3,000,000
- 4 Cantu Bungalow \$50,000 per year for 10 years
- 5 Remaining Incentive Budget- Additional Budget of \$109,225 added by MEDC Board to allow CEO for 1 time incentive projects.
- 6 Incentive - Ruby Red not to exceed \$45,000.
- 7 Incentive - Code the Town not to exceed \$36,000
- 8 Incentive-SBA Fund- \$10,000 Budget for small business assistance grants for City of Mission businesses
- 9 Incentive - New Arts not to exceed \$10,000
- 10 Incentive-CEED SBA- \$50,000 Budget for small business assistance grants for City of Mission businesses residing at the CEED building.

INCENTIVE PROGRAMS

FY 2022-2023

21-415-94599 (DFIP)

Downtown Façade Improvement Program

1 Vendor

Date Paid	Check No.	Amount	Budget
			25,000

-

Total Downtown Facade Expensed

-

21-415-94600

Downtown Rent Subsidy Program

2 Vendor

Date Paid	Check No.	Amount	Budget
			30,000

Total Expensed -

21-415-94598

Manufacturing Proj. - Wonderful Citrus

3 Vendor

Wonderful Citrus Packing LLC

Date Paid	Check No.	Amount	Budget
10/27/22	8119	300,000	300,000

-

Total Expensed 300,000

INCENTIVE PROGRAMS cont.
FY 2022-2023

21-415-94598

Incentive Proj. - Cantu Bungalow

	Date	Check		Budget
4 Vendor	Paid	No.	Amount	
Cantu Bungalow	01/09/23	8167	50,000	-
Total Expensed			50,000	

21-415-94598

Remaining Incentive Budget

	Date	Check		Budget
5 Vendor	Paid	No.	Amount	
TEKNA Impact LLC	03/10/23	8223	32,500	76,725
Total Expensed			32,500	

Total Expense	Total Budget
382,500.00	514,225
	Remaining Bal.
	131,725

Notes:

- 1 Downtown Façade not to exceed \$50,000 - Based on application by vendor
- 2 Downtown Rent Subsidy not to exceed \$30,000
- 3 Food Manufacturing Project - Wonderful Citrus \$300,000 per year for 10 years not to exceed \$3,000,000
- 4 Cantu Bungalow \$50,000 per year for 10 years
- 5 Remaining Incentive Budget- Additional Budget of \$109,225 added by MEDC Board to allow CEO for 1 time incentive projects.
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- 10 Incentive-CEED SBA- \$50,000 Budget for small business assistance grants for City of Mission businesses residing at the CEED building.

INCENTIVE PROGRAMS cont.
FY 2022-2023

21-415-94601

Small Business (Ruby Red Ventures)

6 Vendor

Date Paid	Check No.	Amount	Budget
			45,000

Total Expensed -

21-415-94602

(Code the Town/Engenuity)

7 Vendor

Date Paid	Check No.	Amount	Budget
			36,000

Total Expensed -

21-415-94603

Incentive-SBA Fund

8 Vendor

Date Paid	Check No.	Amount	Budget
			10,000

Total Expensed -

INCENTIVE PROGRAMS cont.

FY 2022-2023

21-415-94604

Small Bus. Program (New Arts)

9 Vendor

Date	Check	Budget
Paid	No.	
	Amount	10,000

Total Expensed -

21-415-94605

Incentive-CEED SBA

10 Vendor

Date	Check	Budget
Paid	No.	
	Amount	50,000

Total Expensed -

	Total Exp.	Total Budget
Small Bus. Fund	-	151,000
		Remaining Bal.
		151,000

PROJECTS
FY 2022-2023

TEXAS CITRUS FIESTA

			21-415-95110	Budget
Vendor	Date Paid	Check No.	Amount	45,000
Texas Citrus Fiesta	10/27/22	8118	45,000.00	-
				-
Total Texas Citrus Fiesta			45,000.00	-

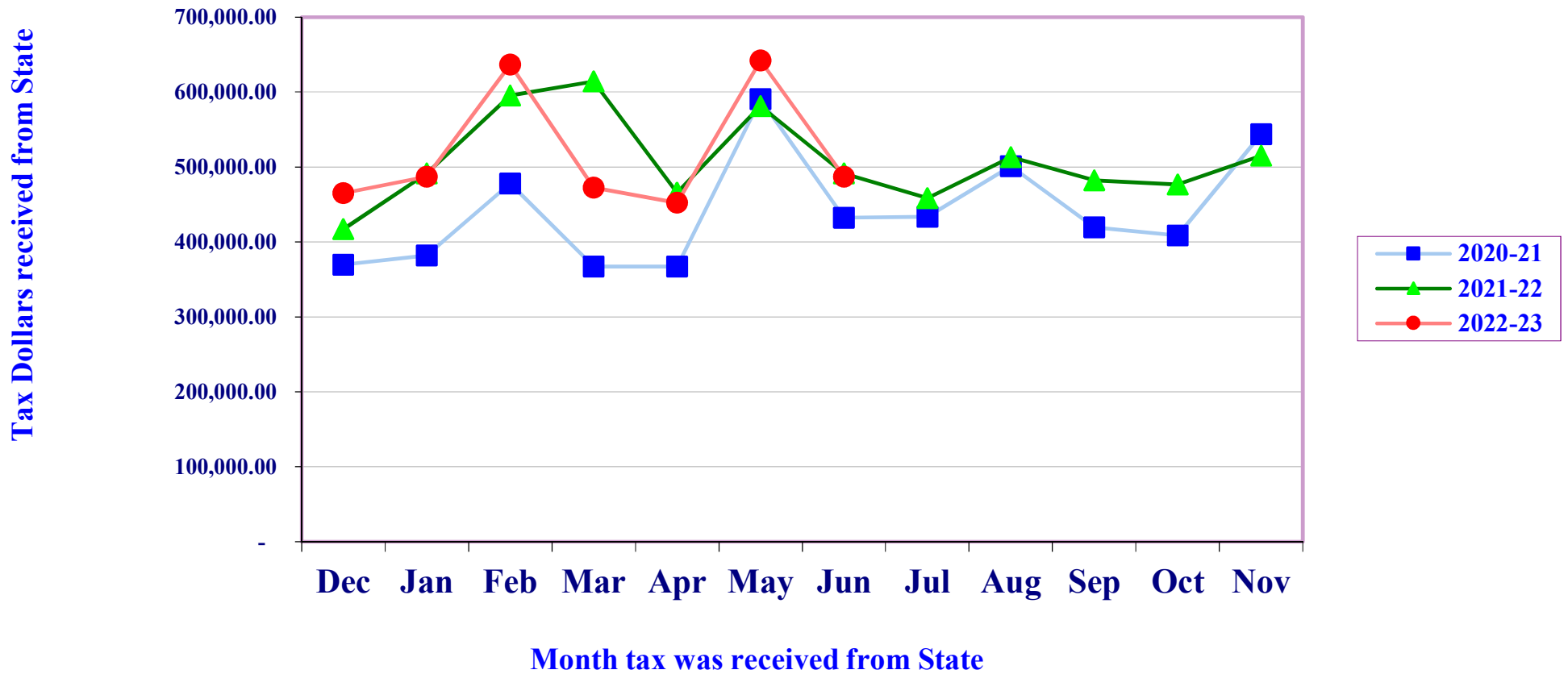
CITY OF MISSION PROJECTS

			21-415-95115	Budget
Projects	Date Paid	JE	Amount	1,000,000
				1,000,000

OTHER INFRASTRUCTURE PROJECTS

			21-415-95122	Budget
Retail Projects				
Vendor	Date Paid	Check No.	Amount	108,275
Domain Development Corp	10/27/22	8112	37,500.00	70,775
Clover Hills Dentistry	05/24/23	8303	20,000.00	50,775
Total Other Infrastructure Projects				

MEDC SALES TAX
Received from the State Comptroller
for the last 3 years



City of Mission, Texas
Schedule of Sales Tax Collections
MEDC Portion

MONTH COLLECTED	MONTH RECEIVED	BUDGET 2023	YTD ACTUAL 2023	\$ Inc (Dec) From Prior Year	% Inc (Dec) From Prior Year	ACTUAL 2022	% Inc (Dec) From Prior Year	ACTUAL 2021	% Inc (Dec) From Prior Year	ACTUAL 2020	% Inc (Dec) From Prior Year	ACTUAL 2019	% Inc (Dec) From Prior Year	ACTUAL 2018
		\$ 6,800,000				\$ 4,200,000		\$ 4,200,000		\$ 3,912,500		\$ 3,912,500		\$ 3,912,500
OCTOBER	DECEMBER	\$ 474,792	\$ 465,102	\$ 47,961	11.50%	\$ 417,141	12.85%	\$ 369,638	34.08%	\$ 358,738	3.42%	\$ 346,890	24.50%	\$ 278,624
NOVEMBER	JANUARY	490,802	486,884	\$ (4,650)	-0.95%	491,534	28.64%	382,101	43.43%	339,457	11.21%	305,235	1.93%	299,465
DECEMBER	FEBRUARY	614,164	636,500	\$ 40,858	6.86%	595,642	24.57%	478,142	119.21%	290,354	-32.77%	431,912	15.21%	374,880
JANUARY	MARCH	471,665	472,259	\$ (141,951)	-23.11%	614,210	67.27%	367,203	43.54%	329,003	5.66%	311,381	0.38%	310,202
FEBRUARY	APRIL	471,563	452,285	\$ (13,404)	-2.88%	465,688	26.85%	367,124	35.53%	333,720	3.40%	322,740	15.26%	280,016
MARCH	MAY	758,429	641,986	\$ 60,690	10.44%	581,296	-1.55%	590,456	73.77%	369,454	1.44%	364,206	-2.63%	374,057
APRIL	JUNE	555,736	486,918	\$ (4,686)	-0.95%	491,603	13.62%	432,654	52.99%	318,268	-9.49%	351,644	20.41%	292,027
MAY	JULY	556,868	458,517	\$ -	0.00%	458,517	5.76%	433,536	22.21%	375,201	6.25%	353,121	18.20%	298,755
JUNE	AUGUST	644,043	513,218	\$ -	0.00%	513,218	2.36%	501,403	21.02%	424,066	12.59%	376,647	7.62%	349,988
JULY	SEPTEMBER	538,651	482,387	\$ -	0.00%	482,387	15.03%	419,353	36.53%	353,330	-1.68%	359,351	12.67%	318,943
AUGUST	OCTOBER	524,851	476,601	\$ -	0.00%	476,601	16.64%	408,609	29.74%	367,358	7.67%	341,197	9.51%	311,559
SEPTEMBER	NOVEMBER	698,434	515,213	\$ -	0.00%	515,213	-5.25%	543,748	22.57%	420,348	13.49%	370,384	-1.34%	375,408
TOTAL CITY SALES TAX COLLECTIONS		\$ 6,800,000	\$ 6,087,869		-0.42%	\$ 6,103,050	15.28%	\$ 5,293,967	23.71%	\$ 4,279,297	1.05%	\$ 4,234,709	9.60%	\$ 3,863,926
VARIANCE OVER (UNDER) BUDGET			\$ (712,131)			\$ 1,903,050		\$ 1,093,967		\$ 366,797		\$ 322,209		\$ (48,574)

**City of Mission Sales Tax
In Comparison to Other Cities
For The Period of April 2023**

Source: State Comptroller

Rio Grande Valley Cities

Fiscal Year	Mission	Brownsville	Edinburg	Harlingen	McAllen	Mercedes	Pharr	Weslaco
2022	\$ 14,567,733	\$ 33,244,351	\$ 20,906,976	\$ 19,525,788	\$ 54,305,281	\$ 4,871,079	\$ 16,567,709	\$ 11,296,984
2021	\$ 14,628,456	\$ 32,077,290	\$ 19,675,493	\$ 18,250,511	\$ 52,348,815	\$ 4,614,302	\$ 16,408,233	\$ 10,552,743
Increase/(Decrease) 2022 vs 2021	\$ (60,724)	\$ 1,167,061	\$ 1,231,483	\$ 1,275,277	\$ 1,956,466	\$ 256,777	\$ 159,476	\$ 744,241
Percent Increase/(Decrease)	-0.42%	3.64%	6.26%	6.99%	3.74%	5.56%	0.97%	7.05%

Other Texas Cities

Fiscal Year	Austin	C. Christi	Dallas	El Paso	Fort Worth	Houston	Laredo	San Antonio
2022	\$ 201,779,325	\$ 56,198,843	\$ 245,205,866	\$ 64,791,651	\$ 135,024,349	\$ 521,268,970	\$ 35,332,848	\$ 277,524,182
2021	\$ 185,835,087	\$ 52,157,570	\$ 230,114,309	\$ 73,464,508	\$ 121,835,155	\$ 479,736,276	\$ 32,226,771	\$ 267,401,030
Increase/(Decrease) 2022 vs 2021	\$ 15,944,237	\$ 4,041,273	\$ 15,091,556	\$ (8,672,857)	\$ 13,189,194	\$ 41,532,694	\$ 3,106,077	\$ 10,123,152
Percent Increase/(Decrease)	8.58%	7.75%	6.56%	-11.81%	10.83%	8.66%	9.64%	3.79%

AGENDA ITEM & RECOMMENDATION SUMMARY

ITEM 4

MEDC X

MEETING DATE: 6/28/2023

Agenda Item: Finance Committee Report

Prepared by: Teclo J. Garcia, CEO

Nature of Request: (Brief Overview)

Attachments: Yes X No

Finance Committee Report will be given by Treasurer Estella Saenz.

Staff Recommendation: Report only

Chief Executive Officer's Recommendation: TV Approved Disapproved None Pending

City Manager's Recommendation: TV Approved Disapproved None Pending

RECORD OF VOTE:

APPROVED: _____
DISAPPROVED: _____
TABLED: _____

AYES

NAYS

DISSENTING _____

AGENDA ITEM & RECOMMENDATION SUMMARY

ITEM 5

MEDC X

MEETING DATE: 6/28/2023

Agenda Item: Deliberation & possible action for the approval of a final version of the Economic Development Performance Agreement between Mission Economic Development Corporation and Brand Geniuz, subject to approval by legal counsel

Presented by: Teclo J. Garcia, CEO

Nature of Request: (Brief Overview)

Attachments: Yes X No

Attached is a final version of the Economic Development Performance Agreement between Mission EDC and Brand Geniuz. Legal counsel has reviewed the agreement and approval is recommended by the CEO and staff.

Chief Executive Officer's Recommendation: TV Approved Disapproved None Pending

City Manager's Recommendation: MP Approved Disapproved None Pending

RECORD OF VOTE:

APPROVED: _____
DISAPPROVED: _____
TABLED: _____

AYES

NAYS

DISSENTING _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (this "Agreement") is made and entered into by and between the **Mission Economic Development Corporation**, a Texas Economic Development Corporation and governed by Texas Local Government Code chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act ("MEDC") and **Brand Geniuz LLC**, a Texas Limited Liability Company **DBA Brand Geniuz**, ("Company") on this day 1st day of March 2023 (the "Effective Date"). MEDC and Company are sometimes referred to as "Party" and are sometimes collectively referred to as parties.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, the MEDC is a Type B economic development corporation, and a Texas non-profit corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Company is a fast-growing company founded and based in the Rio Grande Valley whose primary business is providing specialized marketing, advertising and communications services and app-building business for private-sector firms and public-sector organizations throughout the Rio Grande Valley and Texas (the "Business"); and

WHEREAS, Chapter 501 of the Texas Local Government Code requires this Agreement to provide at a minimum a schedule of jobs to be created or retained by MEDC's investment and a provision specifying the terms and conditions upon which repayment must be made should Company fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, the Company desires to locate its current 10 employees (primary jobs), operations, and equipment to the Mission EDC Center for Education and Economic Development (the "CEED Building") at 801 N. Bryan Road, Mission Texas and lease 1,600 square of space in the CEED Building;

WHEREAS, the Company also intends to produce an additional 7 new full-time jobs within the first 24 months of operation with an average salary of at least \$30,000 (annual) while retaining them for at least (three) years (the "Jobs"); and

WHEREAS, Company has agreed, in exchange for and as consideration for the incentives offered by the MEDC, to satisfy and comply with the terms and conditions hereinafter set forth, sign

a 3-year lease (the “Lease”) to occupy space at the CEED Building, and provide a measurable amount of in-kind digital marketing services to the Mission EDC; and

WHEREAS, the MEDC has concluded and hereby finds that this Agreement substantially advances a legitimate interest of the MEDC by promoting economic development, attracting new business to Mission, Texas, creating high-skilled jobs, increasing employment, and generating new revenue for jurisdictions in Hidalgo County, which will help stimulate the overall local economy; and

WHEREAS, the MEDC’s Board of Directors have determined the financial assistance provided to Company pursuant to this Agreement is consistent and meets the definition of “project” and “costs” as those terms are defined Chapter 501 of the Texas Local Government Code.

WHEREAS, the Company understands and agrees that MEDC has relied upon Company’s representations, warranties, and agreements, as set forth and provided for in this Agreement; and

NOW, THEREFORE, by and in consideration of the mutual covenants and agreements contained herein, the MEDC Board of Directors and Company hereby agree as follows:

ARTICLE I TERM

The term of this Agreement shall be for a period of three (3) years, commencing upon the Effective Date and as further described herein below.

ARTICLE II DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Affiliate" means any entity directly or indirectly controlling or controlled by under direct or indirect common control with, or which directly or indirectly owns voting securities of an entity directly or indirectly controlled by, such specific entity.

"CEED Building" has the meaning stated in the Recitals.

"Company" has the meaning stated in the Recitals.

"Jobs" has the meaning stated in the Recitals.

Measurement Term(s) is the date upon which the determination is made as to whether Company is in compliance with creating and/or maintaining the New Local Job positions represented by the Company. Measurement Dates shall be:

(1) Year One: April 1, 2023 to March 30, 2024

(2) Year Two: April 1, 2024 to March 30, 2025

(3) Year Three: April 1, 2025 to March 30, 2026

"MEDC" has the meaning stated in the Recitals.

"New Local Job" is a full time (30 hours per week) job employed by the Company at its location in Mission, Texas, on a full-time permanent basis. The job should be dependent on the Company locating

to Mission, Texas (i.e. the position would not exist if Company ceases operations in Mission), AND the Company must make reasonable good faith efforts to ensure that some new local hires are Mission residents.

"Program Grant Payment" shall have the meaning stated in Section 3.1 of this Agreement.

"Project" means the establishment of firm's headquarters and operations at the Mission EDC CEED Building, taking up at least 1,200 square feet, signing a 3-year lease, and creating up 21 jobs.

"Project Term" shall mean a period beginning on Effective Date and continuing for a period of three (3) years.

ARTICLE III

JOB CREATION AND OTHER COMMITMENTS GUARANTEED BY COMPANY

The Company agrees to the following commitments and conditions precedent set forth in exchange for the economic incentives provided by MEDC:

3.1 PROGRAM GRANT (INCENTIVES). Subject to Company's satisfaction of and compliance with all the terms and conditions of this Agreement, including without limitation the requirements set forth below, the MEDC agrees to pay Company a program grant in the maximum amount of Fifty-Five Thousand Dollars and no cents (\$55,000.00) (the "Program Grant Payment"), to be paid in two installments provided herein. The Program Grant Payment made hereunder shall be paid solely from lawfully available funds that have been appropriated by the MEDC.

3.2 CONDITIONS TO GRANT PAYMENTS. The MEDC's obligation to make the Program Grant Payment shall be conditioned upon Company's compliance with and satisfaction of all the terms and conditions of this Agreement, including without limitation, each of the conditions set forth below:

- A. First Grant Payment** of Thirty-Five Thousand Dollars (\$35,000) 120 days after the date the Company begins its occupancy of the CEED Building under the Lease (the "Occupancy Date") and upon the submission of request for payment and completion of all the following to reasonable satisfaction of the MEDC:
 - 1. A signed lease agreement for three years (36 months) for the CEED Building.
 - 2. A personnel roster demonstrating the Company employs at least 10 people on the Occupancy Date.
 - 3. A commitment in writing to onboard a student intern affiliated with the University of Texas-Rio Grande Valley ("UTRGV") from Mission for each year of the contract with an employment period of no less than four months (or 1 semester per year).
- B. Second Grant Payment** of Twenty Thousand Dollars or \$20,000 after completing one year at the CEED (March 1, 2024) in good standing and upon the submission of request for payment and completion of all the following to reasonable satisfaction of the MEDC:
 - 1. A personnel roster (or complete plan for hire) demonstrating the Company has hired at least four (4) additional employees (at an average annual salary of at least \$30,000) and documented plan to hire three (3) more employees within the next year.
 - 2. Company must make a good-faith effort to employ at least three (3) of the new seven (7) jobs are held by Mission residents.
 - 3. Provide annual personnel roster to MEDC Financial Officer on March 1 in years 1, 2 and 3 of the agreement in order to comply with employment conditions.
- C. Other conditions:**
 - 1. Lease of space. Company must enter into a lease (the "Lease") for a 1,552 square foot office space at the CEED Building (the "Leased Premises") for a term of three (3) years

at a standard rate and amenities to be stipulated in the Lease. The Leased premises is depicted in **EXHIBIT A** and a proposed form of the Lease is attached as **EXHIBIT B**.

2. In-kind services: Company will assist MEDC personnel up to 6 hours a month, 10 months a year (does not include December and July) with digital marketing strategy, social media instruction, technical assistance and content production.
3. Clarification on Payment. Company will only be entitled to claim incentives for jobs created and maintained by Company at Company's office located in the Mission, Texas.
4. Amendment. The schedule for job creation and retention may be amended in writing by the mutual agreement of the parties and majority vote of the MEDC Board of Directors, to provide for flexibility in complying with the goals of the creation and retention of jobs in Mission, Texas. The MEDC shall, however, have no duty or obligation to amend or adjust the schedule set forth in this Agreement.
5. Community Outreach Donation. Within 120 days of the opening of the Project to the public, the Company shall commit TWO THOUSAND DOLLARS (\$2,000.00) to benefit community-oriented organizations, projects, civic events, and or other public purposes within the City of Mission as determined by and agreed to by the Company and the MEDC Board of Directors. Donation(s) can be made at once or scheduled over a 2-year period.
6. Membership with Mission Chamber of Commerce. Maintain a "Premium" annual membership with the Mission Chamber of Commerce for during the Project Term.

3.3 ACKNOWLEDGEMENT. Company acknowledges that the incentives being provided to Company by MEDC are economic incentives for the creation and retention of jobs in the Mission, Texas and other Company commitments described herein. Company further acknowledges that the benefits to MEDC will be lost if Company terminates its operations in the Mission, Texas, prematurely without satisfying the job creation and other Company commitments set forth in this Agreement.

