

COUNTY OF CAMERON §

11:30 A.M.

ABSENT

RMA Minutes\January 29, 2014-Special\Page 1



AGENDA

Special Meeting of the Board of Directors of the Cameron County Regional Mobility Authority

**Dancy Courthouse
1100 E. Monroe
Brownsville, Texas 78521**

Wednesday, January 29, 2014

11:30 AM

Accepted for Filing in:
Cameron County

On: Jan 24, 2014 at 02:34P

By:
Kassie Pena

PUBLIC COMMENTS:

1. Public Comments

CONSENT ITEMS:

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately

A. Consideration and Approval of the Minutes for:

January 9, 2014 – Regular Meeting

B. Consideration and Approval of Financial Assistance Agreement for the SPI 2nd Access Project and Authorizing Chairman David E. Allex to Execute the Financial Assistance Agreement

C. Consideration and Approval of Financial Assistance Agreement for the Outer Parkway Project and Authorizing Chairman David E. Allex to Execute the Financial Assistance Agreement

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ITEMS FOR DISCUSSION AND ACTION:

3. Action Items

- A. Approval of Claims**
- B. Discussion and Possible Action Regarding the Selection of a Vice Chairman, Secretary and Treasurer**
- C. Consideration and Approval of a Resolution authorizing and Approving an Amendment to the SH 550 Funding and Development Agreement and approving all other matters incident thereto**
- D. Discussion and Possible Action regarding the FM 1925 Project**
- E. Consideration and Approval of Work Authorization No. 73 with HNTB to Develop Bi-National Projects**

ADJOURNMENT:

Signed this 24th day of January 2014



David E. Allex
Chairman

NOTE:

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

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

Director Lopez moved to approve Consent Items 2-A and 2-B subject to Legal final review and approval on Item 2-B. The motion was seconded by Director Esparza and carried unanimously.

2-A Consideration and Approval of the Minutes for:

January 9, 2014 – Regular Meeting

2-B Consideration and Approval of Financial Assistance Agreement for the SPI 2nd Access Project and Authorizing Chairman David E. Alex to Execute the Financial Assistance Agreement

The Agreement is as follows:

2-C Consideration and Approval of Financial Assistance Agreement for the Outer Parkway Project and Authorizing Chairman David E. Alex to Execute the Financial Assistance Agreement

Director Esparza move to **TABLE** this item. The motion was seconded by Director Garza and carried unanimously.

ACTION ITEMS

3-A Approval of Claims

The attached claims were presented to the Board of Directors for approval.

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the Claims into the record.

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

The Claims are as follows:

3-B Discussion and Possible Action Regarding the Selection of a Vice Chairman, Secretary and Treasurer

Director Garza moved to appoint Mr. Horacio Barrera as Vice Chairman, Mr. Ruben Gallegos, Jr., as Secretary and Mr. Michael Scaief as Treasurer. The motion was seconded by Director Esparza and carried unanimously.

3-C Consideration and Approval of a Resolution authorizing and Approving an Amendment to the SH 550 Funding and Development Agreement and approving all other matters incident thereto

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and the purpose of amending the Interlocal Agreement with Cameron County. Mr. Dave Gordon with Estrada Hinojosa, Cameron County Regional Mobility Authority Financial Advisors, made a brief presentation regarding the completion bonds needed for the SH 550 Direct Connector Project.

Director Barrera moved to approve this item. The motion was seconded by Director Garza and carried unanimously.

The Resolution is as follows:

3-D Discussion and Possible Action regarding the FM 1925 Project

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the FM 1925 Project with the Board. Mr. Sepulveda mentioned that Hidalgo County is working on improvements from I69C to FM 491 in the Mercedes area. The area from FM 491 to I69E is not developed. There are a total of 10.5 miles, 6.5 miles in Cameron County and 4 miles in Hidalgo County. Mr. Sepulveda advised the Board that he had met with the Executive Director of the Hidalgo County Regional Mobility Authority (HCRMA) about jointly developing the 10.5 miles of road. Mr. Sepulveda also stated that he had met with the Texas Department of Transportation and that they have an environmental document and schematics that were prepared in 2007. Those documents would have to be updated to meet current laws and requirements. Mr. Sepulveda advised the Board about a potential joint meeting with the HCRMA Board of Directors.

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

3-E Consideration and Approval of Work Authorization No. 73 with HNTB to Develop Bi-National Projects

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item and went over the purpose and need for this Work Authorization which is to market the International Bridges and the Port of Brownsville. Mr. Sepulveda mentioned about working with Mexico and the U.S. Customs and Border Protection in establishing a livestock crossing point at the Free Trade Bridge and about luring traffic from the Mazatlan area.

Director Lopez moved to approve Work Authorization No. 73 with HNTB to Develop Bi-National Projects. The motion was seconded by Director Barrera and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 11:54 A.M.

APPROVED this 13th day of February 2014.



CHAIRMAN DAVID E. ALLEX

ATTESTED: 

SECRETARY RUBEN GALLEGOS, JR.

**2-B CONSIDERATION AND APPROVAL OF FINANCIAL ASSISTANCE
AGREEMENT FOR THE SPI 2ND ACCESS PROJECT AND
AUTHORIZING CHAIRMAN DAVID E. ALLEX TO EXECUTE THE
FINANCIAL ASSISTANCE AGREEMENT**

FINANCIAL ASSISTANCE AGREEMENT
SOUTH PADRE ISLAND 2ND ACCESS
TOLL PROJECT

This financial assistance agreement ("Agreement") is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Cameron County Regional Mobility Authority, a political subdivision ("Authority"), for the purpose of providing financial assistance in connection with the further study and development of the South Padre Island 2nd Access project.

RECITALS

The parties acknowledge the following:

A. The Authority is a regional mobility authority formed pursuant to Chapter 370 of the Transportation Code (the "Code") and 43 Tex. Admin. Code § 26.1 *et seq.*

B. The Authority's goals are to improve mobility by implementing projects within the entire geographic area of Cameron County, Texas, including the construction of a second access route connecting South Padre Island with the mainland ("Project"). The Project includes a tolled bridge across the Laguna Madre with termini at SH 100 on the mainland and Park Road 100 on South Padre Island.

C. TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility.

D. TxDOT has adopted rules at 43 Tex. Admin. Code Chapter 27, Subchapter E ("Toll Equity Rules") setting forth the policies and procedures by which it will participate in the financing of a toll facility.

E. In Minute Order 110568, dated June 29, 2006, the Texas Transportation Commission ("Commission") granted final approval of financial assistance to the Authority for two distinct projects. This assistance included a loan in the amount of \$9.2 million to pay for the further study and development of the Project. It also included assistance, also in the form of a loan, for a second project, the West Loop Project (the Project and the West Loop Project, collectively, the "Initial Projects").

F. On August 15, 2006, the Authority and TxDOT entered into a Financial Assistance Agreement (the "Initial FAA") governing the terms of the loans for the Initial Projects.

G. Due to a decline in support for the West Loop Project, the Brownsville Metropolitan Planning Organization voted to remove the West Loop Project from the metropolitan transportation plan. Consequently, further development of the West Loop Project was terminated.

H. On October 7, 2013, the Authority, pursuant to the Toll Equity Rules, submitted a request for additional financial assistance in the amount of \$5.1 million to fund the continuation of the study and development of the Project, including environmental studies, traffic and revenue studies, design and engineering services, legal and financial advisory services, marketing, and public education and outreach related activities.

I. On October 31, 2013, and November 21, 2013, the Commission, pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval to the request for additional financial assistance in an amount not to exceed \$5.1 million, in the form of a loan. In Minute Order 113775, dated November 21, 2013, the Commission authorized the Executive Director of TxDOT to enter into a financial assistance agreement with the Authority.