3.4 REPORTING REQUIREMENTS. Company shall provide annual reports to MEDC. The reports shall be due on or before the first (1) of March in 2024, 2025 and 2026. The reports shall provide all information reasonably necessary to verify compliance with the terms of this Agreement, including Texas Workforce Commission employment reports. The Program Grant Payment will not be paid in the event of default by Company on any of the terms of this Agreement.

3.5 CLAW BACK. Company stipulates that MEDC's payments under this Agreement are conditional upon Company's performance in creating and retaining of jobs in the Mission, Texas, and other Company commitments described herein. Should Company fail to comply with the job creation and retention requirements and other Company commitments established herein, Company shall repay MEDC the pro rata portion of the relevant Program Grant Payment.

ARTICLE IV DEFAULT AND TERMINATION

4.1 NOTICE AND OPPORTUNITY TO CURE. A default occurs when a party fails to perform any of its obligations hereunder. The non-defaulting party shall give the defaulting party written notice of the default with a ten (10) day opportunity to cure. If the defaulting party fails to cure the default within the ten (10) day opportunity to cure period, then the non-defaulting party may terminate this Agreement.

4.2 TERMINATION. This Agreement may also be terminated unilaterally in the event of any occurrence (e.g., bankruptcy, dissolution, or government action) that prevents the other party from performing its obligations under this Agreement.

4.3 LIMITATION ON REMEDIES. In the event of a termination of this Agreement for any reason prior to the expiration, the parties sole remedy shall be actual money damages.

4.4 ATTORNEYS FEES. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees, court costs and other costs.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF MEDC

5.1 MEDC represents and warrants that:

(a) MEDC is a Texas Economic Development Corporation and has the power to enter into and has taken all required actions to date required to authorize this Agreement and carry out its obligations hereunder.

(b) MEDC knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of MEDC or its members with respect to this Agreement that has not been disclosed to Company.

(c) MEDC knows of no law, order, rule or regulation applicable to the MEDC or to the MEDC's governing documents that would be contravened by, or conflict with the execution and delivery of this Agreement.

(d) This Agreement constitutes a valid and binding obligation of MEDC, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or equity. Subject to the indemnity provided by this Agreement, MEDC will defend the validity of this Agreement in the event of any litigation arising hereunder that names MEDC as a party or which challenges the authority of MEDC to enter or perform its obligations hereunder.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF COMPANY

6.1 Company represents and warrants that:

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term. As used herein, the term "good standing" means the status of Company with the Comptroller of the State of Texas shall be "Active".

(b) No litigation or governmental proceeding is pending or, to the knowledge of Company, threatened against or affecting Company with respect to the Property or the Project that may result in any material adverse change in Company business or operation.

(c) No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against Company, and Company has not been informed of any potential involuntary bankruptcy proceedings.

(d) Company shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of the City of Mission, the State of Texas, and Hidalgo County taxing

jurisdictions with respect to the Project throughout the Project Term; provided Company or its Affiliates may contest any such taxes as provided for by applicable law.

ARTICLE VII

DEFAULT, TERMINATION, AND REMEDIES

7.1 COMPANY'S REPRESENTATIONS AND COVENANTS LIMITED TO THE PROJECT. MEDC agrees and acknowledges that Company's representations, warranties, covenants, agreements and performance obligations under this Agreement are limited to and apply exclusively to the operations of Company for the Project and any determination as to whether Company is in violation or Default of this Agreement will be limited to Company's operations for the Project.

7.2 TERMINATION FOR MISREPRESENTATION. Notwithstanding any provision for notice of non-compliance and any opportunity to cure, MEDC may terminate this Agreement immediately by providing written notice to Company if Company, its officers or signatories to this Agreement intentionally misrepresented or misrepresent any material fact or information: (a) upon which the MEDC relied in entering into this Agreement; (b) upon which the MEDC relies in making an incentive payment; or (c) as an inducement for the MEDC to make an incentive payment.

7.3 COMPANY DEFAULT; MEDC REMEDIES.

(a) **Company Default.** Company will be deemed to be in "Default" of this Agreement only if it fails to comply with any material provision of this Agreement and does not cure such failure within sixty (60) days after receipt of notice from MEDC describing such failure in reasonable detail; provided, such failure shall not be a Default if such failure is not reasonably susceptible to cure within 60 days and Company commences curing such failure within such 60- day period and thereafter continuously and diligently pursues such cure to completion.

(b) **MEDC Remedies.** Upon Default by Company, MEDC has the right to terminate this Agreement and/or pursue any legal or equitable remedies it may have under this Agreement or applicable law

7.4 MEDC DEFAULT; COMPANY REMEDIES.

(a) **MEDC Default.** MEDC will be deemed to be in "Default" of this Agreement only if it fails to substantially comply with any material provision of this Agreement and does not cure such failure within sixty (60) days after receipt of notice from Company describing such failure in reasonable detail; provided, such failure shall not be a Default if such failure is not reasonably susceptible to cure within 60 days and MEDC commences curing such failure within such 60-day period and thereafter continuously and diligently pursue such cure to completion.

(b) **Company Remedies.** Upon Default by the MEDC, Company has the right to terminate this Agreement and/or pursue any legal or equitable remedies it may have under this Agreement or applicable law. Notwithstanding anything to the contrary in this Agreement, Company expressly releases MEDC from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

7.5 OVERPAYMENTS.

(a) Notwithstanding the limitations on remedies in this Article, it is understood and agreed that, because the payments provided for herein are from public funds, any verified overpayments to

Company may be recovered by MEDC or, at the MEDC's sole discretion, through available remedies at law or in equity, or by reducing future incentive payments by the amount of an overpayment.

7.6 Indemnity. COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD MEDC AND THE CITY OF MISSION ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE COMPANY HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF COMPANY TO MAINTAIN A PLACE OF BUSINESS IN THE CITY OF MISSION, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON PERFORMANCE BY COMPANY UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE MEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID TO COMPANY HEREIN.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 BINDING AGREEMENT. Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

8.2 SEPARATE STATUS. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

8.3 CONSTRUCTION AND INTERPRETATION.

(a) Whenever required by the context of this Agreement,

(i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and

(ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation" or "but not limited to" are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(b) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

8.4 **SEVERABILITY.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

8.5 **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

8.6 **EXHIBITS.** All exhibits attached to this Agreement are incorporated herein by reference and are expressly made part of this Agreement as if copied verbatim.

8.7 **NOTICE.** Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

FOR THE MISSION ECONOMIC DEVELOPMENT CORPORATION:

Mission Economic Development Corporation
ATTN: Teclo Garcia
Chief Executive Officer
801 N. Bryan Road
Mission, TX 78572

WITH COPY TO:

ATTN: Stephanie Palacios
Financial Officer
801 Bryan Road
Mission, TX 78572

FOR THE COMPANY:

Brand Geniuz, LLC
Attn: Yaw Sam
Chief Executive Officer
Center for Education & Economic Development
801 N. Bryan Road
Mission, TX 78572

8.8 **GOVERNING LAW.** This Agreement and the relationship between the Parties shall be governed by the laws of the State of Texas, and venue for any action pertaining to this Agreement shall be in the State District Court of Hidalgo County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of the said Court.

8.9 **EFFECTIVE DATE.** This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

8.10 **PUBLIC AND CONFIDENTIAL INFORMATION.** Information provided by or on behalf of Company pursuant to this Agreement that Company considers to be proprietary and/or confidential and marked as such shall be maintained by MEDC as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act ("Act"), MEDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests and Company shall be responsible for defending the confidentiality of such information.

8.11 **AUTOMATIC TERMINATION.** In the event Company elects not to proceed with the Project, Company will notify MEDC in writing and this Agreement and the obligations of the Parties hereunder shall automatically terminate and be of no further force or effect as of the date of such notice. If a term, covenant or condition of this Agreement does not have an earlier express termination date, all terms covenants and conditions of this Agreement shall automatically terminate upon the expiration of the Project Term.

8.12 **UNDOCUMENTED WORKERS.** During the term of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, Company agrees to not knowingly employ any undocumented worker and if convicted of a violation under 8 U.S.C § 1324a(f), grant payments shall terminate.

8.13 **NOT ENGAGED IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORSIST ORGANIZATION.** Pursuant to Section 22.152, Texas Government Code, Company warrants, represents, and agrees that Company is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engaged in business with Sudan, Iran or a foreign terrorist organization.

8.14 **VERIFICATION OF NO BOYCOTT OF ISRAEL.** Pursuant to Section 2271.002, Texas Government Code, the MEDC may not enter into a contract for goods or services unless the contract contains a written verification that the contracting party: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing this Agreement, Company verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement.

8.15 **INCORPORATION OF RECITALS.** The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

EXECUTED as indicated to be effective on March 1, 2023.

MISSION ECONOMIC DEVELOPMENT CORPORATION

TECLO GARCIA
CHIEF EXECUTIVE OFFICER

DATE

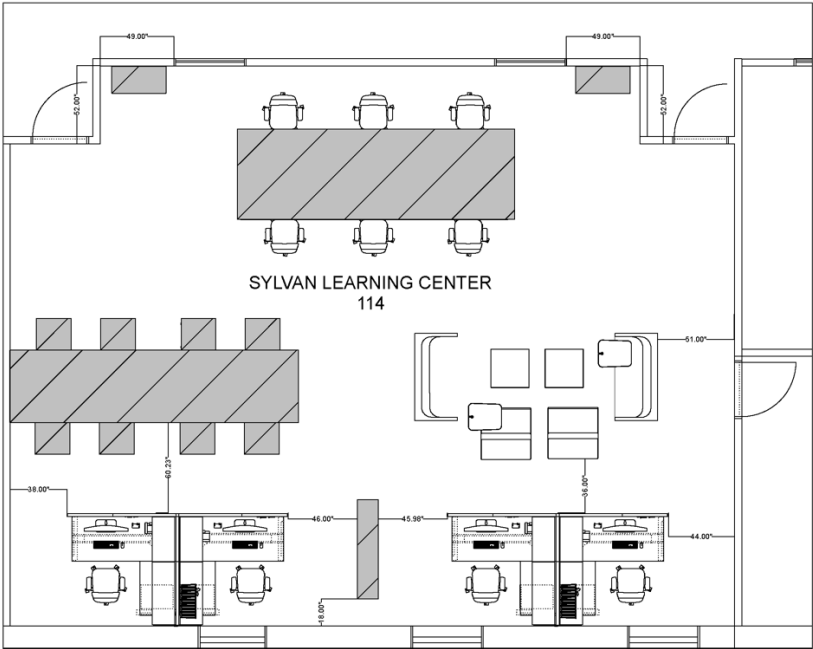
BRAND GENIUZ, LLC

YAW SAM
CHIEF EXECUTIVE OFFICER

DATE

EXHIBIT A: THE LEASED PREMISES

MISSION CEED - ROOM 114



Plan View



3D View

Panel system must be hardwire to building by professional electrician.

EXHIBIT B: THE LEASE

AGENDA ITEM & RECOMMENDATION SUMMARY

ITEM 6

MEDC X

MEETING DATE: 6/28/2023

Agenda Item: Deliberation and possible action to approve Invoice #13 from the City of Mission in the amount of \$625,486.38 related to an EDA grant project

Prepared by: Teclo J. Garcia, CEO

Nature of Request: (Brief Overview)

Attachments: Yes X No

This invoice is a reimbursement to the City of Mission as payment for work performed by Melden & Hunt and related to the Shary Village Industrial Park. The City of Mission oversaw the project's procurement process and Melden & Hunt was awarded the contract in December 2020. The payment will be made from the \$3 million grant awarded to MEDC from the U.S. Department of Commerce, Economic Development Administration in partnership with the Killam Family Development for the use of drainage infrastructure related to the property the Killam Family has acquired from Hunt Development.

The invoice, along with supporting documents, is attached.

Staff Recommendation: Approval

Chief Executive Officer's Recommendation: JG Approved Disapproved None Pending

City Manager's Recommendation: MP Approved Disapproved None Pending

RECORD OF VOTE:

APPROVED: _____
DISAPPROVED: _____
TABLED: _____

AYES

NAYS

DISSENTING _____

EDA invoice#13

Melden & Hunt	\$	4,823.90	Ck#233984
Melden & Hunt	\$	10,644.00	Ck#233984
Melden & Hunt	\$	5,887.50	Ck#233984
Melden & Hunt	\$	12,617.40	Ck#233984
Melden & Hunt	\$	5,000.00	Ck#233984
Posillico Civil, Inc	\$	326,066.80	Ck#8338
Posillico Civil, Inc	\$	260,446.78	Ck#8338
Grand Total	\$	625,486.38	

CITY OF MISSION

Finance Department

1201 E. 8th Street
Mission, TX 78572
Phone 956.580.8685 Fax 956.580.8612



INVOICE #13

DATE: June 23, 2023

MEDC

Attn: Teclo Garcia

DUE DATE: August 22, 2023

DESCRIPTION		AMOUNT
Economic Adjustment Assistance Water and Sewer Repairs (Max Reimb. \$3,750,000)		
INVOICES:		
Melden & Hunt Inc.		419,782.92
Union Pacific Railroad		6,000.00
Posillico Civil, Inc		3,604,514.13
Subtotal:		\$ 4,030,297.05
PAYMENTS:		
FY20-21		(68,957.25)
FY21-22		(1,049,833.09)
CK#1008 10/12/2022		(638,981.28)
CK#1009 10/28/2022	\$	(323,213.93)
CK#1010 12/09/2022	\$	(471,011.80)
CK#1027 02/24/2023	\$	(354,858.84)
CK#1011 03/01/2023	\$	(159,770.55)
CK#1012 04/05/2023	\$	(180,776.21)
CK#1013 04/05/2023	\$	(157,407.72)
Subtotal:		(3,404,810.67)
		\$ 625,486.38
AMOUNT DUE		\$ 625,486.38

Make all checks and money orders payable to: **CITY OF MISSION**

Mail To: **City of Mission**
1201 E. 8th Street

BALANCE \$ 625,486.38

**CITY OF MISSION
GENERAL CLAIMS POOL ACCOUNT**

233984

99-02285 ** MELDEN & HUNT INC **

233984 06/08/2023

ID	P.O. NUMBER	INV DATE	GROSS	DISCOUNT	AMOUNT
SHARY VILLAGE ROADWAY	00093458	0084451	4,823.90	0.00	4,823.90 ✓
SHARY VILLAGE ROADWAY	00093458	0085213	10,644.00	0.00	10,644.00 ✓
SHARY VILLAGE ROADWAY	00093458	0085472	5,887.50	0.00	5,887.50 ✓
SHARY VILLAGE ROADWAY	00093458	0085731	12,617.40	0.00	12,617.40 ✓
SHARY VILLAGE ROADWAY	00093458	0086068	5,000.00	0.00	5,000.00 ✓
BENTSEN PALM DEVELOPMENT	00093406	0086074	1,093.30	0.00	1,093.30 ✓
MISSION NWTP FILTER REHAB	00093483	0086080	4,050.00	0.00	4,050.00 ✓

74-1737959

TOTALS:

44,116.10

Invoice

MELDEN & HUNT, INC.
Consulting Engineers
115 West McIntyre
Edinburg, Texas 78541

Mission Economic Development Corp.
c/o Joel Garza, Interim CEO
801 N. Bryan Rd.
Mission, TX 78572

January 31, 2023
Project No: 20075.00
Invoice No: 0085213

Project 20075.00 Mission EDC: Sharyland Business Pk PH I
Engineering Services - Sharyland Business Park Phase I
Professional Services from January 1, 2023 to January 31, 2023
Fee

Billing Phase	Fee	Percent Complete	Earned
Subdivision Plat -Submittals	17,120.00	100.00	17,120.00
Subdivision Platting Process/Meetings	12,880.00	95.00	12,236.00
Eng Design-PS&E Plans	54,975.00	100.00	54,975.00
Eng Design-PS&E Specifications	31,115.00	100.00	31,115.00
Eng Design-Preliminary Phase	54,295.00	100.00	54,295.00
Eng Design-Final Phase	48,445.00	100.00	48,445.00
Contracts	23,570.00	100.00	23,570.00
Construction Coord/Inspections	53,285.00	90.00	47,956.50
Construction Engineering	43,193.00	90.00	38,873.70
Engineering-As-Built of Plans	11,775.00	0.00	0.00
Testing (by others)	50,000.00	70.00	35,000.00
Total Fee	400,653.00		363,586.20
		Previous Fee Billing	352,942.20
		Current Fee Billing	10,644.00
Total Fee			10,644.00
	Total this Project		\$10,644.00

Project 20075.02 Mission EDC:Survey- Sharyland Bus.Pk PHI
Surveying Services - Mission EDC Sharyland Business Park Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Boundary Survey	10,595.00	100.00	10,595.00
Topographical Survey	10,595.00	100.00	10,595.00
Existing Utilities Survey	10,585.00	100.00	10,585.00
Total Fee	31,775.00		31,775.00
		Previous Fee Billing	31,775.00
		Current Fee Billing	0.00

Project	20075.00	Mission EDC: Sharyland Business Pk PH I	Invoice	0085213
Total Fee				0.00
Total this Project				0.00

Billings to Date

	Current	Prior	Total
Fee	0.00	31,775.00	31,775.00
Totals	0.00	31,775.00	31,775.00

 Project 20075.03 MissionEDC:Constr-Sharyland Bus.Pk PH I
 Surveying Services - Mission EDC Sharyland Business Park Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Staking Services	30,887.00	0.00	0.00
Total Fee	30,887.00		0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
Total Fee			0.00
	Total this Project		0.00
	Total this Invoice		\$10,644.00

[Signature] 5/24/23

Credit Card payments carry a standard 3.99% processing fee.
 Debit cards carry a standard 1.50% processing fee.

Invoice

MELDEN & HUNT, INC.
Consulting Engineers
115 West McIntyre
Edinburg, Texas 78541

Mission Economic Development Corp.
c/o Joel Garza, Interim CEO
801 N. Bryan Rd.
Mission, TX 78572

March 31, 2023
Project No: 20075.00
Invoice No: 0085731

Project 20075.00 Mission EDC: Sharyland Business Pk PH I
Engineering Services - Sharyland Business Park Phase I

Professional Services from March 1, 2023 to March 31, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Subdivision Plat -Submittals	17,120.00	100.00	17,120.00
Subdivision Platting Process/Meetings	12,880.00	100.00	12,880.00
Eng Design-PS&E Plans	54,975.00	100.00	54,975.00
Eng Design-PS&E Specifications	31,115.00	100.00	31,115.00
Eng Design-Preliminary Phase	54,295.00	100.00	54,295.00
Eng Design-Final Phase	48,445.00	100.00	48,445.00
Contracts	23,570.00	100.00	23,570.00
Construction Coord/Inspections	53,285.00	95.00	50,620.75
Construction Engineering	43,193.00	95.00	41,033.35
Engineering-As-Builts of Plans	11,775.00	50.00	5,887.50
Testing (by others)	50,000.00	80.00	40,000.00
Total Fee	400,653.00		379,941.60
		Previous Fee Billing	369,473.70
		Current Fee Billing	10,467.90
Total Fee			10,467.90

Reimbursable Expenses

Misc Reimbursable Expense			
3/3/2023	P & C Oil Field Service LLC	10' PVC Irrigation line	1,948.50
3/7/2023	Hidalgo County Clerk's Office	RECORDING FEE	181.00
3/23/2023	TEXAS NATIONAL BANK MHI CASH	HIDALGO COUNTY TAX CERTIFICATES (2)	20.00
Total Reimbursables			2,149.50
Total this Project			\$12,617.40

Project 20075.02 Mission EDC:Survey- Sharyland Bus.Pk PHI
Surveying Services - Mission EDC Sharyland Business Park Phase I

Fee

Billing Phase	Fee	Percent Complete	Earned
Boundary Survey	10,595.00	100.00	10,595.00

Project	20075.00	Mission EDC: Sharyland Business Pk PH I	Invoice	0085731
Topographical Survey		10,595.00	100.00	10,595.00
Existing Utilities Survey		10,585.00	100.00	10,585.00
Total Fee		31,775.00		31,775.00
			Previous Fee Billing	31,775.00
			Current Fee Billing	0.00
		Total Fee		0.00
			Total this Project	0.00

Billings to Date

	Current	Prior	Total
Fee	0.00	31,775.00	31,775.00
Totals	0.00	31,775.00	31,775.00

Project 20075.03 MissionEDC:Constr-Sharyland Bus.Pk PH I
Surveying Services - Mission EDC Sharyland Business Park Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Staking Services	30,887.00	0.00	0.00
Total Fee	30,887.00		0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
	Total Fee		0.00
		Total this Project	0.00
		Total this Invoice	\$12,617.40

J. 5/24/23

Credit Card payments carry a standard 3.99% processing fee.
Debit cards carry a standard 1.50% processing fee.

Invoice

MELDEN & HUNT, INC.
Consulting Engineers
115 West McIntyre
Edinburg, Texas 78541

Mission Economic Development Corp.
c/o Joel Garza, Interim CEO
801 N. Bryan Rd.
Mission, TX 78572

October 31, 2022
Project No: 20075.00
Invoice No: 0084451

Project 20075.00 Mission EDC: Sharyland Business Pk PH I
Engineering Services - Sharyland Business Park Phase I

Professional Services from October 1, 2022 to October 31, 2022

Fee

Billing Phase	Fee	Percent Complete	Earned
Subdivision Plat -Submittals	17,120.00	100.00	17,120.00
Subdivision Platting Process/Meetings	12,880.00	75.00	9,660.00
Eng Design-PS&E Plans	54,975.00	100.00	54,975.00
Eng Design-PS&E Specifications	31,115.00	100.00	31,115.00
Eng Design-Preliminary Phase	54,295.00	100.00	54,295.00
Eng Design-Final Phase	48,445.00	100.00	48,445.00
Contracts	23,570.00	100.00	23,570.00
Construction Coord/Inspections	53,285.00	75.00	39,963.75
Construction Engineering	43,193.00	75.00	32,394.75
Engineering-As-Built of Plans	11,775.00	0.00	0.00
Testing (by others)	50,000.00	0.00	0.00
Total Fee	400,653.00		311,538.50
		Previous Fee Billing	306,714.60
		Current Fee Billing	4,823.90
Total Fee			4,823.90
	Total this Project		\$4,823.90

Project 20075.02 Mission EDC:Survey- Sharyland Bus.Pk PHI
Surveying Services - Mission EDC Sharyland Business Park Phase I

Fee

Billing Phase	Fee	Percent Complete	Earned
Boundary Survey	10,595.00	100.00	10,595.00
Topographical Survey	10,595.00	100.00	10,595.00
Existing Utilities Survey	10,585.00	100.00	10,585.00
Total Fee	31,775.00		31,775.00
		Previous Fee Billing	31,775.00
		Current Fee Billing	0.00

Project	20075.00	Mission EDC: Sharyland Business Pk PH I	Invoice	0084451
Total Fee				0.00
Total this Project				0.00

Billings to Date

	Current	Prior	Total
Fee	0.00	31,775.00	31,775.00
Totals	0.00	31,775.00	31,775.00

Project 20075.03 MissionEDC:Constr-Sharyland Bus.Pk PH I
Surveying Services - Mission EDC Sharyland Business Park Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Staking Services	30,887.00	0.00	0.00
Total Fee	30,887.00		0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
Total Fee			0.00
	Total this Project		0.00
	Total this Invoice		\$4,823.90

L. 5/24/23

Credit Card payments carry a standard 3.99% processing fee.
Debit cards carry a standard 1.50% processing fee.

Invoice

MELDEN & HUNT, INC.
Consulting Engineers
115 West McIntyre
Edinburg, Texas 78541

Mission Economic Development Corp.
c/o Joel Garza, Interim CEO
801 N. Bryan Rd.
Mission, TX 78572

February 28, 2023
Project No: 20075.00
Invoice No: 0085472

Project 20075.00 Mission EDC: Sharyland Business Pk PH I
Engineering Services - Sharyland Business Park Phase I

Professional Services from February 1, 2023 to February 28, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Subdivision Plat -Submittals	17,120.00	100.00	17,120.00
Subdivision Platting Process/Meetings	12,880.00	95.00	12,236.00
Eng Design-PS&E Plans	54,975.00	100.00	54,975.00
Eng Design-PS&E Specifications	31,115.00	100.00	31,115.00
Eng Design-Preliminary Phase	54,295.00	100.00	54,295.00
Eng Design-Final Phase	48,445.00	100.00	48,445.00
Contracts	23,570.00	100.00	23,570.00
Construction Coord/Inspections	53,285.00	90.00	47,956.50
Construction Engineering	43,193.00	90.00	38,873.70
Engineering-As-Builts of Plans	11,775.00	50.00	5,887.50
Testing (by others)	50,000.00	70.00	35,000.00
Total Fee	400,653.00		369,473.70
		Previous Fee Billing	363,586.20
		Current Fee Billing	5,887.50
Total Fee			5,887.50
		Total this Project	\$5,887.50

Project 20075.02 Mission EDC:Survey- Sharyland Bus.Pk PHI
Surveying Services - Mission EDC Sharyland Business Park Phase I

Fee

Billing Phase	Fee	Percent Complete	Earned
Boundary Survey	10,595.00	100.00	10,595.00
Topographical Survey	10,595.00	100.00	10,595.00
Existing Utilities Survey	10,585.00	100.00	10,585.00
Total Fee	31,775.00		31,775.00
		Previous Fee Billing	31,775.00
		Current Fee Billing	0.00

Project	20075.00	Mission EDC: Sharyland Business Pk PH I	Invoice	0085472
Total Fee				0.00
			Total this Project	0.00

Billings to Date

	Current	Prior	Total
Fee	0.00	31,775.00	31,775.00
Totals	0.00	31,775.00	31,775.00

Project 20075.03 MissionEDC:Constr-Sharyland Bus.Pk PH I
Surveying Services - Mission EDC Sharyland Business Park Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Staking Services	30,887.00	0.00	0.00
Total Fee	30,887.00		0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
	Total Fee		0.00
		Total this Project	0.00
		Total this Invoice	\$5,887.50

L. 5/24/23

Credit Card payments carry a standard 3.99% processing fee.
Debit cards carry a standard 1.50% processing fee.

Invoice

MELDEN & HUNT, INC.
Consulting Engineers
115 West McIntyre
Edinburg, Texas 78541

Mission Economic Development Corp.
c/o Joel Garza, Interim CEO
801 N. Bryan Rd.
Mission, TX 78572

April 30, 2023
Project No: 20075.00
Invoice No: 0086068

Project 20075.00 Mission EDC: Sharyland Business Pk PH I
Engineering Services - Sharyland Business Park Phase I

Professional Services from April 1, 2023 to April 30, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Subdivision Plat -Submittals	17,120.00	100.00	17,120.00
Subdivision Platting Process/Meetings	12,880.00	100.00	12,880.00
Eng Design-PS&E Plans	54,975.00	100.00	54,975.00
Eng Design-PS&E Specifications	31,115.00	100.00	31,115.00
Eng Design-Preliminary Phase	54,295.00	100.00	54,295.00
Eng Design-Final Phase	48,445.00	100.00	48,445.00
Contracts	23,570.00	100.00	23,570.00
Construction Coord/Inspections	53,285.00	95.00	50,620.75
Construction Engineering	43,193.00	95.00	41,033.35
Engineering-As-Builts of Plans	11,775.00	50.00	5,887.50
Testing (by others)	50,000.00	90.00	45,000.00
Total Fee	400,653.00		384,941.60
		Previous Fee Billing	379,941.60
		Current Fee Billing	5,000.00
Total Fee			5,000.00
	Total this Project		\$5,000.00

Project 20075.02 Mission EDC:Survey- Sharyland Bus.Pk PHI
Surveying Services - Mission EDC Sharyland Business Park Phase I

Fee

Billing Phase	Fee	Percent Complete	Earned
Boundary Survey	10,595.00	100.00	10,595.00
Topographical Survey	10,595.00	100.00	10,595.00
Existing Utilities Survey	10,585.00	100.00	10,585.00
Total Fee	31,775.00		31,775.00
		Previous Fee Billing	31,775.00
		Current Fee Billing	0.00

Project	20075.00	Mission EDC: Sharyland Business Pk PH I	Invoice	0086068
Total Fee				0.00
Total this Project				0.00

Billings to Date

	Current	Prior	Total
Fee	0.00	31,775.00	31,775.00
Totals	0.00	31,775.00	31,775.00

 Project 20075.03 MissionEDC:Constr-Sharyland Bus.Pk PH I
 Surveying Services - Mission EDC Sharyland Business Park Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Staking Services	30,887.00	0.00	0.00
Total Fee	30,887.00		0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
Total Fee			0.00
	Total this Project		0.00
	Total this Invoice		\$5,000.00

[Signature] 5/24/23

Credit Card payments carry a standard 3.99% processing fee.
 Debit cards carry a standard 1.50% processing fee.

MISSION ECONOMIC DEVELOPMENT CORPORATION - ECONOMIC DEVELOPMENT FUND

8338

99-55150 ** POSILLICO CIVIL, INC **

008338 06/22/2023

ID	P.O. NUMBER	INV DATE	GROSS	DISCOUNT	AMOUNT
SHARY BUSINESS PARK ROADW	00093459	RET #13	17,161.42-	0.00	17,161.42-
SHARY BUSINESS PARK ROADW	00093459	RET #14	13,707.72-	0.00	13,707.72-
SHARY BUSINESS PARK ROADW	00093459	APP #13	343,228.22	0.00	343,228.22
SHARY BUSINESS PARK ROADW	00093459	APP #14	274,154.50	0.00	274,154.50

PRODUCT SSLT128 USE WITH 91534 ENVELOPE

TOTALS:

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

586,513.58

PRINTED IN U.S.A.

A

3912657201



Contractor's Application for Payment

Owner:	City of Mission	Owner's Project No.:	21-446-09-16
Engineer:	Melden and Hunt Inc.	Engineer's Project No.:	
Contractor:	Posillico Civil Inc.	Contractor's Project No.:	08599
Project:	Roadway & Drainage Improvements for Sharyland Business Park Subdivision		
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16		

Application No.:	13	Application Date:	4/1/2023
Application Period:	From 3/1/2023	to	3/31/2023

1. Original Contract Price	\$	3,910,000.00
2. Net change by Change Orders	\$	773,408.75
3. Current Contract Price (Line 1 + Line 2)	\$	4,683,408.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	3,504,072.63
5. Retainage		
a. 5% X \$ 3,467,780.11 Work Completed =	\$	173,389.01
b. 5% X \$ 36,292.52 Stored Materials =	\$	1,814.63
c. Total Retainage (Line 5.a + Line 5.b)	\$	175,203.64
6. Amount eligible to date (Line 4 - Line 5.c)	\$	3,328,868.99
7. Less previous payments (Line 6 from prior application)	\$	3,002,802.19
8. Amount due this application	\$	326,066.80
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,354,539.76

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Posillico Civil Inc.**Signature:** [Signature] Lee Kaplan **Date:** 4/14/23**Recommended by Engineer****By:** [Signature]**Title:** PROJECT ENGINEER**Date:** 6.20.2023**Approved by Funding Agency****By:** _____**Title:** _____**Date:** _____**Approved by Owner****By:** [Signature]**Title:** CITY ENGINEER**Date:** 06/21/2023**By:** _____**Title:** _____**Date:** _____

Progress Estimate - Unit Price Work

Owner: City of Mission
Engineer: Melden and Hunt Inc.
Contractor: Posillico Civil Inc.
Project: Roadway & Drainage Improvements for Sharyl and Business Park Subdivision
Contract: EDA # 08-79-05396 RFB # 21-446-09-16

Contractor's Application for Payment
Owner's Project No.: 21-446-09-16
Engineer's Project No.:
Contractor's Project No.: 08599

Application No.:		13	Application Period:		From	03/01/23	to	03/31/23	Application Date:				04/01/23
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Contract Information			Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
					C	D	E	F	G				
Original Contract													
1	12" PVC C900 DR18	8,000.00	LF	80.00			640,000.00	8,000.00	640,000.00	-	640,000.00	100%	-
2	Fire Hydrant W/6" Valve	26.00	EA	4,705.00			122,330.00	26.00	122,330.00	-	122,330.00	100%	-
3	12" x 12" Tapping Tee & Valve	4.00	EA	8,750.00			35,000.00	-	-	-	-	0%	35,000.00
4	2" Single Service Connection - Adjacent	11.00	EA	1,800.00			19,800.00	11.00	19,800.00	-	19,800.00	100%	-
5	2" Single Service Connection - Across	4.00	EA	6,500.00			26,000.00	4.00	26,000.00	-	26,000.00	100%	-
6	12" x 12" Tee	2.00	EA	1,000.00			2,000.00	2.00	2,000.00	-	2,000.00	100%	-
7	12" 90 Degree Elbow	3.00	EA	2,250.00			6,750.00	2.00	4,500.00	-	2,000.00	100%	-
8	12" 45 Degree Elbow	8.00	EA	1,000.00			8,000.00	7.00	7,000.00	-	7,000.00	88%	2,250.00
9	12" 11.5 Degree Elbow	1.00	EA	1,200.00			1,200.00	1.00	1,200.00	-	1,200.00	100%	-
10	8" Gate Valve W/Box	6.00	EA	1,500.00			9,000.00	-	-	-	-	0%	9,000.00
11	Valve Markers	6.00	EA	110.00			660.00	-	-	-	-	0%	660.00
12	Meter Boxes	15.00	EA	100.00			1,500.00	-	-	600.00	600.00	40%	900.00
2nd Revised Sanitary Sewer Improvements													
1	8" PVC SDR26 (0-6 Cut)	1,200.00	LF	29.00			34,800.00	1,360.00	39,440.00	-	39,440.00	113%	(4,640.00)
2	8" PVC SDR26 (6-8 Cut)	2,300.00	LF	29.00			66,700.00	1,804.00	52,316.00	-	52,316.00	78%	14,384.00
3	8" PVC SDR26 (8-10 Cut)	1,365.00	LF	31.00			42,315.00	1,802.00	55,862.00	-	55,862.00	132%	(13,547.00)
4	8" PVC SDR26 (10-12 Cut)	367.00	LF	55.00			20,185.00	-	-	-	-	0%	20,185.00
5	8" PVC SDR26 (12-14 Cut)	318.00	LF	35.00			11,130.00	-	-	-	-	0%	11,130.00
6	12" PVC SDR26 (12-14 Cut)	318.00	LF	88.00			27,984.00	-	-	9,228.52	9,228.52	33%	18,755.48
7	Manhole (12-14 Cut)	1.00	EA	5,700.00			5,700.00	-	-	4,307.75	4,307.75	76%	1,392.25
8	Manhole (10-12 Cut)	2.00	EA	5,000.00			11,000.00	-	-	7,687.30	7,687.30	70%	3,312.70
9	Manhole (8-10 Cut)	3.00	EA	4,600.00			15,000.00	3.00	15,000.00	-	15,000.00	100%	-
10	Manhole (6-8 Cut)	7.00	EA	4,600.00			32,200.00	8.00	36,800.00	-	36,800.00	114%	(4,600.00)
11	Manhole (0-6 Cut)	2.00	EA	4,400.00			8,800.00	3.00	13,200.00	-	13,200.00	150%	(4,400.00)
12	Single Service Connection - Adjacent	9.00	EA	2,250.00			20,250.00	9.00	20,250.00	-	20,250.00	100%	-
13	Single Service Connection - Across	6.00	EA	7,000.00			42,000.00	6.00	42,000.00	-	42,000.00	100%	-
14	Trench Excavation Protection	4,000.00	LF	3.50			14,000.00	4,406.00	15,421.00	-	15,421.00	110%	(1,421.00)
15	24" Steel Casing Bore Under Railroad	150.00	LF	165.00			24,750.00	-	-	14,468.95	14,468.95	58%	10,281.05
16	Connection to Existing Manhole	1.00	EA	1,600.00			1,600.00	1.00	1,600.00	-	1,600.00	100%	-
Revised Drainage Improvements: (Anzalduas Way - Not Included)													
1	24" Storm Sewer (0-6 Cut)	730.00	LF	75.00			54,750.00	1,749.00	131,175.00	-	131,175.00	240%	(76,425.00)
2	24" Storm Sewer (6-8 Cut)	2,741.00	LF	50.00			137,050.00	2,012.00	100,600.00	-	100,600.00	73%	36,450.00
3	30" Storm Sewer (6-8 Cut)	354.00	LF	100.00			35,400.00	884.00	88,400.00	-	88,400.00	250%	(53,000.00)
4	30" Storm Sewer (8-10 Cut)	1,280.00	LF	88.00			112,640.00	797.00	70,136.00	-	70,136.00	62%	42,504.00
5	36" Storm Sewer (6-8 Cut)	1,035.00	LF	115.00			119,025.00	1,035.00	119,025.00	-	119,025.00	100%	-
6	Type A Curb Inlet (0-6 Cut)	21.00	EA	1,650.00			34,650.00	21.00	34,650.00	-	34,650.00	100%	-
7	Type A Curb Inlet (6-8 Cut)	4.00	EA	1,800.00			7,200.00	4.00	7,200.00	-	7,200.00	100%	-
8	Headwall/Downdrain (0-6 Cut)	1.00	EA	6,500.00			6,500.00	1.00	6,500.00	-	6,500.00	100%	-
9	Headwall/Downdrain (6-8 Cut)	1.00	EA	7,200.00			7,200.00	1.00	7,200.00	-	7,200.00	100%	-

Contractor's Application for Payment

Owner's Project No.:	21-446-09-16
Engineer's Project No.:	
Contractor's Project No.:	08599

Application Date: 04/01/23

Application Period:		From		to		03/31/23		Application Date:		04/01/23					
A	B	C	D	E	F	G	H	I	J	K	L				
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
10	Headwall/Downdrain (8-10 Cut)	3.00	EA	7,250.00	21,750.00	3.00	21,750.00	-	21,750.00	100%	-				
11	Drainage Ditch (Excavate & Spread Evenly on Lots in 12" lifts (Approx 188,361 CY)	1.00	LS	374,700.00	374,700.00	1.00	374,700.00	-	374,700.00	100%	-				
12	SW3P Required	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	-	5,000.00	100%	-				
13	Trench Excavation Protection	6,110.00	LF	3.50	21,385.00	6,204.00	21,714.00	-	21,714.00	100%	-				
Erosion Control															
1	Silt Fence	13,600.00	LF	1.55	21,080.00	13,600.00	21,080.00	-	21,080.00	100%	-				
2	Inlet Bales	26.00	EA	45.00	1,170.00	26.00	1,170.00	-	1,170.00	100%	-				
3	Temporary Construction Entrance	2.00	EA	2,000.00	4,000.00	2.00	4,000.00	-	4,000.00	100%	-				
4	TCEQ Permit Fee (NOI) & (NOT)	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	-	5,000.00	100%	-				
Miscellaneous Improvements															
1	4" PVC Sch 40 Gray Conduit Pipe	2,000.00	LF	8.00	16,000.00	6,764.00	54,112.00	-	54,112.00	338%	(38,112.00)				
2	90 Degree Electrical Turn Ups	15.00	EA	35.00	525.00	34.00	1,190.00	-	1,190.00	227%	(665.00)				
3	Performance and Payment Bond	1.00	LS	42,682.25	42,682.25	1.00	42,682.25	-	42,682.25	100%	-				
4	Transformer Pads (Commercial or Industrial)	15.00	EA	1,000.00	15,000.00	-	-	-	-	0%	15,000.00				
5	Pull Box Pads (Commercial or Industrial)	15.00	EA	3,200.00	48,000.00	-	-	-	-	0%	48,000.00				
6	Site Clearing	1.00	LS	35,300.00	35,300.00	1.00	35,300.00	-	35,300.00	100%	-				
2nd Revised Paving Improvements: (Anzalduas Way Not Included)															
1	Excavation and Grading	35,775.00	SY	1.05	37,563.75	35,775.00	37,563.75	-	37,563.75	100%	-				
2	8" Lime Treated Subgrade 3%	35,775.00	SY	1.00	35,775.00	35,775.00	35,775.00	-	35,775.00	100%	-				
3	Lime 3%	356.00	Tons	205.00	72,980.00	327.87	67,213.35	-	67,213.35	92%	5,766.65				
4	12" Compacted Crushed Caliche Base W/Prime Coat	35,775.00	SY	10.00	357,750.00	21,500.00	215,000.00	-	215,000.00	60%	142,750.00				
5	3" Hot Mix Asphalt Concrete W/Tack Coat	31,665.00	SY	18.00	569,970.00	-	-	-	-	0%	569,970.00				
6	24" Curb and Gutter	12,400.00	LF	12.00	148,800.00	-	-	-	-	0%	148,800.00				
7	6' Valley Gutter	100.00	LF	55.00	5,500.00	-	-	-	-	0%	5,500.00				
8	Lot Grading	15.00	Lots	20,000.00	300,000.00	14.00	280,000.00	-	280,000.00	93%	20,000.00				
9	Stop Bar Striping (24" Thermoplastic)	125.00	LF	20.00	2,500.00	-	-	-	-	0%	2,500.00				
10	Street Intersection Signs W/STOP Signs	5.00	EA	500.00	2,500.00	-	-	-	-	0%	2,500.00				
					ORIGINAL CONTRACT TOTALS	\$	3,910,000.00	\$	2,902,855.35	\$	36,292.52	\$	2,939,147.87	75% \$	970,852.13

Owner:	City of Mission	Owner's Project No.:	21-446-09-16
Engineer:	Melden and Hunt Inc.	Engineer's Project No.:	
Contractor:	Posillico Civil Inc.	Contractor's Project No.:	08599
Project:	Roadway & Drainage Improvements for Sharyland Business Park Subdivision		
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16		

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Stored Materials Summary

Owner: City of Mission
 Engineer: Meliden and Hunt Inc.
 Contractor: Posillico Civil Inc.
 Project: Roadway & Drainage Improvements for Sharyland Business Park Subdivision
 Contract: EDA # 08-79-05396 RFB # 21-446-09-16

Contractor's Application for Payment
 Owner's Project No.: 21-446-09-16
 Engineer's Project No.: 08599
 Contractor's Project No.:

Application No.: 13		Application Period: From 03/01/23 to 03/31/23										Application Date: 04/01/23	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	E	F	G	H	I	J	K	L	M
3	S100788713.031		30" CLS III RCP PIPE 8'	Jobsite		3	1,012.50	1,012.50	1,012.50	1,012.50			
4	S100788713.037		30" CLS III RCP PIPE 8'	Jobsite		3	600.00	600.00	600.00	600.00			
4	S100788713.039		30" CLS III RCP PIPE 8'	Jobsite		3	4,200.00	4,200.00	4,200.00	4,200.00			
1	S100788713.041		30" CLS III RCP PIPE 8'	Jobsite		3	4,200.00	4,200.00	4,200.00	4,200.00			
2	S100788713.049		24" CLS III RCP PIPE 8'	Jobsite		3	3,497.20	3,497.20	3,497.20	3,497.20			
2	S100788713.051		24" CLS III RCP PIPE 8'	Jobsite		3	3,996.80	3,996.80	3,996.80	3,996.80			
2	S100788713.053		24" CLS III RCP PIPE 8'	Jobsite		3	3,996.80	3,996.80	3,996.80	3,996.80			
2	S100788713.055		24" CLS III RCP PIPE 8'	Jobsite		3	3,996.80	3,996.80	3,996.80	3,996.80			
2	S100788713.057		24" CLS III RCP PIPE 8'	Jobsite		3	3,996.80	3,996.80	3,996.80	3,996.80			
2	S100788713.061		24" CLS III RCP PIPE 8'	Jobsite		3	3,996.80	3,996.80	3,996.80	3,996.80			
2	S100805728.001		12" x 6" DI COMPACT MJ x FLG TEE	Jobsite		3	10,237.50	10,237.50	10,237.50	10,237.50			
12	S100784434.001		3'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	2,806.14	2,806.14	2,806.14	2,806.14			
11	S100784434.001		3'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	1,403.07	1,403.07	1,403.07	1,403.07			
11	S100784434.001		4'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	3,243.60	3,243.60	3,243.60	3,243.60			
11	S100784434.001		5'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	1,829.20	1,829.20	1,829.20	1,829.20			
11	S100784434.001		6'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	4,093.60	4,093.60	4,093.60	4,093.60			
11	S100784434.001		7'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	2,259.87	2,259.87	2,259.87	2,259.87			
10	S100784434.001		8'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	4,941.34	4,941.34	4,941.34	4,941.34			
10	S100784434.001		10'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	2,892.27	2,892.27	2,892.27	2,892.27			
8	S100784434.001		12'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	3,305.93	3,305.93	3,305.93	3,305.93			
12	S100798626.001		13'x48"x32" FIBERGLASS MANHOLE	Jobsite		3	3,563.20	3,563.20	3,563.20	3,563.20			
1	S100798626.001		JUMBO PLASTIC METER BOX W/RE	Jobsite		3	600.00	600.00	600.00	600.00			
16	S100798626.001		12" DR 18 CLASS 150 C900 PVC PIPE	Jobsite		3	6,899.20	6,899.20	6,899.20	6,899.20			
3	S100798626.001		12" x 20" POLY CASING SPACER	Jobsite		3	1,468.45	1,468.45	1,468.45	1,468.45			
2	S100798626.001		461-S 18-24 ADJ VALVE BOX COMF	Jobsite		3	240.00	240.00	240.00	240.00			
2	14507		Sand	Jobsite		3	60.00	60.00	60.00	60.00			
2	14504		Sand	Jobsite		3	60.00	60.00	60.00	60.00			
2	14517		Sand	Jobsite		3	300.00	300.00	300.00	300.00			
2	14529		Sand	Jobsite		3	300.00	300.00	300.00	300.00			
2	14535		Sand	Jobsite		3	540.00	540.00	540.00	540.00			
5	14550		Sand	Jobsite		3	240.00	240.00	240.00	240.00			
5	14562		Sand	Jobsite		3	300.00	300.00	300.00	300.00			
5	14582		Sand	Jobsite		3	180.00	180.00	180.00	180.00			
5	14592		Sand	Jobsite		3	240.00	240.00	240.00	240.00			
4	14595		Sand	Jobsite		3	240.00	240.00	240.00	240.00			
4	14620		Sand	Jobsite		3	120.00	120.00	120.00	120.00			
13	S100810369.002		8"x6 SDR26 GxGxG WYE	Jobsite		4	1,030.86	1,030.86	1,030.86	1,030.86			
13	S100810369.002		6" SOLVENT WELD ADAPTER	Jobsite		4	254.70	254.70	254.70	254.70			
13	S100810369.002		6" SOLVENT WELD RAISED PLUG	Jobsite		4	164.61	164.61	164.61	164.61			
13	S100810369.002		6" SOLVENT WELD Cap	Jobsite		4	86.85	86.85	86.85	86.85			
13	S100810369.002		6" PVC SEWER PIPE	Jobsite		4	2,073.46	2,073.46	2,073.46	2,073.46			
13	S100810369.002		6" SDR35 45 BEND	Jobsite		4	292.86	292.86	292.86	292.86			
13	S100810369.002		6" X 6" SDR26 GxGxG CLEANOUT T	Jobsite		4	2,588.22	2,588.22	2,588.22	2,588.22			