J. On December 12, 2013, the Board of Directors of the Authority accepted the award of financial assistance and authorized the Chairman to enter into a financial assistance agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. Definitions. As used in this Agreement:

(a) "Budget" means an annual budget of costs payable from the financial assistance for the upcoming Fiscal Year that includes monthly estimates of expenditures, such budget and cash flows to be in a form and in sufficient detail as may be reasonably requested by TxDOT.

(b) "Effective Date" means the date on which the last party to execute this Agreement does so.

(c) "Fiscal Year" means the Authority's fiscal year starting on October 1 and ending on September 30 of each year.

(d) "IFDMO" means TxDOT's Innovative Financing/Debt Management Office or any office or division of TxDOT that assumes the responsibilities of the IFDMO.

(e) "Net Revenues" means the toll revenue received from operation of the Project in any Fiscal Year that is in excess of the actual operation and maintenance costs incurred in the same Fiscal Year and required reserve fund deposits, if any, in the same Fiscal Year.

2. Development Loan.

(a) TxDOT will provide financial assistance to the Authority, in the form of a loan, in an amount not to exceed \$5.1 million, to be used for the further study and development of the Project, including environmental studies, traffic and revenue

studies, design and engineering services, legal and financial advisory services, marketing, incidental administrative and other expenses of the indirect overhead of the Authority as provided in subparagraph (b), and public education and outreach related activities.

(b) Expenditures made by the Authority from funds disbursed under this Agreement must be made in strict compliance with Attachment A to this Agreement, which is attached hereto and incorporated herein for all purposes. Costs payable through the financial assistance are limited to the salaries and other direct costs described in Attachment A that are incurred during the course of Project related work performed by Authority staff and legal, financial, engineering, and other consultants, as well as incidental administrative and other expenses of the indirect overhead of the Authority, provided that (i) only those direct and indirect costs determined to be reasonable and allowable under OMB Circular A-87 may be reimbursed, (ii) the amount of indirect costs to be reimbursed in a month will be determined by multiplying the percentage of direct costs on the Project to total costs in that month by the amount of indirect costs, and (iii) in the event the Authority subsequently receives additional financial assistance from TxDOT related to other projects the aggregate of incidental expenses and indirect overhead allocations may not exceed 100% of those expenses.

3. Loan Disbursements.

(a) Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by IFDMO of a request from the Authority complying with the invoice requirements prescribed in Attachment A to this Agreement, and which shall also include the following:

- (i) the amount requested;
- (ii) a description of the use of the funds requested; and
- (iii) copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

(b) IFDMO shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event, the Authority will have the right to submit additional information to clarify the use of funds requested or to provide any missing documentation. The parties will use their best efforts to resolve any disputes over the requested use of funds in a manner which recognizes the need for the Authority to advance the Project and meet obligations to bondholders and contractors.

(c) If the Authority determines that it will incur costs that were not included in the Budget, the Authority shall provide a revised Budget to IFDMO and the Pharr District.

(d) IFDMO has thirty (30) calendar days from receipt of a revised Budget to notify the Authority in writing of IFDMO's approval of the revised Budget. Failure to notify the Authority of

approval or disapproval of the Budget within thirty (30) calendar days shall be considered deemed approval of the Budget. Once approved by IFDMO, the remaining loan disbursements will be made in accordance with this Section 3.

(e) If IFDMO disapproves the revised Budget it shall specify, in writing (issued within the initial thirty (30) calendar day review period) the reasons for disapproval. The Authority may resubmit the revised Budget in a manner which addresses the issues raised by IFDMO. IFDMO shall have ten (10) business days from receipt of the resubmittal to review and approve, or disapprove, of the resubmittal. If IFDMO disapproves the resubmittal, it shall specify, in writing (issued within the ten (10) business day review period) the reasons for disapproval. Additional resubmittals will be processed in the same manner.