Stored Materials Summary

Owner: City of Mission
 Engineer: Melden and Hunt Inc.
 Contractor: Posillico Civil Inc.
 Project: Roadway & Drainage Improvements for Sharyland Business Park Subdivision
 Contract: FDA # 08-79-05396 RFB # 21-446-09-16

Owner's Project No.: 21-446-09-16
 Engineer's Project No.:
 Contractor's Project No.: 08599

Contractor's Application for Payment												
City of Mission Melden and Hunt Inc. Posillico Civil Inc.			Owner's Project No.: Engineer's Project No.: Contractor's Project No.:			21-446-09-16 08599						
Roadway & Drainage Improvements for Sharyland Business Park Subdivision EDA # 08-79-05396 RFB # 21-446-09-16												
Application No.: 13												
Application Period: From 03/01/23 to 03/31/23 Application Date: 04/01/23												
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in Work Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	M Materials Remaining in Storage (I-L) (\$)
						H Previous Amount Stored (\$)	H Amount Stored this Period (\$)					
14	S100810369.002		8"x6 SDR26 GxGxG WYE	Jobsite	4	687.24	687.24	687.24	687.24	687.24	687.24	
14	S100810369.002		6" SOLVENT WELD ADAPTER	Jobsite	4	169.80	169.80	169.80	169.80	169.80	169.80	
14	S100810369.002		6" SOLVENT WELD RAISED PLUG	Jobsite	4	109.74	109.74	109.74	109.74	109.74	109.74	
14	S100810369.002		6" SOLVENT WELD Cap	Jobsite	4	57.90	57.90	57.90	57.90	57.90	57.90	
14	S100810369.002		6" PVC SEWER PIPE	Jobsite	4	1,382.30	1,382.30	1,382.30	1,382.30	1,382.30	1,382.30	
14	S100810369.002		6" SDR35 45 BEND	Jobsite	4	195.24	195.24	195.24	195.24	195.24	195.24	
7	22953		6" X 6" SDR26 GxGxG CLEANOUT	Jobsite	4	1,725.48	1,725.48	1,725.48	1,725.48	1,725.48	1,725.48	
2	S100788713.087		Type A-1 Curb Inlet Complete	Jobsite	4	2,027.00	2,027.00	2,027.00	2,027.00	2,027.00	2,027.00	
2	S100788713.089		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	
2	S100788713.091		24" CLS III RCP PIPE 8'	Jobsite	5	3,197.44	3,197.44	3,197.44	3,197.44	3,197.44	3,197.44	
2	S100788713.093		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	
2	S100788713.095		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	
2	S100788713.097		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	
2	S100788713.099		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	3,996.80	
2	S100811196.005		18-24 Valve Box Complete	Jobsite	5	1,440.00	1,440.00	1,440.00	1,440.00	1,440.00	1,440.00	
2	S100811196.002		6" Gate Valve	Jobsite	5	17,122.56	17,122.56	17,122.56	17,122.56	17,122.56	17,122.56	
2	S100811196.005		6" MJ TuffGrip for PVC	Jobsite	5	2,847.84	2,847.84	2,847.84	2,847.84	2,847.84	2,847.84	
4	S100811196.002		2" Gate Valve	Jobsite	5	360.00	360.00	360.00	360.00	360.00	360.00	
4	S100811196.005		2" x 4" Brass Nipple	Jobsite	5	3,990.03	3,990.03	3,990.03	3,990.03	3,990.03	3,990.03	
4	S100811196.005		18-24 Valve Box Complete	Jobsite	5	275.00	275.00	275.00	275.00	275.00	275.00	
4	S100811196.002		2" Joint Straight CPL	Jobsite	5	660.00	660.00	660.00	660.00	660.00	660.00	
4	S100811196.005		2" Brass Saddle	Jobsite	5	337.72	337.72	337.72	337.72	337.72	337.72	
5	S100811196.002		2" Poly Service Tube	Jobsite	5	2,795.87	2,795.87	2,795.87	2,795.87	2,795.87	2,795.87	
5	S100811196.002		2" Poly Service Tube	Jobsite	5	2,191.00	2,191.00	2,191.00	2,191.00	2,191.00	2,191.00	
5	S100811196.005		2" Corp Stops	Jobsite	5	313.00	313.00	313.00	313.00	313.00	313.00	
5	S100811196.002		2" Brass Saddle	Jobsite	5	1,153.88	1,153.88	1,153.88	1,153.88	1,153.88	1,153.88	
7	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	762.51	762.51	762.51	762.51	762.51	762.51	
8	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	454.55	454.55	454.55	454.55	454.55	454.55	
10	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	909.10	909.10	909.10	909.10	909.10	909.10	
11	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	1,363.65	1,363.65	1,363.65	1,363.65	1,363.65	1,363.65	
12	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	3,181.85	3,181.85	3,181.85	3,181.85	3,181.85	3,181.85	
7	S100811196.002		Sanitary Sewer Ring and Cover	Jobsite	5	909.10	909.10	909.10	909.10	909.10	909.10	
8	S100811196.002		2" Grade Ring	Jobsite	5	210.00	210.00	210.00	210.00	210.00	210.00	
10	S100811196.002		2" Grade Ring	Jobsite	5	420.00	420.00	420.00	420.00	420.00	420.00	
11	S100811196.002		2" Grade Ring	Jobsite	5	630.00	630.00	630.00	630.00	630.00	630.00	
12	S100811196.002		2" Grade Ring	Jobsite	5	1,470.00	1,470.00	1,470.00	1,470.00	1,470.00	1,470.00	
7	S100811196.002		Inflow Protector	Jobsite	5	420.00	420.00	420.00	420.00	420.00	420.00	
8	S100811196.002		Inflow Protector	Jobsite	5	80.00	80.00	80.00	80.00	80.00	80.00	
10	S100811196.002		Inflow Protector	Jobsite	5	160.00	160.00	160.00	160.00	160.00	160.00	
11	S100811196.002		Inflow Protector	Jobsite	5	240.00	240.00	240.00	240.00	240.00	240.00	
12	S100811196.002		Inflow Protector	Jobsite	5	560.00	560.00	560.00	560.00	560.00	560.00	
Totals						\$ 724,005.92	\$ 724,005.92	\$ 687,713.40	\$ 687,713.40	\$ 687,713.40	\$ 36,292.52	

Stored Materials

EICDC C-620 Contractor's Application for Payment
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CONTROL NO: RFB # 21-446-09-16
 PROJECT NAME: Shary Business Park Subdivision
 C.O. NO: 010
 DATE: 04/14/23



CHANGE ORDER DESCRIPTION

Shary Business Park - Jack & Bore [Force Account] - Cost Incurred During 2/27/23 Boring Operation

Labor	Shifts	HR	Rate	Base Total	Taxes/Insur 55%	Markup 25%	Total Cost
	1	10	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -

Equipment	Pieces	HR	Rate	Base Total	Markup 15%	Total Cost
12x24 Trench Box Rental	1	40	\$ 57.98	\$ 2,319.20	\$ 347.88	\$ 2,667.08
10x10 Trench Box Rental (Delivery Fee)	1	8	\$ 79.15	\$ 633.20	\$ 94.98	\$ 728.18
				\$ 2,952.40	\$ 442.86	\$ 3,395.26

Materials / Other	Unit	Quantity	Unit Price	Material Cost	Markup 25%	Total Cost
	EA	0.00	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Subcontractor	Unit	Quantity	Unit Price	Sub Cost	Markup 5%	Total Cost
Cooper Resources - Mobilization + Extra Work	EA	1	\$ 31,076.10	\$ 31,076.10	\$ 1,553.81	\$ 32,629.91
RBM Excavation Work	EA	1	\$ 30,200.68	\$ 30,200.68	\$ 1,510.03	\$ 31,710.71
Sheet Piling - Engineering	EA	1	\$ 2,435.63	\$ 2,435.63	\$ 121.78	\$ 2,557.41
Rail Pros	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 240.00	\$ 5,040.00
				\$ 68,512.41	\$ 3,425.62	\$ 71,938.03

1%
 Subtotal \$ 75,333.29
 Bond Cost \$ 753.33
Total \$ 76,086.62



RailPros Field Services, Inc.
1320 Greenway Drive
Suite 490
Irving TX 75038
United States

Invoice

Invoice #: PCMT2302

Invoice Date: 3/3/2023

Bill To

Posillico Civil, Inc.
1750 New Highway
Farmingdale NY 11735
United States

TOTAL

\$4,800.00

Project	Terms	Due Date	PO #
3320-97U Posillico Civil - Mission, TX - 3320-97	Net 30	4/2/2023	08599

Quantity	Item	Rate	Amount
2	Utility Observation - Surcharge	\$200.00	\$400.00
1	Utility Observation - Mobilization	\$1,000.00	\$1,000.00
2	Utility Observation - Weekdays	\$1,400.00	\$2,800.00
3	Utility Observation - Weekday Overtime	\$200.00	\$600.00

Subtotal	\$4,800.00
Tax Total (%)	\$0.00
Total	\$4,800.00

RECEIVED

By N. Norizsan at 12:09 pm, Mar 08, 2023



PCMT2302

Posillico Civil, Inc
Mission, TX

UP Folder # 3320-97

Period 2/1/23 to 2/28/23

Daily Hours														
Date	Day of Week	William Rhodes	AM Shift				Total Hours	OT	Weekday		Weekend			
									Days	Overtime Hours	Days	Overtime Hours		
Surcharge (\$200/day x 2 days)														
2/1/2023	Wed						-	-	-	-	-	-	\$ 400.00	
2/2/2023	Thu						-	-	-	-	-	-	\$ -	
2/3/2023	Fri						-	-	-	-	-	-	\$ -	
2/4/2023	Sat						-	-	-	-	-	-	\$ -	
2/5/2023	Sun						-	-	-	-	-	-	\$ -	
2/6/2023	Mon						-	-	-	-	-	-	\$ -	
2/7/2023	Tue						-	-	-	-	-	-	\$ -	
2/8/2023	Wed						-	-	-	-	-	-	\$ -	
2/9/2023	Thu						-	-	-	-	-	-	\$ -	
2/10/2023	Fri						-	-	-	-	-	-	\$ -	
2/11/2023	Sat						-	-	-	-	-	-	\$ -	
2/12/2023	Sun						-	-	-	-	-	-	\$ -	
2/13/2023	Mon						-	-	-	-	-	-	\$ -	
2/14/2023	Tue						-	-	-	-	-	-	\$ -	
2/15/2023	Wed						-	-	-	-	-	-	\$ -	
2/16/2023	Thu						-	-	-	-	-	-	\$ -	
2/17/2023	Fri						-	-	-	-	-	-	\$ -	
2/18/2023	Sat						-	-	-	-	-	-	\$ -	
2/19/2023	Sun						-	-	-	-	-	-	\$ -	
2/20/2023	Mon						-	-	-	-	-	-	\$ -	
2/21/2023	Tue						-	-	-	-	-	-	\$ -	
2/22/2023	Wed						-	-	-	-	-	-	\$ -	
2/23/2023	Thu						-	-	-	-	-	-	\$ -	
2/24/2023	Fri						-	-	-	-	-	-	\$ -	
2/25/2023	Sat						-	-	-	-	-	-	\$ -	
2/26/2023	Sun						-	-	-	-	-	-	\$ -	
2/27/2023	Mon						10.0	2.0	1.0	2.0	-	-	\$ 1,000.00	
2/28/2023	Tue						9.0	1.0	1.0	1.0	-	-	\$ 1,800.00	
													\$ 1,600.00	
Total							19.0	-	-	19.0	3.0	2.0	3.0	\$ 4,800.00
Mobilization/Administrative Fee														

RBM

CONTRACTORS, LLC.

2919 N. Kenyon Rd Ofc. 2 Edinburg, TX 78542

BILLED TO: **Posilico Inc**
 PROJECT NAME: **Sharyland Business Park - Change Order # 7**
 ATTENTION TO: **Clayton Kindel**
 COUNTY **HIDALGO**

ID # _____ CHO#7
 BID DATE: **9/14/2022**
 PLANS DATE _____

ITEM #	TYPE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
	FA	Force Account	1.00	LS	\$30,200.68	\$30,200.68
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
SUB-TOTAL						\$30,200.68
GRAND TOTAL						\$30,200.68



PROJECT: SharyLand Business Park
 COUNTY: Hidalgo
 C.O No: 7

HWY: _____
 DATED: 3/17/2023
 QUANTITY: 1 LS

CHANGE ORDER DESCRIPTION

Worked On Pit for Bore / Helped GLZ Construction / Trench Box Assembly / Caliche / Housekeeping

CHANGE ORDER TOTALS

LABOR	\$9,234.50	+	25% Compensation	\$2,308.63	
			55% Premium	\$5,078.98	
			TOTAL LABOR		\$16,622.10
EQUIPMENT	\$11,547.45	+	15% Compensation	\$1,732.12	
			TOTAL EQUIPMENT		\$13,279.57
MATERIAL	\$0.00	+	25% Compensation	\$0.00	
			TOTAL MATERIAL		\$0.00
SUBCONTRACT	\$0.00	+	5% Administrative	\$0.00	
			TOTAL SUBCONTRACT		\$0.00
BOND			0% of Sub Total		\$0.00
TOTAL					\$29,901.67
			1% Bond		\$299.02
			TOTAL PAYMENT		\$30,200.68
			LS	Unit Price	30,200.68

I herby certify that the above is a true and correct statement of the amounts payable to **RBM Contractors, LLC**, which are just charges as contingency expedituress incurred on this project.

 Authorized Signer

3/17/2023
 Date

The Price Quoted for the referenced Project are valid for a period of thirty (30) Days.



Contract No:
 Project Name: Sharyland Business Park
 C.O. No: 7
 Date: 3/17/2023

Estimated Quantity: 1 LS

CHANGE ORDER DESCRIPTION

Worked On Pit for Bore / Helped GLZ Construction / Trench Box Assembly / Caliche / Housekeeping

Labor	Pieces	Hr	Rate	Base Total	Taxes/Insur 55%	Markup 25%	Total cost
Foreman	1	83	\$37.50	\$3,112.50	\$1,711.88	\$778.13	\$5,602.50
Excavator Operator	1	83	\$17.00	\$1,411.00	\$776.05	\$352.75	\$2,539.80
Backhoe Operator	1	59	\$15.00	\$885.00	\$486.75	\$221.25	\$1,593.00
Laborer	1	83	\$18.00	\$1,494.00	\$821.70	\$373.50	\$2,689.20
Laborer 1	1	40	\$16.00	\$640.00	\$352.00	\$160.00	\$1,152.00
Laborer 2	1	40	\$15.00	\$600.00	\$330.00	\$150.00	\$1,080.00
Laborer 3	1	78	\$14.00	\$1,092.00	\$600.60	\$273.00	\$1,965.60

\$9,234.50 **\$5,078.98** **\$2,308.63** **\$16,622.10**

Equipment	Pieces	Hr	Rate	Base Total	Markup 15%	Total cost
Pick-Up	1	83	\$41.42	\$3,437.86	\$515.68	\$3,953.54
Backhoe	1	59	\$42.21	\$2,490.39	\$373.56	\$2,863.95
Excavator	1	64	\$87.80	\$5,619.20	\$842.88	\$6,462.08
	0	0		\$0.00	\$0.00	\$0.00

\$11,547.45 **\$1,732.12** **\$13,279.57**

Materials/Other	Unit	Quantity	Unit Price	Material Cost	Markup 25%	Total cost
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

\$0.00 **\$0.00** **\$0.00**

Subcontractor	Unit	Quantity	Unit Price	Sub Cost	Markup 5%	Total cost
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

\$0.00 **\$0.00** **\$0.00**

Subtotal \$29,901.67
 1% Bond Cost \$299.02
Total \$30,200.68

LS Unit Price \$30,200.68

02-22-23

NAME	TIME IN	SIGNATURE	TIME OUT
Jesus Lopez	7:00	Jesus Lopez	5:30
Carlos Raza	7:00 am	Carlos R.	5:30
Nicolas Escoto	7:00	Nicolas Escoto	5:30
Omar Matamoros	7:00	Omar Matamoros	5:30
Francisco Cruz	7:00 am	Francisco Cruz	5:30
Juan Carlos Herrera	7:00 am	Juan Carlos Herrera	5:30

- Worked on PIT for bore and [redacted]
- used excavator 330D CAT
- used Backhoe 430 CAT

Positiva

02-23-23

NAME	TIME IN	COMPANY	TIME OUT
Jesus Lopez	7:00	RBM	5:30
Omar Matamoros	7:00	RBM	5:30
Francisco CUL	7:00am	RBM	5:30pm
Carlos Razo	7:00am	RBM	5:30pm
Nicola Escoto	7:00	RBM	5:30pm
Juan Carlos Herrera	7:00	RBM	5:30pm

★

Worked on Pit for Dore and pushing dirt

House Keeping

EXCAVATOR 330D CAT

Backhoe 430D CAT

Posilico

02-24-23

NAME	TIME-IN			
Jesus Lopez	7:00	RBM	Jesus Lopez	
Carlos R. 2020	7:00 am	RBM	Carlos R.	
Juan Carlos Hernandez	7:00 am	RBM	Juan Carlos Hernandez	

* Helped C17 construction set up the ~~excavator~~ and pumps and ~~mines~~. Housekeeping

~~used excavator 330D CAT~~
~~and Backhoe 430D CAT~~

Posilico

02-25-23

NAME	Time IN	Company	Signature	Time OUT
Jesus Lopez	7:00	REDA	[Signature]	12:00
Juan Carlos Herrera	6:00	RBM	[Signature]	12:00

* ~~Helped~~ GLZ construction ~~set up points~~

EXCAVATOR 330D CAT
Backhoe 430D CAT

Posilico

62-27-23

NAME	Time in	Company	Signature	Time out
José Lopez	7:00	RBM	[Signature]	5:30
Carlos R. 420	7:00	RBM	[Signature]	5:30
Juan Carlos Hernandez	7:00	RBM	[Signature]	5:30

* [Redacted] Teenh Ben. Housekeeping

Coronado 330 B CAT
 [Redacted] 430 B CAT

Posilico

02-28-23

NAME	TIME IN	REMARKS	SIGNATURE	TIME OUT
Jesus Lopez	7:00	REPAIR	Jesus Lopez	5:30
Nicolas Escoto	7:00	REPAIR	Nicolas Escoto	5:30
Omar Matamoras	7:00	REPAIR	Omar Matamoras	5:30
Francisco Cruz	7:00 am	REPAIR	Francisco Cruz	5:30
Carlos Razo	7:00 am	REPAIR	Carlos Razo	5:30
Juan Carlos Herrera	7:00	REPAIR	Juan Carlos Herrera	5:30

* ~~Work~~ on ~~pit~~ for ~~zone~~ Housekeeping pushing ~~about~~ getting Trench 300 ready for ~~pit~~

- Excavator 330D CAT
- Backhoe 430D CAT

Posilico

03-01-23

	TIME IN	COMPANY	Signature	TIME OUT
Jesus Lopez	7:00	RBM	Jesus Lopez	5:30
Emar Matamoros	7:00	RBM	Emar Matamoros	5:30
Nicholas Escoto	7:00	RBM	Nicholas Escoto	5:30
Carlos Lara	7:00	RBM	Carlos Lara	5:30
Francisco Cruz	7:00	RBM	Francisco Cruz	5:30
Juan Carlos Herrera	7:00	RBM	Juan Carlos Herrera	5:30

★ El Milagro. Did ~~excavator~~ with Posilico.
Pressure washed excavator. Housekeeping

• excavator 330D CAT

Posilico

03-02-23

NAME	TIME IN	Company	Signature	Time out
Josue Lopez	7:00	RBM	Josue Lopez	5:30
Orlando Montano	7:00	RBM	Orlando Montano	5:30
Carlos Razo	7:00	RBM	Carlos Razo	5:30
Juan Carlos Hernandez	7:00	RBM	Juan Carlos Hernandez	5:30

* Helped with caliche and housekeeping

- used Backhoe 430 D CAT

03-0-23
03

NAME	Time IN	Company	Signature	Time OUT
Juan Lopez	7:00	RBM	Juan Lopez	4:30
Ornar Matamoros	7:00	RBM	Ornar Matamoros	4:30
Juan Carlos Herrera	7:00	RBM	Juan Carlos Herrera	4:30
Carlos Razo	7:00	RBM	Carlos Razo	4:30

* Helped with caliche. House keeping, pressure washed front loader, pushing dirt

o Backhoe 430D CAT



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

RECEIVED

By N. Norizsan at 8:25 am, Mar 06, 2023

POSILICO CIVIL INC
1750 NEW HWY
FARMINGDALE, NY 11735

Rental Invoice

Contract # 1258333-0001
Inv Date 03/03/23
Due Date 05/02/23
Date Out 02/24/23 10:30 AM
Date In 02/28/23 12:08 PM
Customer # 1017468
Total Amt \$ 2,319.29

REMIT TO:

Texas First Rentals LLC
P.O. BOX 650869
DALLAS, TX 75265-0869

TO VIEW AND PAY ONLINE GO TO:

<http://texasfirstrentals.billtrust.com>

USE THIS ENROLLMENT TOKEN:

SSP RLL LDW

SHIPPING ADDRESS:

POSILICO CIVIL INC
SHARY BUSINESS PARK
26.15410 N, 98.31300 W
MISSION, TX 78572
C#: 631-249-1872 J#: 631-249-1872

Job Location:

SHARY BUSINESS PARK, MISSION

Ordered By:

CLAYTON,

Purchase Order Number:

08599-020

Cust Job No:

6 - POSILICO CIVIL

Terms:

Net 60 days

COI Policy Expiration Date:

04/01/23

Texas First Rentals Sales Rep:

JERRY MORALES

Branch:

5202 - CC TRENCH SHORING

Delivery Driver Initials:

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	116908	056-0824		234.90	704.70	2,114.10	704.70
	STEEL TRENCH BOX 8' X 24' (6" DW)						
	Make: XTERRA Model: TFR-6M-824FB Serial#: XTS20460						
1	116934	056-0424		125.10	375.30	1,125.90	375.30
	STEEL TRENCH BOX 4' X 24' (6" DW)						
	Make: XTERRA Model: TFR-6M-424FB Serial#: XTS20486						
8	0590012	059-0012		7.50	22.50	67.50	180.00
	STEEL 8" SPREADER BAR 12'						
16	0599000	059-9000					N/C
	STEEL TRENCH PINS & KEEPERS						
4	0599100	059-9100					N/C
	STEEL TRENCH STACKING PINS						
1	0690002	069-0002		25.00	75.00	220.00	75.00
	LIFTING BRIDLE 4 LEG						
	CHAIN SLING 15' 4-LEGDED						

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
1	ENV	ENVIRONMENTAL CHARGE	EACH	20.03	20.03
		DELIVERY CHARGE			525.00
		PICKUP CHARGE			262.50

CONTINUED

**CUSTOMER MUST CALL FOR PICK UP
AND OBTAIN A PICK UP NUMBER**

**EQUIPMENT USAGE ALLOWED, 8HRS DAY
40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY**

**CUSTOMER IS RESPONSIBLE FOR REFUELING,
DAMAGES, REPAIRS OR TIRE REPAIRS**

The Loss Damage Waiver ("LDW") now called the Rental Protection Plan or "RPP" is not available for all rental transactions. Texas First Rentals may refuse to offer the RPP in its sole discretion. The RPP charge is 15% of the Base Rental installment per month.