(f) To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

4. Repayment of the Loan.

The financial assistance shall be repaid by the Authority to TxDOT in annual installments. Payment shall be made annually on each December 1 until the full amount of the loan is repaid. The obligation to begin making repayments shall accrue upon the occurrence of either of the following:

(a) the Authority can issue bonds secured by revenue of the Project that, when combined with other funding sources, is sufficient to complete the Project and repay all or a portion of the financial assistance provided by TxDOT under this agreement, in which case such portion of the total amount of funds advanced which can be accommodated in the bond sale shall be repaid from bond proceeds, with the remainder to be repaid pursuant to subparagraph (b) below; or

(b) the Project is opened for normal and continuous operations and use by the traveling public, provided that the Authority shall not be obligated to pay to TxDOT more than ten percent (10%) of the Net Revenues received in the previous Fiscal Year.

5. Reporting Requirements.

The Authority shall provide the following information to the IFDMO, with a copy to the Pharr District, within the time frames prescribed in this Section 5:

(a) a Budget, no later than July 1 of each year;

(b) the Authority's annual audited financial statements, no later than thirty (30) days after acceptance of the statements by the Authority's Board of Directors;

(c) if applicable, any other annual financial information and notices of material events disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission relating to any publicly-offered financing for the Project, no later than ten (10) days after disclosure; and

(d) a written report detailing specific expenditures made or reimbursed with loan disbursements during the previous Fiscal Year, no later than thirty (30) days after the end of the Fiscal Year.

6. Notices and Communications.

(a) All notices and other communications to either party under this Agreement shall be delivered personally, sent by email followed by a hard copy sent by U.S. mail, sent by overnight mail or courier service, or sent by certified U.S. mail, to the addresses set forth in subsections (b) and (c) of this section.

(b) All notices or other communications to TxDOT shall be delivered to the following address or as otherwise directed by TxDOT:

Texas Department of Transportation
Innovative Finance and Debt Management Office
125 E. 11th Street
Austin, TX 78701
Attn: Benjamin Asher
Email: Benjamin.Asher@txdot.gov

(c) All notices or other communications to the Authority shall be delivered to the following address or as otherwise directed by the Authority:

Cameron County Regional Mobility Authority
RMA Coordinator
1100 E. Monroe
Brownville, TX 78521
Attn: Pete Sepulveda, Jr.
Email: psepulveda@co.cameron.tx.us

(d) All personally delivered notices or other communications shall be deemed received on the date so delivered. Any notice or other communication by email shall be deemed received on the date of confirmation of receipt of the email, provided such communication is also deposited in the U.S. mail. All notices or other communications delivered by overnight mail or courier service shall be deemed received on the date shown on the receipt of private carrier or courier service.

7. Miscellaneous Provisions.

(a) Each party will comply with applicable state and federal law in the performance of their obligations under this Agreement and any other agreements executed by the parties in relation to the Project, and the Authority will comply with any other applicable provision of the Toll Equity Rules relating to performance of work. The Authority shall not begin development of a schematic or perform any other design work until a project development agreement for the Project is executed by TxDOT and the Authority, provided that this shall not preclude design work necessary to advance the environmental review process.

(b) TxDOT or the Texas State Auditor may conduct an audit or investigation of any aspect of the loan. The Authority must provide TxDOT or the Texas State Auditor with access to any information TxDOT or the Texas State Auditor consider relevant to the investigation or audit. An audit by either TxDOT or the Texas State Auditor can include, but is not limited to, any contract for the performance of work authorized by this Agreement. Additionally, the Authority will maintain its books and records relating to the Project and the financial assistance provided under this Agreement in accordance with the requirements of 43 Tex. Admin. Code § 27.55(b)(2), and will comply with the audit, retention, and other requirements relating to records regarding the Project in 43 Tex. Admin. Code § 27.55(b). Generally Accepted Accounting Principles (GAAP) will be followed. "GAAP" means those principles of accounting promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-profit Organizations, as applicable, or which have other substantial authoritative support and are applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

(c) In the event the Project is not developed and constructed by the Authority, all work product associated with the Project and procured with funds disbursed under this Agreement shall, at TxDOT's request, be transferred to TxDOT, along with all right, title and interest in and to such work product, and the transfer of the work product shall constitute repayment of the loan.

(d) If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement. Any default by the Authority in making repayments of financial assistance provided under this Agreement which remains uncured after sixty (60) days prior written notice provided by TxDOT shall result in an obligation on the part of the Authority to transfer the Project to TxDOT, along with all right, title and interest in and to any and all work product associated with the Project. Any transfer of the facility would be subject to the rights of holders of any outstanding senior debt.

(e) The Authority shall comply with all environmental permits, issues and commitments necessary for development, construction, operation, or maintenance of the Project.


(f) No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

(g) The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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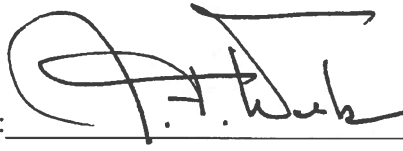
IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement in four multiple counterparts on the dates shown herein below, effective on the Effective Date.

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

By: 
David E. Allex
Chairman

Date: 1.29.14

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 
LtGen J.F. Weber, USMC (Ret)
Executive Director

Date: 5/7/2014

ATTACHMENT A

INVOICES AND ALLOWABLE EXPENSES

Independent Advisors: Invoices from any independent advisors engaged by the Authority pursuant to the Agreement shall clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a reasonable and/or lowest rate available in the marketplace.

Airline Costs: Airline costs incurred by the CCRMA pursuant to this Agreement shall be only for economy or coach class rate. Extra insurance and luggage costs are not allowed. Airline ticket "reissue fees" are allowable only if the fee is due to TxDOT's request or otherwise required by the acts or omissions of TxDOT.

Personal Automobile Mileage: Up to the State approved rate of **0.56 cents per mile** or the current State rate applicable at the time the cost is incurred. Records of such expenses must clearly identify the departure/arrival time, to/from destinations and the purpose of the trip.

Automobile Rentals: Expenses shall not exceed **\$50.00 per day**, plus applicable taxes and fees. Extra, optional insurance or rental company gasoline costs are not allowed expenses. Weekly or monthly rates should be used when applicable. Upgrades beyond economy-sized vehicles require full documentation and may not be an allowed expense. Use of any rental vehicle for purposes other than specifically related to the services required by the Agreement is not permitted. Records of all vehicle rental expenses are required.

Other Transportation Services (Taxi, Bus, Shuttle, etc.): Only reasonable and prudent costs (with back-up documentation) are permitted expenses. Tips are not permitted.

Hotel Rates: Weekly and monthly rates are encouraged and expected, when applicable. Hotel rates shall not exceed **\$85.00 per day**, plus applicable city/state/county taxes and fees, or the current State rate applicable at the time the expenses is incurred.

Meals (Food Costs): Meal receipts are not required, but may be requested by TxDOT. However, the maximum per diem allowance of **\$36.00 per day**, or the current State rate applicable at the time the expenses is incurred, shall be a permitted expense. Tips and alcohol are not allowed expenses.

Entertainment Costs: Entertainment Costs (e.g. movies, "pay per view" or otherwise, alcohol, etc.) are not permitted expenses.

Communication Costs: Long distance telephone calls are permitted expenses, only when such expenses accrue in relation to the services contemplated pursuant to this Financial Assistance Agreement. Back-up documentation shall include a log identifying the date, identity of person called and purpose of call.

(END OF ATTACHMENT)

**2-C CONSIDERATION AND APPROVAL OF FINANCIAL ASSISTANCE
AGREEMENT FOR THE OUTER PARKWAY PROJECT AND
AUTHORIZING CHAIRMAN DAVID E. ALLEX TO EXECUTE THE
FINANCIAL ASSISTANCE AGREEMENT (TABLED)**