Rental Protection Plan: Customer Accepts _____ initials Customer Declines _____ initials

Statement of Total Charge: for the Optional Rental Protection Plan: If the customer elects to purchase the optional RPP the total estimated charge to the customer under this agreement shall be \$

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Page: 1 of 3



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

POSILICO CIVIL INC
1750 NEW HWY
FARMINGDALE, NY 11735

Rental Invoice

Contract # 1258333-0001
Inv Date 03/03/23
Due Date 05/02/23
Date Out 02/24/23 10:30 AM
Date In 02/28/23 12:08 PM
Customer # 1017468
Total Amt \$ 2,319.29

REMIT TO:

Texas First Rentals LLC
P.O. BOX 650869
DALLAS, TX 75265-0869

TO VIEW AND PAY ONLINE GO TO:

<http://texasfirstrentals.billtrust.com>

USE THIS ENROLLMENT TOKEN:

SSP RLL LDW

SHIPPING ADDRESS:

POSILICO CIVIL INC
SHARY BUSINESS PARK
26.15410 N, 98.31300 W
MISSION, TX 78572
C#: 631-249-1872 J#: 631-249-1872

Job Location:			
SHARY BUSINESS PARK, MISSION			
Ordered By: CLAYTON,	Purchase Order Number: 08599-020	Cust Job No: 6 - POSILICO CIVIL	Terms: Net 60 days
COI Policy Expiration Date: 04/01/23	Texas First Rentals Sales Rep: JERRY MORALES	Branch: 5202 - CC TRENCH SHORING	Delivery Driver Initials:

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
						Subtotal:	2,142.53
						Sales Tax:	176.76
						Total:	2,319.29

CONTINUED

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER **EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY** **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS**

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CUSTOMER SIGNATURE

DATE

NAME PRINTED

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Page: 2 of 3



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

RECEIVED

By N. Norizsan at 8:25 am, Mar 06, 2023

POSILICO CIVIL INC
1750 NEW HWY
FARMINGDALE, NY 11735

Rental Invoice

Contract # 1258806-0001
Inv Date 03/03/23
Due Date 05/02/23
Date Out 02/28/23 11:30 AM
Date In 03/03/23 2:13 PM
Customer # 1017468
Total Amt \$ 633.26

REMIT TO:

Texas First Rentals LLC
P.O. BOX 650869
DALLAS, TX 75265-0869

TO VIEW AND PAY ONLINE GO TO:

<http://texasfirstrentals.billtrust.com>

USE THIS ENROLLMENT TOKEN:

SSP RLL LDW

SHIPPING ADDRESS:

POSILICO CIVIL INC
SHARY BUSINESS PARK
26.15410 N, 98.31300 W
MISSION, TX 78572
C#: 631-249-1872 J#: 631-249-1872

Job Location:			
SHARY BUSINESS PARK, MISSION			
Ordered By:	Purchase Order Number:	Cust Job No:	Terms:
CLAYTON,	08599-020	6 - POSILICO CIVIL	Net 60 days
COI Policy Expiration Date:	Texas First Rentals Sales Rep:	Branch:	Delivery Driver Initials:
04/01/23	JERRY MORALES	5202 - CC TRENCH SHORING	

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	123372	054-1010		125.00	375.00	1,125.00	N/C
	STEEL TRENCH BOX 10' X 10' (4" DW)						
	Make: PACIFIC SH Model: TFR-4M-1010FB Serial#: PS21283						
4	0590012	059-0012		7.50	22.50	67.50	N/C
	STEEL 8" SPREADER BAR 12'						
	Customer Declined rental due to job condition changes.						
8	0599000	059-9000					N/C
	STEEL TRENCH PINS & KEEPERS						
1	0695810	069-5810		21.00	62.50	187.50	N/C
	5/8" X 10' CABLE LIFTING BRIDLE W SHACKL						

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price
		DELIVERY CHARGE		585.00
Subtotal:				585.00
Sales Tax:				48.26
Total:				633.26

CONTINUED

CUSTOMER MUST CALL FOR PICK UP
AND OBTAIN A PICK UP NUMBER

EQUIPMENT USAGE ALLOWED, 8HRS DAY
40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY

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CUSTOMER SIGNATURE

DATE

NAME PRINTED

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Page: 1 of 2



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

RECEIVED

By N. Norizsan at 8:33 am, Mar 16, 2023

POSILLICO CIVIL INC
1750 NEW HWY
FARMINGDALE, NY 11735

SALES INVOICE

Invoice # 1260985-0001
Inv Date 03/14/23
Due Date 05/13/23
Customer # 1017468
Total Amt \$2,435.63

REMIT TO:

Texas First Rentals LLC
P.O. BOX 650869
DALLAS, TX 75265-0869

TO VIEW AND PAY ONLINE GO TO:

<http://texasfirstrentals.billtrust.com>

USE THIS ENROLLMENT TOKEN:

SSP RLL LDW

SHIPPING ADDRESS:

POSILLICO CIVIL INC
SHARY BUSINESS PARK
26.15410 N, 98.31300 W
MISSION, TX 78572
J#: 631-249-1872

Job Location:

SHARY BUSINESS PARK, MISSION

Ordered By:

CLAYTON, KINDEL

Purchase order Number:

08599-020

Cust Job No:

6 - POSILLICO CIVIL

Terms:

Net 60 days

COI Policy Expiration Date:
20230401

Texas First Rentals Sales Rep:
JERRY MORALES

Branch:

5202 - CC TRENCH SHORING

Delivery Driver Initials:

Qty	Item Number	Description	Unit	Price	Amount
1.00	TRENCH ENGINEER FEE	TRENCH ENGINEER FEE	EACH	2,250.00	2,250.00

Subtotal: 2,250.00
Sales Tax: 185.63
Total: 2,435.63

**CUSTOMER MUST CALL FOR PICK UP
AND OBTAIN A PICK UP NUMBER**

**EQUIPMENT USAGE ALLOWED, 8HRS DAY
40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY**

**CUSTOMER IS RESPONSIBLE FOR REFUELING,
DAMAGES, REPAIRS OR TIRE REPAIRS**

X
CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____

Cooper Resources, LLC
PO Box 1211
Okmulgee, OK 74447 US
918-777-8898



INVOICE

BILL TO

Posillico Civil Inc.
1750 New Hwy
Farmington, NY 11735

INVOICE # 1322

DATE 04/04/2023

TERMS Net 30

JOB LOCATION

Mission, TX

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Provide Casing, Cut, & Welding Casing On Site (As per Approved Change Order)		10,076.10	10,076.10
Sales	Mobilization		21,000.00	21,000.00

Please remit payment to:
Cooper Resources LLC
Arvest Bank
Acct #: 25480029
Routing #: 082900872

BALANCE DUE

\$31,076.10

CONTROL NO: RFB # 21-446-09-16

PROJECT NAME: Shary Business Park Subdivision

PC NO: 8599

C.O. NO: 010

DATE: 04/09/23



CHANGE ORDER DESCRIPTION

Shary Business Park - Jack & Bore [Force Account] - Cost Incurred During 12/27/22 Boring Operation

Labor	Shifts	HR	Rate	Base Total	Taxes/Insur 55%	Markup 25%	Total Cost
Excavator Operator	1	8	\$ 25.00	\$ 200.00	\$ 110.00	\$ 50.00	\$ 360.00
				\$ 200.00	\$ 110.00	\$ 50.00	\$ 360.00

Equipment	Pieces	HR	Rate	Base Total	Markup 15%	Total Cost
CAT 308 Excavator	1	8	\$ 114.85	\$ 918.80	\$ 137.82	\$ 1,056.62
				\$ 918.80	\$ 137.82	\$ 1,056.62

Materials / Other	Unit	Quantity	Unit Price	Material Cost	Markup 25%	Total Cost
				\$ -	\$ -	\$ -

Subcontractor	Unit	Quantity	Unit Price	Sub Cost	Markup 5%	Total Cost
Cooper Resources - Mobilization/Stand by	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 450.00	\$ 9,450.00
Rail Pros	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 210.00	\$ 4,410.00
				\$ 13,200.00	\$ 660.00	\$ 13,860.00

1% Subtotal \$ 15,276.62
Bond Cost \$ 152.77

Total \$ 15,429.39

Cooper Resources, LLC
PO Box 1211
Okmulgee, OK 74447 US
918-777-8898



INVOICE

BILL TO
Posillico Civil Inc.
1750 New Hwy
Farmington, NY 11735

INVOICE # 1309
DATE 12/28/2022

TERMS Net 45

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Standby, Mobilization, & De-mobilization		9,000.00	9,000.00

Please remit payment to:
Cooper Resources LLC
Arvest Bank
Acct #: 25480029
Routing #: 082900872

BALANCE DUE

\$9,000.00



RailPros Field Services, Inc.
1320 Greenway Drive
Suite 490
Irving TX 75038
United States

Invoice

Invoice #: PCMT2212

Invoice Date: 1/12/2023

Bill To

Posillico Civil, Inc.
1750 New Highway
Farmingdale NY 11735
United States

TOTAL

\$4,200.00

Project	Terms	Due Date	PO #
3320-97U Posillico Civil - Mission, TX - 3320-97	Net 30	2/11/2023	08599

Quantity	Item	Rate	Amount
2	Utility Observation - Surcharge	\$200.00	\$400.00
1	Utility Observation - Mobilization	\$1,000.00	\$1,000.00
2	Utility Observation - Weekdays	\$1,400.00	\$2,800.00

Subtotal	\$4,200.00
Tax Total (%)	\$0.00
Total	\$4,200.00

RECEIVED

By N. Norizsan at 1:12 pm, Jan 16, 2023



PCMT2212

Posillico Civil, Inc
Mission, TX

UP Folder # 3320-97

Period 12/1/22 to 12/31/22

Date	Day of Week	Daily Hours				Total Hours	OT	Weekday		Weekend	
		James Lloyd						Days	Overtime Hours	Days	Overtime Hours
		AM Shift									
Surcharge (\$200/day x 2 days)											
12/1/2022	Thu					-	-	-	-	-	\$ 400.00
12/2/2022	Fri					-	-	-	-	-	\$ -
12/3/2022	Sat					-	-	-	-	-	\$ -
12/4/2022	Sun					-	-	-	-	-	\$ -
12/5/2022	Mon					-	-	-	-	-	\$ -
12/6/2022	Tue					-	-	-	-	-	\$ -
12/7/2022	Wed					-	-	-	-	-	\$ -
12/8/2022	Thu					-	-	-	-	-	\$ -
12/9/2022	Fri					-	-	-	-	-	\$ -
12/10/2022	Sat					-	-	-	-	-	\$ -
12/11/2022	Sun					-	-	-	-	-	\$ -
12/12/2022	Mon					-	-	-	-	-	\$ -
12/13/2022	Tue					-	-	-	-	-	\$ -
12/14/2022	Wed					-	-	-	-	-	\$ -
12/15/2022	Thu					-	-	-	-	-	\$ -
12/16/2022	Fri					-	-	-	-	-	\$ -
12/17/2022	Sat					-	-	-	-	-	\$ -
12/18/2022	Sun					-	-	-	-	-	\$ -
12/19/2022	Mon					-	-	-	-	-	\$ -
12/20/2022	Tue					-	-	-	-	-	\$ -
12/21/2022	Wed					-	-	-	-	-	\$ -
12/22/2022	Thu					-	-	-	-	-	\$ -
12/23/2022	Fri					-	-	-	-	-	\$ -
12/24/2022	Sat					-	-	-	-	-	\$ -
12/25/2022	Sun					-	-	-	-	-	\$ -
12/26/2022	Mon					-	-	-	-	-	\$ -
12/27/2022	Tue					-	-	-	-	-	\$ -
Mobilization / Administrative Fee											
12/28/2022	Wed	8.0				8.0	-	1.0	-	-	\$ 1,000.00
12/29/2022	Thu	8.0				8.0	-	1.0	-	-	\$ 1,400.00
12/30/2022	Fri					-	-	-	-	-	\$ -
12/31/2022	Sat					-	-	-	-	-	\$ -
Total		16.0	-	-	-	16.0	-	2.0	-	-	\$ 4,200.00



127 Public Square, Cleveland, OH 44114

January 5, 2022

To whom it may concern:

The following information is for RAILPROS FIELD SERVICES, INC.

Depository Name: **RAILPROS FIELD SERVICES, INC. - ACCOUNTS RECEIVABLE**

Bank Address: KeyBank National Association
127 Public Square
Cleveland, OH 44114

Bank Telephone Number: 1-800-821-2829

Bank Contact: Delaine R Dillon

Routing Number: **307070267**

Account Number: **769681083630**

SWIFT: **KEYBUS33**

Type of Account: CHECKING, USD

If you have any questions, please feel free to contact me at 720-904-4442.

Sincerely,

A handwritten signature in blue ink that reads "Delaine R Dillon".

Delaine R Dillon

Relationship Officer

Commercial Bank, Denver



P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.texasfirstrentals.com

POSILLICO CIVIL INC
1750 NEW HWY
FARMINGDALE, NY 11735

Rental Invoice

Contract # 1250736-0001
Inv Date 12/30/22
Due Date 02/28/23
Date Out 12/28/22 9:00 AM
Date In 12/30/22 3:25 PM
Customer # 1017468
Total Amt \$ 918.76

REMIT TO:

Texas First Rentals LLC
P.O. BOX 650869
DALLAS, TX 75265-0869

TO VIEW AND PAY ONLINE GO TO:

<http://texasfirstrentals.billtrust.com>

USE THIS ENROLLMENT TOKEN:

SSP RLL LDW

SHIPPING ADDRESS:

Clayton-956-373-1507
26.15395, -98.31282
MISSION, TX 78572
C#: 631-249-1872 J#: 631-249-1872

Job Location:			
26.15395, -98.31282, MISSION			
Ordered By: CLAYTON,	Purchase Order Number: CLAYTON	Cust Job No: 1 - Clayton-956-373-	Terms: Net 60 days
COI Policy Expiration Date: 04/01/23	Texas First Rentals Sales Rep: MAXIMO CAMPUZANO	Branch: 1205 - WESLACO	Delivery Driver Initials:

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	113782	430-1900	525.00	525.00	1,450.00	3,405.00	525.00
20000 LB/15' DEPTH MINI EXCAVATOR SB Make: CAT Model: 308 CR SBX Serial#: 0GG800851 HR OUT1: 1806.70 HR IN1: 1809.50 TOTAL: 2.80							
1	122741	907-2100					N/C
36" BACKHOE BUCKET Make: CAT Model: 4D 36QC BU Serial#: CI210901774							

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
1	FSC	FUEL SURCHARGE	EACH	7.50	7.50
1	TERP	TEXAS EMISSION REDUCTION PROGRAM	EACH	7.88	7.88
1	ENV	ENVIRONMENTAL CHARGE	EACH	7.88	7.88
1	HEIT	HEAVY EQUIPMENT INVENTORY TAX	EACH	1.16	1.16
DELIVERY CHARGE					150.00
PICKUP CHARGE					150.00
Subtotal:					849.42
Sales Tax:					69.34
Total:					918.76

CONTINUED

**CUSTOMER MUST CALL FOR PICK UP
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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

Page: 1 of 2

Contractor's Application for Payment

Owner: City of Mission
Engineer: Melden and Hunt Inc.
Contractor: Posillico Civil Inc.
Project: Roadway & Drainage Improvements for Sharyland Business Park Subdivision
Contract: EDA # 08-79-05396 RFB # 21-446-09-16
Application No.: 14
Application Period: From 4/1/2023 to 5/1/2023
Application Date: 4/30/2023
Owner's Project No.: 21-446-09-16
Engineer's Project No.: 08599
Contractor's Project No.: 08599

1. Original Contract Price					
2. Net change by Change Orders					
3. Current Contract Price (Line 1 + Line 2)					
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					
5. Retainage					
a. 5% X	\$ 3,741,934.61	Work Completed =	\$ 187,096.73		
b. 5% X	\$ 36,292.52	Stored Materials =	\$ 1,814.63		
c. Total Retainage (Line 5.a + Line 5.b)			\$ 188,911.36		
6. Amount eligible to date (Line 4 - Line 5.c)			\$ 3,589,315.77		
7. Less previous payments (Line 6 from prior application)			\$ 3,328,868.99		
8. Amount due this application			\$ 260,446.78		
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)			\$ 1,305,904.99		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Posillico Civil Inc.
Signature: [Signature]

Recommended by Engineer

By: [Signature]
Title: Project Engineer
Date: 6-21-2023

Approved by Funding Agency

By: _____
Title: _____
Date: _____

Approved by Owner
By: [Signature]
Title: City Engineer
Date: 06/21/2023

By: _____
Title: _____
Date: _____

0.771819559

Progress Estimate - Unit Price Work

Owner:	City of Mission	Contractor's Project No.:	21-446-09-16
Engineer:	Melden and Hunt Inc.	Engineer's Project No.:	08599
Contractor:	Posillico Civil Inc.	Contractor's Project No.:	
Project:	Roadway & Drainage Improvements for Shawland Business Park Subdivision		
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16		

Contractor's Application for Payment

Application No.: 13		Application Period: From 04/01/23 to 04/30/23				Application Date: 05/01/23										
Bid Item No.	Description	Contract Information				Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed			Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		C	D	E	F					G	H					
Original Contract																
Revised Water Improvements On-Site																
1	12" PVC C900 DR18	8,000.00	LF	80.00	640,000.00	8,000.00	640,000.00	-	640,000.00	100%	-	640,000.00	100%	-		
2	Fire Hydrant W/6" Valve	26.00	EA	4,705.00	122,330.00	26.00	122,330.00	-	122,330.00	100%	-	122,330.00	100%	-		
3	12" x 12" Tapping Tee & Valve	4.00	EA	8,750.00	35,000.00	-	-	-	-	0%	-	-	0%	35,000.00		
4	2" Single Service Connection - Adjacent	11.00	EA	1,800.00	19,800.00	11.00	19,800.00	4.00	19,800.00	100%	-	19,800.00	100%	-		
5	2" Single Service Connection - Across	4.00	EA	6,500.00	26,000.00	4.00	26,000.00	2.00	26,000.00	100%	-	26,000.00	100%	-		
6	12" x 12" Tee	2.00	EA	1,000.00	2,000.00	2.00	2,000.00	2.00	2,000.00	100%	-	2,000.00	100%	-		
7	12" 90 Degree Elbow	3.00	EA	2,250.00	6,750.00	3.00	6,750.00	7.00	6,750.00	67%	-	7,000.00	88%	2,250.00		
8	12" 45 Degree Elbow	8.00	EA	1,000.00	8,000.00	7.00	7,000.00	1.00	7,000.00	100%	-	7,000.00	100%	-		
9	12" 11.5 Degree Elbow	1.00	EA	1,200.00	1,200.00	1.00	1,200.00	-	1,200.00	0%	-	1,200.00	0%	9,000.00		
10	8" Gate Valve W/Box	6.00	EA	1,500.00	9,000.00	-	-	-	-	0%	-	-	0%	660.00		
11	Valve Markers	6.00	EA	110.00	660.00	-	-	-	-	0%	-	-	0%	660.00		
12	Meter Boxes	15.00	EA	100.00	1,500.00	-	-	-	-	40%	-	600.00	40%	900.00		
2nd Revised Sanitary Sewer Improvements																
1	8" PVC SDR26 (0-6 Cut)	1,200.00	LF	29.00	34,800.00	1,360.00	39,440.00	-	39,440.00	113%	-	39,440.00	113%	(4,640.00)		
2	8" PVC SDR26 (6-8 Cut)	2,300.00	LF	29.00	66,700.00	1,804.00	52,316.00	-	52,316.00	78%	-	52,316.00	78%	14,384.00		
3	8" PVC SDR26 (8-10 Cut)	1,365.00	LF	31.00	42,315.00	1,802.00	55,862.00	-	55,862.00	132%	-	55,862.00	132%	(13,547.00)		
4	8" PVC SDR26 (10-12 Cut)	367.00	LF	55.00	20,185.00	-	-	-	-	0%	-	-	0%	20,185.00		
5	8" PVC SDR26 (12-14 Cut)	318.00	LF	35.00	11,130.00	-	-	-	-	0%	-	-	0%	11,130.00		
6	12" PVC SDR26 (12-14 Cut)	318.00	LF	88.00	27,984.00	-	-	-	9,228.52	33%	-	9,228.52	33%	18,755.48		
7	Manhole (12-14 Cut)	1.00	EA	5,700.00	5,700.00	-	-	-	4,307.75	76%	-	4,307.75	76%	1,392.25		
8	Manhole (10-12 Cut)	2.00	EA	5,000.00	11,000.00	-	-	-	7,687.30	70%	-	7,687.30	70%	3,312.70		
9	Manhole (8-10 Cut)	3.00	EA	5,000.00	15,000.00	3.00	15,000.00	-	15,000.00	100%	-	15,000.00	100%	-		
10	Manhole (6-8 Cut)	7.00	EA	4,600.00	32,200.00	8.00	36,800.00	-	36,800.00	114%	-	36,800.00	114%	(4,600.00)		
11	Manhole (0-6 Cut)	2.00	EA	4,400.00	8,800.00	3.00	13,200.00	-	13,200.00	150%	-	13,200.00	150%	(4,400.00)		
12	Single Service Connection - Adjacent	9.00	EA	2,250.00	20,250.00	9.00	20,250.00	-	20,250.00	100%	-	20,250.00	100%	-		
13	Single Service Connection - Across	6.00	EA	7,000.00	42,000.00	6.00	42,000.00	-	42,000.00	100%	-	42,000.00	100%	-		
14	Trench Excavation Protection	4,000.00	LF	3.50	14,000.00	4,406.00	15,421.00	-	15,421.00	110%	-	15,421.00	110%	(1,421.00)		
15	24" Steel Casing Bore Under Railroad	150.00	LF	165.00	24,750.00	-	-	-	-	58%	-	14,468.95	58%	10,281.05		
16	Connection to Existing Manhole	1.00	EA	1,600.00	1,600.00	1.00	1,600.00	-	1,600.00	100%	-	1,600.00	100%	-		
17	Revised Drainage Improvements: (Analsduas Way - Not Included)															
1	24" Storm Sewer (0-6 Cut)	730.00	LF	75.00	54,750.00	1,749.00	131,175.00	-	131,175.00	240%	-	131,175.00	240%	(76,425.00)		
2	24" Storm Sewer (6-8 Cut)	2,741.00	LF	50.00	137,050.00	2,012.00	100,600.00	-	100,600.00	73%	-	100,600.00	73%	36,450.00		
3	30" Storm Sewer (6-8 Cut)	354.00	LF	100.00	35,400.00	884.00	88,400.00	-	88,400.00	250%	-	88,400.00	250%	(53,000.00)		
4	30" Storm Sewer (8-10 Cut)	1,280.00	LF	88.00	112,640.00	797.00	70,136.00	-	70,136.00	62%	-	70,136.00	62%	42,504.00		
5	36" Storm Sewer (6-8 Cut)	1,035.00	LF	115.00	119,025.00	1,035.00	119,025.00	-	119,025.00	100%	-	119,025.00	100%	-		
6	Type A Curb Inlet (0-6 Cut)	21.00	EA	1,650.00	34,650.00	21.00	34,650.00	-	34,650.00	100%	-	34,650.00	100%	-		
7	Type A Curb Inlet (6-8 Cut)	4.00	EA	1,800.00	7,200.00	4.00	7,200.00	-	7,200.00	100%	-	7,200.00	100%	-		
8	Headwall/Downdrain (0-6 Cut)	1.00	EA	6,500.00	6,500.00	1.00	6,500.00	-	6,500.00	100%	-	6,500.00	100%	-		
9	Headwall/Downdrain (6-8 Cut)	1.00	EA	7,200.00	7,200.00	1.00	7,200.00	-	7,200.00	100%	-	7,200.00	100%	-		

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Mission	Owner's Project No.:	21-446-09-16
Engineer:	Melden and Hunt Inc.	Engineer's Project No.:	
Contractor:	Posillico Civil Inc.	Contractor's Project No.:	08599
Project:	Roadway & Drainage Improvements for Sharylind Business Park Subdivision		
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16		

Application No.: 13		Application Period: 04/01/23 to 04/30/23				Application Date: 05/01/23						
A	B	Contract Information			F	G	H	I	J	K	L	
		C	D	E								
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
								Value of Work Completed to Date (E X G) (\$)				
10	Headwall/Downdrain (8-10 Cut)	3.00	EA	7,250.00	21,750.00	3.00		21,750.00	-	21,750.00	100%	
11	Drainage Ditch (Excavate & Spread Evenly on Lots in 12" lifts (Approx 188,361 CY)	1.00	LS	374,700.00	374,700.00	1.00		374,700.00	-	374,700.00	100%	
12	SW3P Required	1.00	LS	5,000.00	5,000.00	1.00		5,000.00	-	5,000.00	100%	
13	Trench Excavation Protection	6,110.00	LF	3.50	21,385.00	6,204.00		21,714.00	-	21,714.00	102%	(329.00)
Erosion Control												
1	Silt Fence	13,600.00	LF	1.55	21,080.00	13,600.00		21,080.00	-	21,080.00	100%	
2	Inlet Bales	26.00	EA	45.00	1,170.00	26.00		1,170.00	-	1,170.00	100%	
3	Temporary Construction Entrance	2.00	EA	2,000.00	4,000.00	2.00		4,000.00	-	4,000.00	100%	
4	TCEQ Permit Fee (NOI) & (NOT)	1.00	LS	5,000.00	5,000.00	1.00		5,000.00	-	5,000.00	100%	
Miscellaneous Improvements												
1	4" PVC Sch 40 Gray Conduit Pipe	2,000.00	LF	8.00	16,000.00	6,764.00		54,112.00	-	54,112.00	338%	(38,112.00)
2	90 Degree Electrical Turn Ups	15.00	EA	35.00	525.00	34.00		1,190.00	-	1,190.00	227%	(665.00)
3	Performance and Payment Bond	1.00	LS	42,682.25	42,682.25	1.00		42,682.25	-	42,682.25	100%	
4	Transformer Pads (Commercial or Industrial)	15.00	EA	1,000.00	15,000.00	-		-	-	-	0%	15,000.00
5	Pull Box Pads (Commercial or Industrial)	15.00	EA	3,200.00	48,000.00	-		-	-	-	0%	48,000.00
6	Site Clearing	1.00	LS	35,300.00	35,300.00	1.00		35,300.00	-	35,300.00	100%	
2nd Revised Paving Improvements: (Anzalduas Way Not Included)												
1	Excavation and Grading	35,775.00	SY	1.05	37,563.75	35,775.00		37,563.75	-	37,563.75	100%	
2	8" Lime Treated Subgrade 3"	35,775.00	SY	1.00	35,775.00	35,775.00		35,775.00	-	35,775.00	100%	
3	Lime 3"	356.00	Tons	205.00	72,980.00	327.87		67,213.35	-	67,213.35	92%	5,766.65
4	12" Compacted Crushed Caliche Base W/Prime Coat	35,775.00	SY	10.00	357,750.00	33,000.00		330,000.00	-	330,000.00	92%	27,750.00
5	3" Hot Mix Asphalt Concrete W/Tack Coat	31,665.00	SY	18.00	569,970.00	-		-	-	-	0%	569,970.00
6	24" Curb and Gutter	12,400.00	LF	12.00	148,800.00	10,700.00		128,400.00	-	128,400.00	86%	20,400.00
7	6" Valley Gutter	100.00	LF	55.00	5,500.00	-		-	-	-	0%	5,500.00
8	Lot Grading	15.00	Lots	20,000.00	300,000.00	14.00		280,000.00	-	280,000.00	93%	20,000.00
9	Stop Bar Striping (24" Thermoplastic)	125.00	LF	20.00	2,500.00	-		-	-	-	0%	2,500.00
10	Street Intersection Signs W/STOP Signs	5.00	EA	500.00	2,500.00	-		-	-	-	0%	2,500.00
ORIGINAL CONTRACT TOTALS					\$ 3,910,000.00		\$ 3,146,255.35	\$ 36,292.52	\$ 3,182,547.87	81%	\$ 727,452.13	

Progress Estimate - Unit Price Work

Owner:	City of Mission	Owner's Project No.:	21-446-09-16
Engineer:	Melden and Hunt Inc.	Engineer's Project No.:	
Contractor:	Posillico Civil Inc.	Contractor's Project No.:	08599
Project:	Roadway & Drainage Improvements for Sharyland Business Park Subdivision		
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16		

Contractor's Application for Payment

Application No.: 13		Application Period: From 04/01/23 to 04/30/23				Application Date: 05/01/23									
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Contract Information		Materials Currently Stored (not in G) (\$)	Work Completed (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
						C	D					E	F	Work Completed	
														G	H
Change Orders															
1	12" Gate Valves w/Box	10.00	EA	4,590.00	45,900.00				45,900.00	100%	-				
2	8" Gate Valve w/Box	2.00	EA	3,200.00	6,400.00			-	6,400.00	100%	-				
3	8" x 12" Reducer	2.00	EA	1,450.00	2,900.00			-	2,900.00	100%	-				
4	8" Cut-In Tees	2.00	EA	2,400.00	4,800.00			-	4,800.00	100%	-				
5	12" Cut-In Tees	2.00	EA	3,025.00	6,050.00			-	6,050.00	100%	-				
6	16 IN Steel Casing	90.00	LF	158.00	14,220.00			-	14,220.00	100%	-				
7	Storm Sewer Inlet Adjustment	5.00	EA	2,550.00	12,750.00			-	12,750.00	100%	-				
8	Concrete Collars Around Inlets	25.00	EA	330.00	8,250.00			-	8,250.00	100%	-				
9	Sanitary Sewer Collars	3.00	EA	1,225.00	3,675.00			-	3,675.00	100%	-				
10	Sanitary Sewer Cleanout	1.00	EA	2,160.00	2,160.00			-	2,160.00	100%	-				
11	12" Lime Treated Subgrade	35,775.00	SY	3.45	123,423.75			-	123,423.75	100%	-				
12	Lime 4%	660.00	TON	368.00	242,880.00			-	242,880.00	100%	-				
13	Force Account - Jack/Bore Operation - Estimated Total	1.00	LS	511,812.01	511,812.01			-	122,270.51	24%	389,541.50				
CHANGE ORDER TOTALS					\$ 985,220.76			\$ 595,679.26	\$	595,679.26	60%	\$ 389,541.50			
Original Contract and Change Orders															
PROJECT TOTALS					\$ 4,895,220.76			\$ 3,741,934.61	\$	3,739,237.43	77%	\$ 1,156,003.35			

Stored Materials Summary

Owner:	City of Mission	Owner's Project No.:	21-446-09-16
Engineer:	Melden and Hunt Inc.	Engineer's Project No.:	
Contractor:	Posillico Civil Inc.	Contractor's Project No.:	08599
Project:	Roadway & Drainage Improvements for Sharyland Business Park Subdivision		
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16		

Application No.: 13			Application Period: From					04/01/23		to		04/30/23		Application Date: 05/01/23		
A	B	C	D	E	F	G	H	I	J	K	L	M				
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Materials Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Incorporated in Work this Period (\$)	Total Amount Incorporated In the Work (J+K) (\$)	Materials Remaining in Storage (L-M) (\$)				
6	21631		Type A Curb Inlet	Jobsite	1	6,173.00		6,173.00	6,173.00		6,173.00	-				
6	21702		Type A Curb Inlet	Jobsite	1	8,292.00		8,292.00	8,292.00		8,292.00	-				
6	21703		Type A Curb Inlet	Jobsite	1	9,674.00		9,674.00	9,674.00		9,674.00	-				
6	21820		Type A Curb Inlet	Jobsite	2	2,764.00		2,764.00	2,764.00		2,764.00	-				
6	22079		Type A Curb Inlet	Jobsite	2	2,764.00		2,764.00	2,764.00		2,764.00	-				
7	21966		Type A Curb Inlet	Jobsite	2	4,146.00		4,146.00	4,146.00		4,146.00	-				
1	S100788244.001		12" PVC C900 DR18	Jobsite	2	84,515.20		84,515.20	84,515.20		84,515.20	-				
1	S100788244.003		12" PVC C900 DR18	Jobsite	2	84,515.20		84,515.20	84,515.20		84,515.20	-				
1	S100788244.005		12" PVC C900 DR18	Jobsite	2	84,515.20		84,515.20	84,515.20		84,515.20	-				
1	S100788244.007		12" PVC C900 DR18	Jobsite	2	84,515.20		84,515.20	84,515.20		84,515.20	-				
5	S100788713.001		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.003		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
3	S100788713.005		30" Storm Sewer	Jobsite	2	4,200.00		4,200.00	4,200.00		4,200.00	-				
3	S100788713.007		30" Storm Sewer	Jobsite	2	4,200.00		4,200.00	4,200.00		4,200.00	-				
5	S100788713.009		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788712.011		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
2	S100788713.013		24" Storm Sewer	Jobsite	2	3,996.80		3,996.80	3,996.80		3,996.80	-				
5	S100788713.015		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.017		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.019		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.021		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.023		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.025		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
5	S100788713.027		36" Storm Sewer	Jobsite	2	4,000.00		4,000.00	4,000.00		4,000.00	-				
7	S100786673.001		12" 90 Degree Elbow	Jobsite	2	952.17		952.17	952.17		952.17	-				
8	S100786673.001		12" 45 Degree Elbow	Jobsite	2	2,100.00		2,100.00	2,100.00		2,100.00	-				
9	S100786673.001		12" 11.5 Degree Elbow	Jobsite	2	215.25		215.25	215.25		215.25	-				
6	S100786673.001		12" MJ Tuffrip	Jobsite	2	857.64		857.64	857.64		857.64	-				
6	S100786673.001		12" x 12" Tee	Jobsite	2	882.00		882.00	882.00		882.00	-				
1	S100786735.001		8" PVC SDR26	Jobsite	2	17,306.31		17,306.31	17,306.31		17,306.31	-				
3	S100786735.001		8" PVC SDR26	Jobsite	2	17,306.31		17,306.31	17,306.31		17,306.31	-				
6	S100786735.001		12" PVC SDR26	Jobsite	2	1,203.72		1,203.72	1,203.72		1,203.72	-				
2	S100786735.001		12" Mega Lig Kit for PVC	Jobsite	2	7,432.88		7,432.88	7,432.88		7,432.88	-				
3	S100786735.002		12" Mega Lig Kit for PVC	Jobsite	2	571.76		571.76	571.76		571.76	-				
7	S100786735.003		12" Mega Lig Kit for PVC	Jobsite	2	857.64		857.64	857.64		857.64	-				
8	S100786735.004		12" Mega Lig Kit for PVC	Jobsite	2	2,287.04		2,287.04	2,287.04		2,287.04	-				
9	S100786735.005		12" Mega Lig Kit for PVC	Jobsite	2	285.88		285.88	285.88		285.88	-				
2	S100788629.001		8" PVC SDR26	Jobsite	2	36,585.36		36,585.36	36,585.36		36,585.36	-				
6	S100788629.001		12" PVC SDR26	Jobsite	2	8,024.80		8,024.80	8,024.80		8,024.80	-				
16	S100788762.001		24" Steel Casing	Jobsite	2	13,000.50		13,000.50	13,000.50		13,000.50	-				
2	14354		Sand	Jobsite	2	180.00		180.00	180.00		180.00	-				
2	14365		Sand	Jobsite	2	120.00		120.00	120.00		120.00	-				
3	S100788784.001		12" Gate Valve	Jobsite	2	7,464.56		7,464.56	7,464.56		7,464.56	-				
3	S100788784.001		12" Flanged Bolt Kit	Jobsite	2	160.00		160.00	160.00		160.00	-				
2	S100788784.001		6" PVC Connection	Jobsite	2	3,570.00		3,570.00	3,570.00		3,570.00	-				

Stored Materials Summary

Owner: City of Mission
 Engineer: Melden and Hunt Inc.
 Contractor: Posillico Civil Inc.
 Project: Roadway & Drainage Improvements for Sharyland Business Park Subdivision
 Contract: EDA # 08-79-05396 RFB # 21-446-09-16

Contractor's Application for Payment

Owner's Project No.: 21-446-09-16
 Engineer's Project No.:
 Contractor's Project No.: 08599

Application No.: 13		Application Period: From 04/01/23 to 04/30/23				Application Date: 05/01/23						
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Incorporated in Work		Materials Remaining in Storage (L+I) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)			Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
3	S100788713.031		30" CLS III RCP PIPE 8'	Jobsite	3	1,012.50		1,012.50	1,012.50		1,012.50	
4	S100788713.037		30" CLS III RCP PIPE 8'	Jobsite	3	600.00		600.00	600.00		600.00	
4	S100788713.039		30" CLS III RCP PIPE 8'	Jobsite	3	4,200.00		4,200.00	4,200.00		4,200.00	
4	S100788713.041		30" CLS III RCP PIPE 8'	Jobsite	3	4,200.00		4,200.00	4,200.00		4,200.00	
1	S100788713.049		24" CLS III RCP PIPE 8'	Jobsite	3	3,497.20		3,497.20	3,497.20		3,497.20	
2	S100788713.051		24" CLS III RCP PIPE 8'	Jobsite	3	3,996.80		3,996.80	3,996.80		3,996.80	
2	S100788713.053		24" CLS III RCP PIPE 8'	Jobsite	3	3,996.80		3,996.80	3,996.80		3,996.80	
2	S100788713.055		24" CLS III RCP PIPE 8'	Jobsite	3	3,996.80		3,996.80	3,996.80		3,996.80	
2	S100788713.057		24" CLS III RCP PIPE 8'	Jobsite	3	3,996.80		3,996.80	3,996.80		3,996.80	
2	S100788713.061		24" CLS III RCP PIPE 8'	Jobsite	3	3,996.80		3,996.80	3,996.80		3,996.80	
2	S100805728.001		12" x 6" DI COMPACT MJ x FLG TEE	Jobsite	3	10,237.50		10,237.50	10,237.50		10,237.50	
12	S100784434.001		3"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	2,806.14		2,806.14	2,806.14		2,806.14	
11	S100784434.001		3"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	1,403.07		1,403.07	1,403.07		1,403.07	
11	S100784434.001		4"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	3,243.60		3,243.60	3,243.60		3,243.60	
11	S100784434.001		5"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	1,829.20		1,829.20	1,829.20		1,829.20	
11	S100784434.001		6"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	4,093.60		4,093.60	4,093.60		4,093.60	
11	S100784434.001		7"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	2,259.87		2,259.87	2,259.87		2,259.87	
10	S100784434.001		8"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	4,941.34		4,941.34	4,941.34		4,941.34	
10	S100784434.001		10"x48"x32" FIBERGLASS MANHOLE	Jobsite	3	2,892.27		2,892.27	2,892.27		2,892.27	
8	S100784434.001		12"x48"x32" FIBERGLASS MANHOL	Jobsite	3	2,892.27		2,892.27	2,892.27		2,892.27	2,892.27
7	S100784434.001		13"x48"x32" FIBERGLASS MANHOL	Jobsite	3	3,305.93		3,305.93	3,305.93		3,305.93	3,305.93
12	S100798626.001		JUMBO PLASTIC METER BOX W/RE	Jobsite	3	3,563.20		3,563.20	3,563.20		3,563.20	3,563.20
1	S100798626.001		12" DR 18 CLASS 150 C900 PVC PIP	Jobsite	3	600.00		600.00	600.00		600.00	600.00
16	S100798626.001		12" x 20" POLY CASING SPACER	Jobsite	3	6,899.20		6,899.20	6,899.20		6,899.20	6,899.20
3	S100798626.001		461-S 18-24 ADJ VALVE BOX COM	Jobsite	3	1,468.45		1,468.45	1,468.45		1,468.45	1,468.45
2	14494		Sand	Jobsite	3	240.00		240.00	240.00		240.00	240.00
2	14507		Sand	Jobsite	3	60.00		60.00	60.00		60.00	60.00
2	14504		Sand	Jobsite	3	300.00		300.00	300.00		300.00	300.00
2	14517		Sand	Jobsite	3	300.00		300.00	300.00		300.00	300.00
2	14529		Sand	Jobsite	3	540.00		540.00	540.00		540.00	540.00
2	14535		Sand	Jobsite	3	240.00		240.00	240.00		240.00	240.00
5	14550		Sand	Jobsite	3	300.00		300.00	300.00		300.00	300.00
5	14562		Sand	Jobsite	3	180.00		180.00	180.00		180.00	180.00
5	14582		Sand	Jobsite	3	180.00		180.00	180.00		180.00	180.00
5	14592		Sand	Jobsite	3	240.00		240.00	240.00		240.00	240.00
4	14595		Sand	Jobsite	3	240.00		240.00	240.00		240.00	240.00
4	14620		Sand	Jobsite	3	120.00		120.00	120.00		120.00	120.00
13	S100810369.002		8"x6 SDR26 GxGxG WYE	Jobsite	4	1,030.86		1,030.86	1,030.86		1,030.86	1,030.86
13	S100810369.002		6" SOLVENT WELD ADAPTER	Jobsite	4	254.70		254.70	254.70		254.70	254.70
13	S100810369.002		6" SOLVENT WELD RAISED PLUG	Jobsite	4	164.61		164.61	164.61		164.61	164.61
13	S100810369.002		6" SOLVENT WELD Cap	Jobsite	4	86.85		86.85	86.85		86.85	86.85
13	S100810369.002		6" PVC SEWER PIPE	Jobsite	4	2,073.46		2,073.46	2,073.46		2,073.46	2,073.46
13	S100810369.002		6" SDR35 45 BEND	Jobsite	4	292.86		292.86	292.86		292.86	292.86
13	S100810369.002		6" X 6' SDR26 GxGxG CLEANOUT T	Jobsite	4	2,588.22		2,588.22	2,588.22		2,588.22	2,588.22

Stored Materials Summary

Owner:	City of Mission	Contractor's Application for Payment
Engineer:	Melden and Hunt Inc.	Owner's Project No.: 21-446-09-16
Contractor:	Posillico Civil Inc.	Engineer's Project No.:
Project:	Roadway & Drainage Improvements for Sharyland Business Park Subdivision	Contractor's Project No.: 08599
Contract:	EDA # 08-79-05396 RFB # 21-446-09-16	