3-A APPROVAL OF CLAIMS

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Cash Required</u>	<u>Invoice/Credit Description</u>
Adrian	Adrian Rincones	AR 1-27-14	241.25	Office Supplies for Tags and Controller
Blanca C. Betanco...	Blanca C. Betancourt	4	3,150.00	Administrative Support through 1-31-14
Brownsville Cham...	Brownsville Chamber of Commerce	13830	255.00	Brownsville Chamber - Membership
CTRMA	Central Texas Regional Mobility Authority	7290023467	131,753.60	Toll System Implementation - SH550 Port Spur
Emp. Liz Ponce	Lizabeth J. Ponce	Liz Payroll 1-31	981.42	Payroll for period 1-10 to 1-23
Pete	Pete Sepulveda Jr	001	960.00	Travel to EL Paso meet with IWBC on West Rail & East Loop
Pete	Pete Sepulveda Jr	Pete-Austin Jan	731.50	Travel to Austin to meet with HNTB & TxDOT on SPI
PUB	Public Utilities Board	588837	223.60	Utilities on SH550
S&B	S&B Infrastructure, LTD	U1965-11	119,464.97	S&B Const Management on SH 550 Direct Connector
TXU	TXU Energy	055551165041	370.19	Utilities on SH 550
Xerox	Xerox	10274701	457.89	Xerox Monthly Lease Pmt
Report Total			258,589.42	

**3-C CONSIDERATION AND APPROVAL OF A RESOLUTION
AUTHORIZING AND APPROVING AN AMENDMENT TO THE SH 550
FUNDING AND DEVELOPMENT AGREEMENT AND APPROVING
ALL OTHER MATTER INCIDENT THERETO**

**THE STATE OF TEXAS
COUNTY OF CAMERON**

RESOLUTION

BE IT RESOLVED THAT ON THE 29TH DAY OF JANUARY, 2014, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) CONVENED IN SPECIAL SESSION AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE BOARD AGENDA, TO WIT:

**"CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE SH 550 FUNDING AND DEVELOPMENT AGREEMENT AND APPROVING ALL
OTHER MATTERS INCIDENT THERETO"**

WHEREAS, the Cameron County Regional Mobility Authority (the "Authority") and Cameron County, Texas (the "County") entered into that certain Development Agreement dated August 1, 2012 (the "Agreement") between the County related to the SH 550 Direct Connector Transportation Project (the "Project"); and

WHEREAS, pursuant to a certain Trust Agreement dated August 1, 2012 (the "Trust Agreement") entered into by and between the County and The Bank of New York Mellon Trust Company, National Association ("BONY"), the County issued bonds to finance the Project (the "Bonds"); and

WHEREAS, pursuant to the Agreement, the Authority has pledged the Pledged Revenues defined therein as security for the payment of the Bonds; and

WHEREAS, pursuant to the Trust Agreement, the County is authorized to issue "Completion Bonds" in the event the proceeds of the Bonds are insufficient to complete the Project; and

WHEREAS, the Authority hereby desires and requests that the County issue Completion Bonds to finance the completion of the Project; and

WHEREAS, to secure the Completion Bonds, the County and the Authority must amend the Agreement to include the pledge of the Pledged Revenues to include the Completion Bonds.

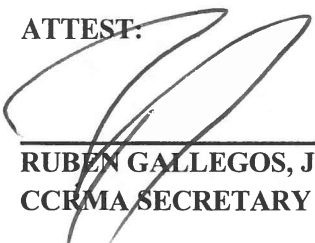
NOW, THEREFORE, BE IT ORDERED by the governing body of the Cameron County Regional Mobility Authority that:

SECTION 1. The Amendment to the Agreement authorized hereto as Exhibit A is hereby approved.

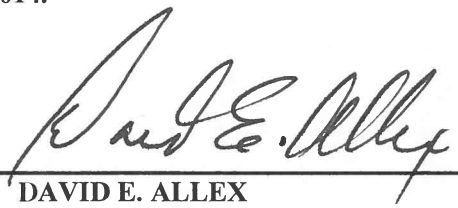
SECTION 2. The Chairman, Secretary, and RMA Executive Director are hereby authorized to (a) sign, execute, certify, verify, acknowledge, accept, file, and record any and all instruments and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the Authority, as (in such officer's judgment) shall be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolution, as may be required.

PASSED AND APPROVED ON THIS 29TH DAY OF JANUARY, 2014.