Application No.: 13			Application Period: 04/01/23 From				04/30/23 to				Application Date: 05/01/23		
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Materials Stored		Amount Stored to Date (G+H) (\$)	Incorporated in Work		Materials Remaining in Storage (L-L) (\$)		
						Previous Amount Stored (\$)	Amount Stored this Period (\$)		Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)		Total Amount Incorporated in the Work (J+K) (\$)	
14	S100810369.002		8"x6 SDR26 GxGx WYE	Jobsite	4	687.24		687.24	687.24		687.24	-	
14	S100810369.002		6" SOLVENT WELD ADAPTER	Jobsite	4	169.80		169.80	169.80		169.80	-	
14	S100810369.002		6" SOLVENT WELD RAISED PLUG	Jobsite	4	109.74		109.74	109.74		109.74	-	
14	S100810369.002		6" SOLVENT WELD Cap	Jobsite	4	57.90		57.90	57.90		57.90	-	
14	S100810369.002		6" PVC SEWER PIPE	Jobsite	4	1,382.30		1,382.30	1,382.30		1,382.30	-	
14	S100810369.002		6" SDR35 45 BEND	Jobsite	4	195.24		195.24	195.24		195.24	-	
14	S100810369.002		6" X 6" SDR26 GxGx CLEANOUT T	Jobsite	4	1,725.48		1,725.48	1,725.48		1,725.48	-	
7	22953		Type A-1 Curb Inlet Complete	Jobsite	4	2,027.00		2,027.00	2,027.00		2,027.00	-	
2	S100788713.087		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80		3,996.80	3,996.80		3,996.80	-	
2	S100788713.089		24" CLS III RCP PIPE 8'	Jobsite	5	3,197.44		3,197.44	3,197.44		3,197.44	-	
2	S100788713.091		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80		3,996.80	3,996.80		3,996.80	-	
2	S100788713.093		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80		3,996.80	3,996.80		3,996.80	-	
2	S100788713.095		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80		3,996.80	3,996.80		3,996.80	-	
2	S100788713.097		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80		3,996.80	3,996.80		3,996.80	-	
2	S100788713.099		24" CLS III RCP PIPE 8'	Jobsite	5	3,996.80		3,996.80	3,996.80		3,996.80	-	
2	S100811196.005		18-24 Valve Box Complete	Jobsite	5	1,440.00		1,440.00	1,440.00		1,440.00	-	
2	S100811196.002		6" Gate Valve	Jobsite	5	17,122.56		17,122.56	17,122.56		17,122.56	-	
2	S100811196.005		6" MJ TurfGrip for PVC	Jobsite	5	2,847.84		2,847.84	2,847.84		2,847.84	-	
2	S100811196.005		6" (150 lb) Flanged Bolt Kit	Jobsite	5	360.00		360.00	360.00		360.00	-	
4	S100811196.002		2" Gate Valve	Jobsite	5	3,990.03		3,990.03	3,990.03		3,990.03	-	
4	S100811196.005		2" x 4" Brass Nipple	Jobsite	5	275.00		275.00	275.00		275.00	-	
4	S100811196.005		18-24 Valve Box Complete	Jobsite	5	660.00		660.00	660.00		660.00	-	
4	S100811196.002		2" Joint Straight CPL	Jobsite	5	337.72		337.72	337.72		337.72	-	
4	S100811196.005		2" Brass Saddle	Jobsite	5	2,795.87		2,795.87	2,795.87		2,795.87	-	
4	S100811196.002		2" Poly Service Tube	Jobsite	5	2,191.00		2,191.00	2,191.00		2,191.00	-	
5	S100811196.002		2" Poly Service Tube	Jobsite	5	313.00		313.00	313.00		313.00	-	
5	S100811196.002		2" Corp Stops	Jobsite	5	1,153.88		1,153.88	1,153.88		1,153.88	-	
5	S100811196.005		2" Brass Saddle	Jobsite	5	762.51		762.51	762.51		762.51	-	
7	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	454.55		454.55	-		-	454.55	
8	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	909.10		909.10	-		-	909.10	
10	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	1,363.65		1,363.65	1,363.65		1,363.65	-	
11	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	3,181.85		3,181.85	3,181.85		3,181.85	-	
12	S100811196.005		Sanitary Sewer Ring and Cover	Jobsite	5	909.10		909.10	909.10		909.10	-	
7	S100811196.002		2" Grade Ring	Jobsite	5	210.00		210.00	-		-	210.00	
8	S100811196.002		2" Grade Ring	Jobsite	5	420.00		420.00	-		-	420.00	
10	S100811196.002		2" Grade Ring	Jobsite	5	630.00		630.00	630.00		630.00	-	
11	S100811196.002		2" Grade Ring	Jobsite	5	1,470.00		1,470.00	1,470.00		1,470.00	-	
12	S100811196.002		2" Grade Ring	Jobsite	5	420.00		420.00	420.00		420.00	-	
7	S100811196.002		Inflow Protector	Jobsite	5	80.00		80.00	-		-	80.00	
8	S100811196.002		Inflow Protector	Jobsite	5	160.00		160.00	-		-	160.00	
10	S100811196.002		Inflow Protector	Jobsite	5	240.00		240.00	240.00		240.00	-	
11	S100811196.002		Inflow Protector	Jobsite	5	560.00		560.00	560.00		560.00	-	
12	S100811196.002		Inflow Protector	Jobsite	5	160.00		160.00	160.00		160.00	-	
Totals						\$	724,005.92	\$	687,713.40	\$	687,713.40	\$	36,292.52

CONTROL NO: RFB # 21-446-09-16
 PROJECT NAME: Shary Business Park Subdivision
 PC NO: 8599
 C.O. NO: 010
 DATE: 04/28/23



CHANGE ORDER DESCRIPTION

Shary Business Park - Jack & Bore [Force Account] - Cost Incurred During April 2023

Labor	Shifts	HR	Rate	Base Total	Taxes/Insur 55%	Markup 25%	Total Cost
			\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -

Equipment	Pieces	HR	Rate	Base Total	Markup 15%	Total Cost
			\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Materials / Other	Unit	Quantity	Unit Price	Material Cost	Markup 25%	Total Cost
				\$ -	\$ -	\$ -

Subcontractor	Unit	Quantity	Unit Price	Sub Cost	Markup 5%	Total Cost
GLZ Construction Dewatering	EA	1	\$ 29,000.00	\$ 29,000.00	\$ 1,450.00	\$ 30,450.00
				\$ 29,000.00	\$ 1,450.00	\$ 30,450.00

Subtotal \$ 30,450.00
 1% Bond Cost \$ 304.50

Total \$ 30,754.50



GLZ Construction LLC
724 W. Monte Cristo Rd.
Edinburg, TX 78541
Phone : 956 - 732 - 0093 Heriberto Quintanilla

QUOTE

Date
3/6/2023

QUOTE
1

PO # _____

Name / Address
POSILLICO INC

Project Name
DEWATERING SERVICE

No.	Description	QTY	Rate	UNIT	Total
DEWATERING					
1	DEWATERING, INCLUDE: 2 PUMPS, 148 FT PVC PIPE W/ 22 2" WELLPOINTS, REFUELING, LABOR & MATERIALS, FOR 1 MONTH OF WORK	1.00	\$ 29,000.00	LS	\$ 29,000.00
GRAND TOTAL					\$ 29,000.00

*Note: no permits, no utility fee, no city
connect fees, no SW3P no testing fee
and no retaining wall in proposal*

Any Alteration or Deviation from above Specification Involving Extra Cost
Will be Executed only upon Written orders, and will become an extra Charge,
Over and Above the Estimate. All agreements Contingent upon strikes, Accidents
or Delays beyond our Control.

Authorized Signature _____

GLZ Construction Signature _____

AGENDA ITEM & RECOMMENDATION SUMMARY

ITEM 7

MEDC X

MEETING DATE: 6/28/2023

Agenda Item: Deliberation and possible action regarding the approval of a Master Service Agreement and Service Order between Mission EDC and SmartCom Telephone

Prepared by: Teclo J. Garcia, CEO

Nature of Request: (Brief Overview)

Attachments: Yes X No

We are increasing our existing level of service from 100Mb-100Mb to 1Gb-1Gb while also reducing our monthly service cost by leveraging City of Mission's contract secured through competitive procurement.

Staff Recommendation: Approval

Chief Executive Officer's Recommendation: 11/3 Approved ___ Disapproved ___ None ___ Pending ___

City Manager's Recommendation: For Approved ___ Disapproved ___ None ___ Pending ___

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED:

AYES

NAYS

DISSENTING



600 Ash Ave., McAllen, Texas 78501 Phone: (956) 687-7070

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this “Master Service Agreement” or “MSA”) is entered into effective as of the date set forth in the signature block of the Service Order (the “Effective Date”) by and between SmartCom Telephone, LLC (“Seller”), on behalf of itself and its applicable Affiliates (as further set forth herein), and the buyer identified and signing the Service Order (“Buyer”) for the provision of certain services, as set forth therein, to Buyer by Seller and/or its Affiliates.

As used in this Master Service Agreement and in any document incorporated into this Agreement by reference, “Agreement” means this Master Services Agreement, the Definitions and General Terms, its attachments, other documents referred to herein by reference, including, without limitation, the Product Supplements, and the Service Orders accepted by Seller pursuant to the terms hereof. In consideration of the mutual promises and agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller (or, as applicable, its Affiliate) agrees to provide and Buyer agrees to purchase the Services according to the terms of this Agreement. **BY SIGNING THE SERVICE ORDER, BUYER ACKNOWLEDGES AND REPRESENTS THAT PRIOR TO ITS EXECUTION OF THE SERVICE ORDER IT HAS FULLY READ AND UNDERSTANDS (a) THIS MSA, (b) THE DEFINITIONS AND GENERAL TERMS DEFINED IN SECTION 1 BELOW, (c) EACH OF THE APPLICABLE PRODUCT SUPPLEMENTS, (d) ALL OTHER REFERENCED SCHEDULES, EXHIBITS AND/OR ATTACHMENTS, AND (e) SERVICE ORDERS EXECUTED IN CONJUNCTION HERewith OR PURSUANT TO THE TERMS HEREOF AND AGREES THAT THE DEFINITIONS AND GENERAL TERMS, THE APPLICABLE PRODUCT SUPPLEMENTS, SERVICE ORDERS AND ANY OTHER DOCUMENTS REFERRED TO AND INCORPORATED INTO THIS AGREEMENT ARE A PART OF THIS AGREEMENT AS IF SET FORTH HEREIN IN THEIR ENTIRETY. EXECUTION OF THE SERVICE ORDER CONSTITUTES AN AGREEMENT AND ACKNOWLEDGMENT THAT THE RELEASE, INDEMNIFICATION, AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND ARE CONSPICUOUS.**

1. **DEFINITIONS AND GENERAL TERMS.** The provisions set forth in Seller’s Definitions and General Terms, which are posted under the Terms & Conditions link at www.smartcomtelephone.com/terms, as of the Effective Date (the “Definitions and General Terms”) are hereby incorporated into this Agreement by reference and made a part hereof for all purposes as if fully set forth herein. In addition to terms or phrases defined elsewhere in the Master Services Agreement, in any Product Supplement or in any other part of this Agreement, where capitalized in this Agreement, the terms or phrases defined in the Definitions and General Terms shall have the meanings set forth therein.
2. **SERVICES; PRODUCT SUPPLEMENTS.** (a) Subject to Seller’s acceptance of Service Orders submitted by Buyer pursuant to the terms and conditions set forth below, Seller will provide the Services to Buyer described in and pursuant to the terms of the Product Supplement(s), which Product Supplements are posted under the Terms & Conditions link at www.smartcomtelephone.com/terms and are hereby incorporated into this Agreement by reference and made a part hereof for all purposes as if fully set forth herein.
 (b) The Services that are available pursuant to this Master Services Agreement and the applicable Product Supplements may be requested by Buyer by submission of a Service Order to Seller. Charges and rates for ordered Services shall be set forth in the Service Order, with any additional applicable rates set forth in Seller’s Miscellaneous Price Schedule. Seller’s Miscellaneous Price Schedule, if applicable, is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms and may be changed from time to time by Seller during the Term of this Agreement. If requested by Buyer in a Service Order in the form required by Seller, and accepted by Seller in a Firm Order Confirmation (a “FOC”), then Seller shall provide to Buyer and Buyer shall purchase from and pay Seller for the Services set forth therein. In each Service Order submitted by Buyer, Buyer will provide (i) all of the required information set forth in the Service Order applicable to the particular Service and (ii) any other information reasonably necessary to enable Seller to provide the Service. If Seller accepts the Service Order it shall send a FOC to Buyer by facsimile, electronically or mail. If Seller desires to accept the Service Order but requires modifications of the Service Order, then Seller shall require Buyer to submit a new Service Order on mutually agreeable terms. Seller shall specify the Scheduled Service Date in the FOC provided for the applicable Service. In the event the Scheduled Service Date, Provisioning Interval or other date of service

stated in the FOC conflicts with the requested service date on the Service Order, the Service date stated in the FOC shall govern as the Scheduled Service Date, subject to written agreement of the parties to expedite or delay such date and any applicable charges for such expediting or delay. If the Commencement Date does not occur on or before the Scheduled Service Date, unless due to an act or omission of Buyer or a third party, a Force Majeure Event, or as otherwise may be provided in the applicable Product Supplement, then Buyer shall be entitled to the remedies set forth in the Product Supplement for the relevant Service, WHICH REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE DELAY OF SERVICE. If applicable for the Service, Seller shall conduct any applicable tests as set forth in the applicable Product Supplement to demonstrate that the Service meets the specifications set forth in that Product Supplement. Buyer and its Users shall cooperate and provide reasonable assistance with same, if applicable. Seller shall notify Buyer in writing when such Service is available for use (the applicable "Installation Notification"), and the date upon which the Installation Notification is issued shall be the "Commencement Date" for the applicable Service. Charges for a Service shall begin accruing upon the earlier of (i) the commencement of the applicable Service (which shall include Buyer's transmission of any traffic, if applicable, or other use of the facilities or Service for other than testing purposes) or (ii) the later of the Scheduled Service Date or the Commencement Date.

(c) The Point of Demarcation for all applicable Services originating and terminating on Seller's facilities shall be as set forth in the Service Order, unless modified by the FOC. The Point of Demarcation for any applicable Services originating or terminating on Third Party Facilities shall be determined by the third party which owns and/or operates such facilities. For applicable Services, unless otherwise set forth in a Service Order, Seller shall be responsible for installing, maintaining and repairing equipment, and performing monitoring on Buyer's side of the Point of Demarcation; provided that any costs incurred by Seller in this regard may be recovered as Non-Recurring or Recurring Charges under this Agreement as set forth in an agreed Service Order. Buyer and all Users shall conduct their operations in a manner that does not interrupt, impair or interfere with the operations of the interconnecting systems at or on Seller's side of the Point of Demarcation. Buyer and Users shall not adjust, align, attempt to repair, relocate or remove Seller's equipment or facilities, except as expressly authorized by Seller. If the equipment and facilities of Buyer or any User are not compatible with a Service provided to Buyer, any special interface equipment or facilities necessary to achieve compatibility shall be the sole responsibility and expense of the Buyer. Seller's equipment shall remain the sole and exclusive property of Seller, and nothing contained herein shall give or convey to Buyer any right, title or interest whatsoever in Seller's equipment. Seller's equipment shall at all times be and remain personal property, notwithstanding that it may be or become attached to or embedded in real property. Unless authorized by the Seller, Buyer shall not, and shall cause any User not to, tamper with, remove or conceal any identifying plates, tags or labels affixed to Seller's equipment or facilities and will not cause or permit Seller's equipment or facilities to be or become encumbered by any liens, security interests or other encumbrances.

(d) Buyer and, to the extent applicable, each User shall provide Seller and its agents and contractors, at no cost to Seller or its agents or contractors, all necessary or appropriate access whenever required to provide, modify and/or cease providing the Service under this Agreement, and all necessary or appropriate space, power and environmental conditions at any applicable Point of Demarcation. Where the granting of access or right-of-way to Seller and its agents and contractors requires the consent or approval of third parties, Buyer shall obtain such consent or approval on behalf of Seller and its agents and contractors. Buyer shall be liable for any loss or damage, including theft, to Seller's equipment or facilities to the extent that such loss or damage is the result of Buyer's or any Users', employees', agents' or contractors' negligent acts or omissions, willful misconduct, or breach of the terms of this Agreement.

3. **CHARGES AND PAYMENTS.** (a) The Service Order and/or Seller's Miscellaneous Price Schedule will set forth any one-time, non-recurring charges that may be applicable to the relevant Services (The "Non-Recurring Charges"), variable usage-based charges (the "Usage Charges"), and any Recurring Charges that may be applicable to the relevant Services (collectively, the "Charges"). Buyer shall be responsible for the payment of, and shall hold Seller and its Affiliates, harmless from and against, any sales, use, excise, consumption, access, bypass, gross receipts, duty, assessment, value-added and/or other taxes, fees, charges or regulatory surcharges that may arise in any jurisdiction (collectively "taxes") which are assessed by reason of the provision, sale or use of Services by Seller to Buyer under this Agreement (other than taxes imposed on Seller's net income, capital, or net worth). Buyer shall immediately pay Seller for any all such taxes. Seller may be required to report revenues from certain purchases of Services and/or make contributions based on such revenues and/or sales to a state and/or federal Universal Service Fund ("USF") and various other local, state and federal government and/or quasi-governmental programs (collectively, the "Funding Programs"). Seller may impose one or more fees and/or

surcharges to recover from Buyer the contributions made to such Funding Programs and Seller's costs associated therewith. Buyer understands and agrees that Seller may assume such contributions to the Funding Program are applicable to the Services provided to Buyer and charge and collect such assessments unless and until Buyer provides adequate exemption documentation and/or other required proof to Seller as determined by Seller in its sole discretion. Buyer shall provide any and all relevant government tax and/or Funding Program exemption proof to Seller prior to the provision of Services. If Buyer is not able to provide such satisfactory exemption proof, or there is no applicable exemption, Seller may charge Buyer, and Buyer shall pay Seller, taxes, and surcharges as set forth above. Buyer shall comply with all Applicable Laws permitting it to collect taxes or other charges from Users and/or requiring it to make payments to Funding Programs.

(b) Buyer shall be liable for Charges for all of its and any Users' use of the Services, and shall be so liable whether or not it receives payment or reimbursement for the same from Users. Seller shall provide Buyer invoices for the Charges and any other amounts owed by Buyer to Seller under this Agreement. All invoices shall be sent to Buyer's billing address set forth in the Service Order. Buyer agrees to make payment under this Agreement to Seller in available funds by check or wire transfer at such location as Seller may from time to time designate in writing on the invoice or otherwise. Buyer shall pay Seller such invoices on or before thirty (30) days after the date of the invoice for the Services provided or amounts otherwise owed under this Agreement, without deduction, setoff or delay for any reason. If the Services commence or end on a day other than the first day of a calendar month, then any Recurring Charges that are applicable for the period in which such Services commence or end shall be prorated in the proportion that the number of days the Services are provided in such month bears to the total number of days in the month. If the invoiced amount is not paid when due, then a late charge on any unpaid amount shall accrue and be owed at a rate of one and one-half percent (1 ½ %) per month, not to exceed any applicable maximum lawful rate, and Buyer shall pay to Seller any court costs, reasonable attorney's fees and all other costs of collection which Seller may incur in enforcing the terms of this Agreement. If such non-payment continues after the due date of such payment, then Seller may, without notice, suspend the Services without liability and without prejudice to its right to exercise other remedies. If any overcharge or undercharge shall at any time be found and the invoice therefore has been paid, Seller shall refund the amount of any overcharge received by Seller and Buyer shall pay the amount of any undercharge within thirty (30) days after final determination thereof; provided, there shall be no retroactive adjustment of any such overcharge or undercharge if the matter is not brought to the attention of the Seller in writing within one hundred twenty (120) days following the date the Services were provided under this Agreement regarding which the overcharge or undercharge applies; provided that such adjustment period shall be adjusted to coincide with the period in which adjustments are permitted under a third party's contract or tariff, whichever is applicable, with respect to Services provided on Third Party Facilities to the extent that such contract or tariff provides for different adjustment periods than those set forth above.

(c) In order to support Buyer's payment obligations under this Agreement, Seller may perform a credit review of Buyer from time to time. Based on Seller's credit review and/or other information available to Seller (including any history of delinquent payments), Seller may require Buyer at any time to provide adequate assurances that it will pay all obligations as they become due by providing to Seller a deposit or other Performance Assurance in the form and amount requested by Seller with five (5) days of such request. Notwithstanding provisions of Applicable Law, the Seller shall have the right to comingle, invest, and use cash collateral that Seller holds as Performance Assurance, and shall not be liable to Buyer for the payment or accrual of any interest thereon. Buyer grants Seller a present and continuing security interest in and to, lien upon, and right of set-off against any and all Performance Assurance. Upon the expiration of this Agreement, any Performance Assurance held by Seller may be applied to any outstanding charges hereunder and any remainder thereof shall be returned to Buyer, or in respect of a letter of credit, to the issuer thereof upon the settlement of the account.

4. **OPERATING AND PERFORMANCE MATTERS.** The operating and performance standards for each Service shall be as set forth in the Product Supplement for the relevant Service. Seller will provide Buyer five (5) days' prior written notice of any scheduled maintenance performed by or on behalf of Seller on its facilities that, in Seller's sole opinion, has a substantial likelihood of noticeably affecting the Service. Seller will provide Buyer as much advance notice as reasonably practicable with regard to any scheduled maintenance performed on any Third Party Facilities that provides Services under this Agreement. Notwithstanding the foregoing, in the event of an emergency, Seller will have the right to perform maintenance and/or restoration of its facilities or Third Party Facilities (including, without limitation, actions required to restore continuity to a severed or partially severed fiber optic cable, restore dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions), and Seller will notify Buyer as soon as reasonably practicable thereafter. Buyer will follow Seller's procedures and processes for reporting repair, problem and maintenance requirements

associated with the Services provided to Buyer. If, on responding to a Buyer-initiated service call, Seller determines that the cause of a Service Outage or other problem is a failure, a malfunction or the inadequacy of Buyer's equipment or facilities, then Buyer shall compensate Seller, at Seller's prevailing rates, for time and materials expended during the service call. The remedies associated with any failure or delay of Seller (a) to provide the Services in accordance with the operating and performance standards set forth in the Product Supplement for the relevant Service, (b) to maintain and operate facilities in accordance with Sections 4 and 6, and/or (c) to otherwise perform in accordance with any other obligations it may have under this Agreement or otherwise to Buyer (any failure of Seller with respect to (a), (b), or (c) above being referred to as a "Performance Failure") shall be exclusively in the form of the liquidated damages and other express remedies (the "Performance Liquidated Damages") set forth in the Product Supplement for the relevant Service. BUYER'S RIGHT TO RECEIVE SUCH PERFORMANCE LIQUIDATED DAMAGES SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A PERFORMANCE FAILURE, EVEN IF SUCH REMEDY IS DEEMED TO FAIL ITS ESSENTIAL PURPOSE.

5. **TERM OF AGREEMENT.** (a) The term of this Agreement shall be for a period of three (3) years from the Effective Date ("Initial Term"). The term of this Agreement shall continue year to year after the Initial Term until terminated prior to the beginning of any contract year upon sixty (60) day's prior written notice by either Party delivered to the other party (with the combination of the Initial Term and any extension thereof in accordance with this Section 5(a) being referred to as the "Term"). Each Service Order placed under this Agreement shall have its own term, as indicated on such Service Order ("Service Term"). At the end of the Service Term for any Service Order, such Service Order shall continue on a year-to-year basis ("Extension Period") unless either Party gives written notice to the other that such Service Order shall not be continued, such notice to be delivered at least sixty (60) days before the end of the Service Term, or the Extension Period. Buyer's Charges, as set forth in the Service Order, for Services provided by Seller during the Service Term shall continue to apply to Buyer's Service throughout any Extension Period, unless modified by Seller on thirty (30) days' notice. If the Service Term of one or more Service Orders extends beyond the expiration or termination of this Agreement, notwithstanding the language above, then this Agreement will remain in effect as to each Service Order then in effect until the Service Terms for such Service Orders placed hereunder have expired. In no event will new Service Orders under this Agreement be permitted if the Agreement has expired or been terminated.
- (b) If Buyer desires to terminate any Service after Seller's acceptance of the Service Order and prior to the expiration of the Service Term, Buyer may do so by providing notification thereof to Seller at least thirty (30) days in advance of such termination. Unless otherwise agreed by the Parties in the Service Order for such terminated Service, in the event of any such termination, an amount equal to the Termination Charge, which shall be equal to the sum of (i) any Non-Recurring Charges applicable to the terminated Service to the extent not already paid by Buyer (including any and all waived Non-Recurring Charges); (ii) the Recurring Charge and/or minimum Usage Charges applicable to the terminated Service multiplied by the number of months (or other applicable billing interval) then remaining until the end of the applicable Service Term established pursuant to the Service Order for such terminated Service, plus any applicable taxes and surcharges for contributions to Funding Programs; (iii) any termination costs payable by Seller to any Third Party associated with any portion of the applicable terminated Service being provided on any Third Party Facilities and (iv) any reasonable internal costs that are not otherwise recovered by Seller through the payment of the amounts set forth in (i) through (iii) above.
- (c) A Party ("The Non-Defaulting Party") shall have the right to terminate this Agreement upon an Event of Default by the other Party (the "Defaulting Party") upon prior written notice to the Defaulting Party provided no later than the cure of any such Event of Default. The Non-Defaulting Party may, either additionally or in the alternative, elect to terminate one or more of the Services for which an Event of Default has occurred. An "Event of Default" shall be deemed to have occurred with respect to a Defaulting Party upon the occurrence of any of the following: (i) the failure by Buyer to make, when due, any payment required pursuant to the Agreement, or to provide Performance Assurance as provided in Section 3(c); (ii) the failure to perform any material covenant or obligation set forth in this Agreement (other than an Event of Default under (i), above, or any default for which the exclusive remedy is provided in Section 2 or, any other provision of this Agreement or the Product Supplement for the relevant Service), if such failure is not remedied within thirty (30) days after written notice thereof by the Non-Defaulting Party to the Defaulting Party; provided that if such default is not capable of being cured within such thirty day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time (not to exceed ninety (90) days) so long as the Defaulting Party is exercising reasonable diligence to cure such failure; (iii) the Defaulting Party becomes Bankrupt; (iv) Buyer merges with or into, or reorganizes, amalgamates, consolidates or enters into any other transaction in which substantially all

of its assets are transferred to, another Person who fails to assume all of Buyer's obligations under this Agreement; or (v) Buyer fails to comply with the credit provisions set forth in Section 3(c). If an Event of Default with respect to Buyer occurs, in addition and without prejudice to its right to terminate as set forth above, Seller shall have the right without notice to Buyer to suspend the performance of all or part of its obligations under this Agreement for so long as such Event of Default is continuing. Upon termination of any Services and/or the Agreement under this Section 5(c), to the extent that Buyer is the Defaulting Party, Buyer shall be obligated to pay the Termination Charge and any outstanding charges for Services rendered prior to such termination and such obligations to pay shall expressly survive the termination of both the Services and this Agreement. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER'S RIGHT TO TERMINATE THIS AGREEMENT AS A RESULT OF AN EVENT OF DEFAULT BY SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY ASSOCIATED WITH SUCH EVENT OF DEFAULT.**

(d) If Buyer or any User has been permitted to install or furnish equipment or other property for use in connection with a Service ("Equipment") in any area owned or controlled by Seller, its Affiliates or their respective contractors or agents, and if Buyer fails to remove (or cause the User to remove) such Equipment from such area within ten (10) days after the expiration of the applicable Term or termination of the applicable Service Order, Seller may, without notice or demand and in addition to any other right or remedy available at law or equity, take possession of such Equipment, without being guilty of trespass. Seller may use all force necessary to effect such entry, to remove Buyer, to remove any person or User, or to remove any or all of Buyer's or a User's Equipment from such areas and store the same, all at Buyer's expense. Any Equipment removed may be stored in any public warehouse or elsewhere at the costs of and for the account of Buyer, and Seller shall not be responsible for the care or safekeeping thereof. Buyer expressly waives any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts, and shall ensure that all Users agree to a substantially similar waiver. Any Equipment so removed will be returned to Buyer upon payment in full of all storage costs, past due license fees and Charges. If within ten (10) days following such Equipment removal, Buyer has not requested the return of its Equipment and paid any sums owed, then Seller may exercise all rights of ownership over such Equipment including the right to sell same and retain possession of sale proceeds. Seller's exercise of any remedies provided for in this section shall be without prejudice to any other remedies Seller may have provided for herein or by Applicable Law.

6. INDEMNITIES AND LIMITATIONS OF LIABILITY. (a) Seller Indemnity. Subject to the other provisions of this Agreement, Seller, on behalf of itself, its Affiliates, successors and assigns, agrees to indemnify, defend and hold harmless Buyer, its Affiliates, and their successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims for personal injury or damage to tangible personal or real property that arise from or out of Seller's gross negligence or willful misconduct in performing its obligations under this Agreement.

(b) Buyer Indemnity. Subject to the other provisions of the Agreement, Buyer, to the extent permitted by the laws of the State of Texas, if applicable, on behalf of itself, its Affiliates, successors, assigns, officers, directors, employees and agents, agrees to indemnify, defend and hold harmless Seller, and its Affiliates, and their successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims (i) for personal injury or property damage that arise from or out of Buyer's or any User's negligence or willful misconduct, (ii) arising from or relating to the Service or any content used or transmitted by Buyer or any Users over the Services, (iii) made against Seller by any Users, or (iv) arising from or relating to Buyer's or any User's breach of any of Buyer's representations or obligations under this Agreement. The term "property" as used in this Section 6(b) shall include real, personal, tangible, and intangible property. **THE PARTIES INTEND THAT THE INDEMNITY OBLIGATIONS IN THIS SECTION 6(b) SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF SELLER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.**

(c) Damages / Causes of Action. (i) For purposes of this Section 6(c), the term "Seller" shall be deemed to include Seller, its Affiliates, owners, directors, officers and employees, and any person or entity assisting Seller in its performance pursuant to this Agreement. (ii) NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF SELLER TO BUYER (A) FOR BODILY INJURY OR DEATH TO ANY PERSON OR FOR DAMAGE TO ANY REAL OR TANGIBLE PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER SHALL BE LIMITED TO BUYER'S RIGHT TO PROVEN DIRECT DAMAGES, AND (B) FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH IN SUBSECTION (A) AND NOT OTHERWISE EXCLUDED OR LIMITED BY THIS AGREEMENT, SHALL, IF SELLER IS JUDICIALLY DETERMINED TO HAVE SOME LIABILITY TO

BUYER, FOR WHATEVER REASON, ARISING UNDER OR RELATED TO ACTS OR OMISSION RELATED TO THIS AGREEMENT, IN THE AGGREGATE FOR ALL SUCH ACTS OR OMISSIONS, BE LIMITED TO AN AMOUNT EQUAL TO THE RECURRING CHARGES UNDER THIS AGREEMENT FOR THE FIRST SIX (6) MONTHS OF THE TERM HEREOF (iii) NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY BUYER OR ANY USER ARISING FROM OR RELATED TO ANY CATASTROPHIC STORMS OR FLOODS, FIRES, LIGHTNING, EARTHQUAKES OR OTHER ACTS OF GOD, WARS, CIVIL DISTURBANCES, REVOLTS, INSURRECTIONS, TERRORIST ACTIVITY, SABOTAGE, THEFT, VANDALISM, TRANSPORTATION DISASTERS, EXPLOSIONS, OR OTHER EVENT OF CASUALTY; (iv) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BUYER OR SELLER OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL LOSS OR DAMAGE (OTHER THAN SUCH DAMAGES AS MAY BE INCLUDED AS A COMPONENT OF LIQUIDATED DAMAGES OR TERMINATION CHARGES UNDER THIS AGREEMENT) SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSION RELATED TO THIS AGREEMENT WHETHER OR NOT ARISING FROM SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF INDEMNITY PROVISIONS, BREACH OF WARRANTY OR ANY OTHER THEORY OR SOURCE, WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY THEREFROM. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY SELLER; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT OF SERVICE CREDIT ALLOWANCES SPECIFIED IN THE RELEVANT PRODUCT SUPPLEMENT) OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF BUYER'S OR ANY THIRD PARTY'S APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

(d) IN ADDITION TO THE FOREGOING LIMITATIONS ON LIABILITY, BUYER HEREBY WAIVES ANY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTING WITH AN ATTORNEY, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER. BUYER EXPRESSLY AGREES, ACKNOWLEDGES, REPRESENTS, WARRANTS AND COVENANTS THAT IN CONSIDERING THIS AGREEMENT AND THIS SECTION THAT BUYER (i) HAS KNOWLEDGE AND EXPERIENCE IN THE TELECOMMUNICATIONS, DATA CENTER, AND INTERNET TRANSPORT BUSINESS AND SUCH KNOWLEDGE AND EXPERIENCE ENABLES BUYER TO EVALUATE THE MERITS AND RISKS OF ALL OF THE TRANSACTIONS, OPERATIONS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, AND (ii) HAS THE ABILITY TO PROCURE SERVICE FROM OTHER PROVIDERS AND IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION RELATIVE TO SELLER, BUT THAT BUYER HAS AGREED TO THIS AGREEMENT AND SPECIFICALLY THIS SECTION IN NEGOTIATIONS INVOLVING REAL CHOICE ON THE PART OF THE BUYER.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party shall bear its own costs and expenses. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICE INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this Agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision Buyer is waiving its right to a trial before a judge or jury, waiving its right to appeal the arbitration award. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this Agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and

laws of Hidalgo County, Texas. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this Agreement. Any other action that Buyer may have or bring against Seller in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

(e) Limitation of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY TO BUYER, OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICE PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SELLER ARE HEREBY EXCLUDED AND DISCLAIMED.

(f) Survival and Duration. The indemnification provisions and the limitations and exclusions of liability contained in this Agreement, the obligation to pay Termination Charges, any claim for non-payment, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination of this Agreement shall survive the termination of this Agreement. Claims for indemnified losses may be made so long as any claim may be made in respect of such matters under any applicable statute of limitations; provided, however, that the foregoing shall not affect any claim made in good faith prior to the date of such expiration.

7. **ENTIRE AGREEMENT AND AMENDMENT AND SEVERABILITY.** This Agreement represents the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral, between the Parties with respect to the subject matter hereof. Unless provided otherwise in this Agreement, this Agreement may be amended only by a writing executed by the Parties. To the extent this Agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this Agreement, the terms of this Agreement shall govern. This Agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this Agreement be deemed void, the remaining parts shall be enforceable.
8. **CONFIDENTIALITY.** Each party agrees that the terms of this Agreement and all information furnished to it by the other Party which is marked or reasonably identified or identifiable as confidential or proprietary, including pricing, maps, network routes, financial terms, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). The Receiving Party will treat the Proprietary Information of the Disclosing Party and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees, agents, consultants, potential acquirers or investors, lenders, attorneys or other advisors on a need to know basis and who agree to be bound by the terms of this Section (8), without the written consent of the Disclosing Party. The Receiving Party will use Proprietary Information only as needed for the purposes of this Agreement. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) was previously known to or is independently developed by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes available to the Receiving Party without restriction from a third party whose disclosure does not violate any confidentiality obligation. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach thereof.
9. **AUP.** Buyer and all Users shall comply with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at <http://www.smartcomtelephone.com/aup>, and hereby agree to the terms thereof in their entirety as amended from time to time which are hereby incorporated into this Agreement for reference.
10. **CUSTOMER PROPRIETARY NETWORK INFORMATION.** Seller is required by Applicable Law to treat confidential account, usage, call detail and billing related information about the quantity, technical configuration, type, destination, location, and amount of use of Buyer's telecommunications services ("CPNI") confidentially. Buyer agrees that Seller may share CPNI within its business operations (e.g., broadband transport, colocation,

direct internet access, IT services and broadband services divisions), and with businesses acting on Seller's behalf (but not to third parties not acting on Sellers behalf), to determine if Buyer could benefit from the wide variety of Seller products and services, and in its marketing and sales activities, Buyer may withdraw its authorization at any time by informing Seller in writing. Buyer's decision regarding Seller's use of CPNI will not affect the quality of service Seller provides Buyer. CPNI does not include Buyer's or any User's name, address, or telephone number. To the extent that Buyer is utilizing a consultant in procuring its Services from Seller, Buyer authorizes Seller to discuss its account, including CPNI, with such Buyer consultant.

- 11. COUNTERPARTS AND DRAFTING.** This Agreement has been negotiated between and jointly drafted by Seller and Buyer, and the Service Order has been executed by an authorized representative of each party.

Buyer:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Seller:

SMARTCOM TELEPHONE, LLC

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Dedicated Internet Service Order Form

Date:
Buyer Information:
Name:
Address:
Contact:
Phone number:
E-mail:

SmartCom Sales Rep:
Tel:
e-mail:

Service Order Information

Contracted Services	Term	Demarc Information / Service Location (s)	Monthly Recurring Cost*

**Plus, applicable regulatory fees, Taxes and /or surcharges*

Non-Recurring Charge / Install fee: _____

Aid to Construction fee: _____

Service Location Contact Information

Service Location Contact Name: _____

Service Location Contact Email: _____

Service Location Contact Phone: _____

Billing Information

Billing Address: _____

Billing Department Phone: _____

Billing Contact Name: _____

Billing Contact Email: _____

Billing Contact Phone: _____

Billing Alternate Phone: _____

The information contained herein is confidential and proprietary and should not be disclosed, copied, duplicated or distributed in any manner without the explicit written consent of SmartCom Telephone, LLC

Customer's Initials:

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom's standard Master Service Agreement (MSA) as amended, if applicable, and executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: ON COMPLETION OF INSTALLATION

Buyer:

By: _____
 (Signature)

 (Print Name)

Title: _____

Date: _____

Seller:

SMARTCOM TELEPHONE, LLC

By: _____
 (Signature)

 (Print Name)

Title: _____

Date: _____

Proposal for a Dedicated Fiber Internet Solution

Presented to Mission Economic
Development Corporation

by AT&T

Joel Garza
801 N Bryan Rd
Mission, TX 78572
jgarza@missionedc.com

Zach Amro
Fiber Sales Executive
225 W RANDOLPH ST
Chicago, IL 60606
zachary.amro@att.com
312.874.3142

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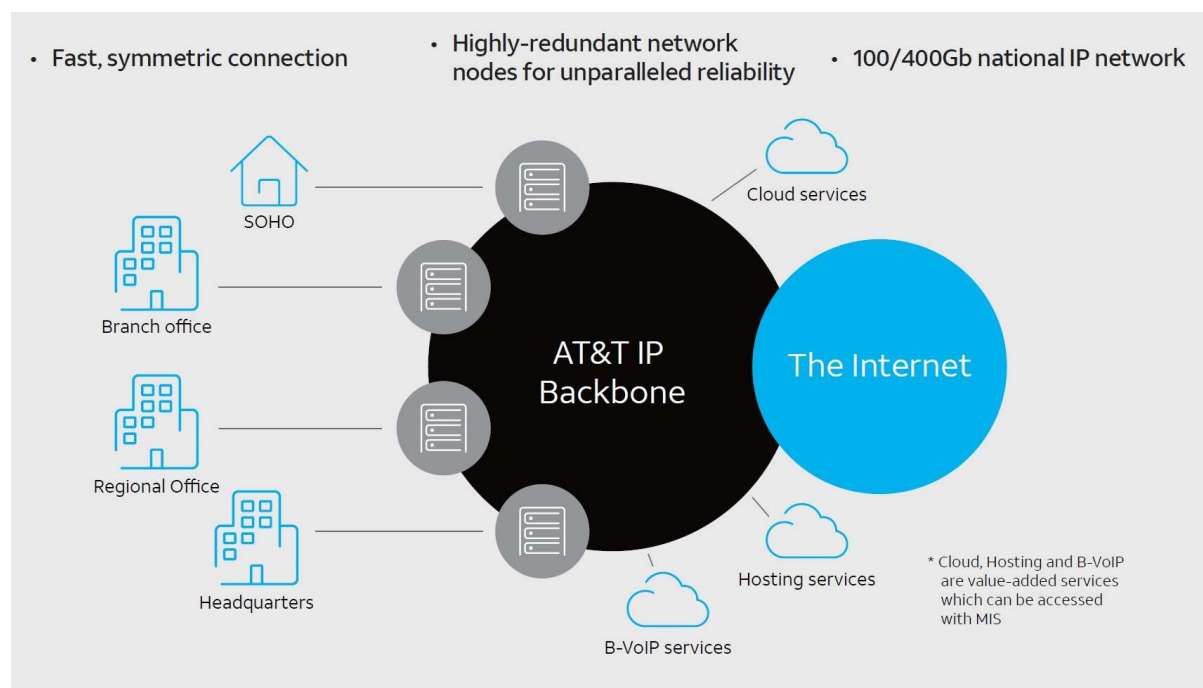
March 01, 2023

Solution

We've assessed your information and developed a Dedicated Fiber Internet Solution that addresses your business needs. The solution includes the following components:

- **AT&T Dedicated Internet** is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

AT&T Dedicated Internet Schematic—This diagram shows a typical ADI configuration.



The solution gives you the following features:

- **Reliable Service** starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through. In addition, you get enterprise-class support, with 24/7 expert technical assistance.
- **ADI with Managed Router Option** provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- **ADI with Customer-Managed Router Option** lets you provide and manage your own router for ADI while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.
- **Customizable Service** includes maintenance, service, and support options, so you can choose the level of network management you need. And speed options range from 10Mbps to 1Tbps (some speeds may not be available in all areas). As a result, you can customize your service to meet your needs now and in the future.
- **Service Level Agreements (SLAs)** offer performance objectives for on-time provisioning, site availability, time to restore, latency, data delivery, and jitter. You may qualify for credits if stated objectives aren't met. Please see the business service guide for more details.

Pricing Summary – AT&T Dedicated Internet Circuit w/ AT&T Managed Router	
Description	Monthly Pricing - 2 YEAR
AT&T Dedicated Fiber- 20M x 20M	\$512.00
AT&T Dedicated Fiber- 50M x 50M	\$591.00
AT&T Dedicated Fiber- 100M x 100M	\$775.00
AT&T Dedicated Fiber- 150M x 150M	\$826.00
AT&T Dedicated Fiber- 1000M x 1000M (1GIG X 1GIG)	\$1,674.00

PLEASE NOTE: AT&T offers various speeds between 150M - 1G. Per your request, additional speed pricing can be provided.

Pricing Summary – AT&T Dedicated Internet Circuit w/ CUSTOMER MANAGED ROUTER	
Description	Monthly Pricing - 2 YEAR
AT&T Dedicated Fiber- 20M x 20M	\$492.00
AT&T Dedicated Fiber- 50M x 50M	\$581.00
AT&T Dedicated Fiber- 100M x 100M	\$758.00
AT&T Dedicated Fiber- 150M x 150M	\$808.00
AT&T Dedicated Fiber- 1000M x 1000M (1GIG X 1GIG)	\$1,541.00

Pricing Summary – AT&T Dedicated Internet Circuit w/ AT&T Managed Router	
Description	Monthly Pricing - 3 YEAR
AT&T Dedicated Fiber- 20M x 20M	\$483.00
AT&T Dedicated Fiber- 50M x 50M	\$562.00
AT&T Dedicated Fiber- 100M x 100M	\$728.00
AT&T Dedicated Fiber- 150M x 150M	\$787.00
AT&T Dedicated Fiber- 1000M x 1000M (1GIG X 1GIG)	\$1,562.00

Pricing Summary – AT&T Dedicated Internet Circuit w/ CUSTOMER MANAGED ROUTER	
Description	Monthly Pricing - 3 YEAR
AT&T Dedicated Fiber- 20M x 20M	\$469.00
AT&T Dedicated Fiber- 50M x 50M	\$557.00
AT&T Dedicated Fiber- 100M x 100M	\$716.00
AT&T Dedicated Fiber- 150M x 150M	\$772.00
AT&T Dedicated Fiber- 1000M x 1000M (1GIG X 1GIG)	\$1,451.00

Pricing Summary – Bundled Services Offers			
Description	Quantity	Unit Price	Totals
IP Addresses- Up to 16	1	Included	\$0.00
4 Hour SLA- Included	1	Included	\$0.00
Total Bundled Price			\$0.00

Installation/Activation One-Time Charges	
Description	Totals
AT&T Fiber Installation	\$0.00
Customer Activation (Test & Turn-Up Conference Call)	\$0.00
Total Installation/Activation One-Time Charges	\$0.00

AT&T Advantages

AT&T gives you the following advantages:

- **#1 in Customer Satisfaction**—AT&T is tops in customer satisfaction for business wireline service delivered to large enterprise customers for the fifth straight year in the J.D. Power Business Wireline Satisfaction study.¹
- **Global Business Communications Leader**—Nearly 2.5 million businesses, from small businesses to the largest global companies, turn to AT&T. This includes approximately 2,000 of the largest multinational customers (MNCs) that do business on more than two continents and have significant networking requirements in the U.S.
- **Community Engagement**—In 2021, AT&T companies and the AT&T Foundation contributed more than \$202.05 million to philanthropic organizations. Focus areas include education (digital divide), community support/safety, health/human services, and the arts/media/culture. We seek to fund programs designed to serve predominantly underserved, underrepresented, or low-income communities.

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the Dedicated Fiber Internet solution and help you achieve your business goals.

Important Information

For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 15 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

¹ AT&T received the highest score among large enterprises in the J.D. Power 2018-2022 U.S. Business Wireline Satisfaction Studies of customers' satisfaction with their business wireline data and voice service provider. Visit jdpower.com/awards for more details.