ATTEST:

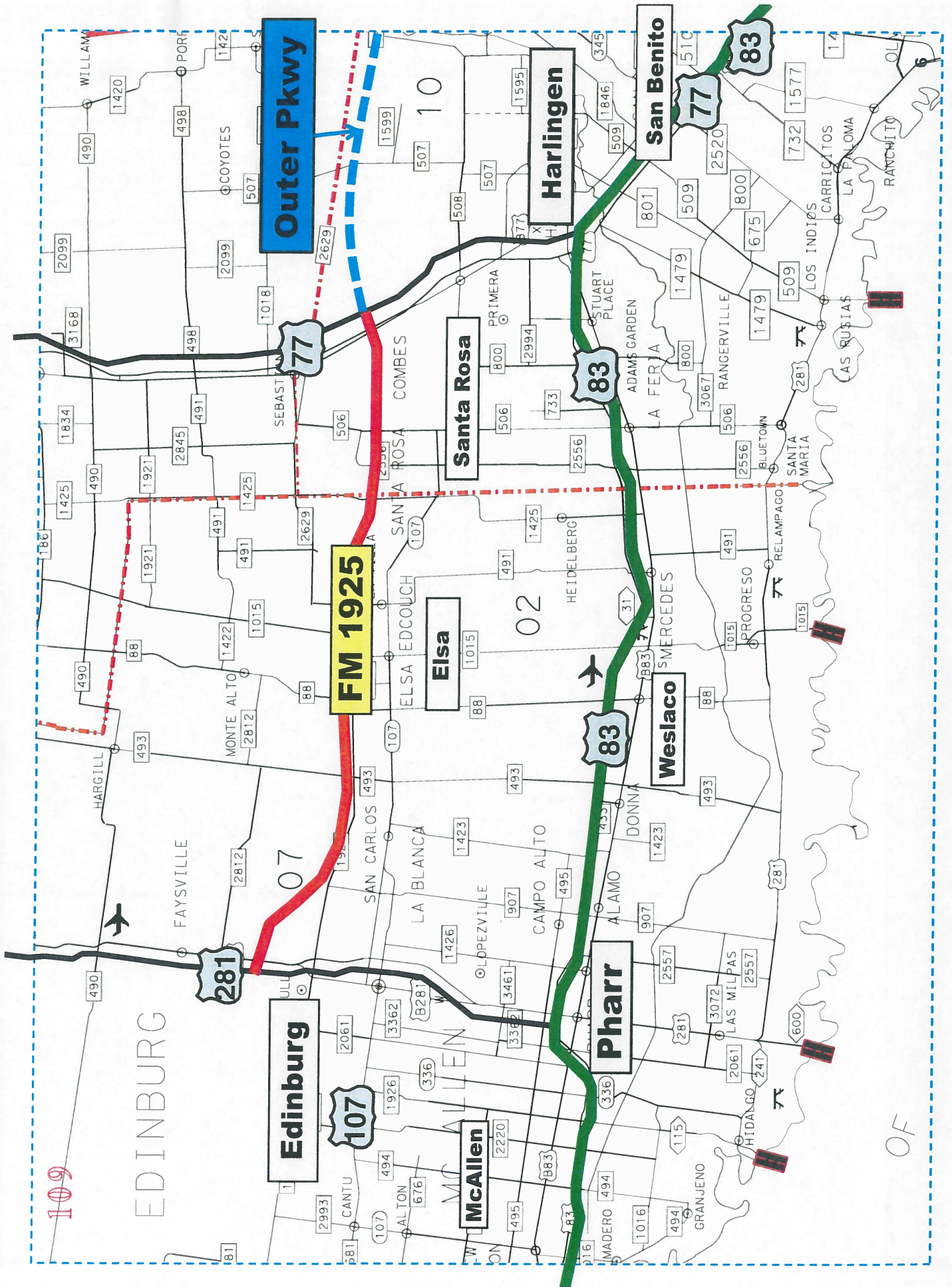


RUBEN GALLEGOS, JR.
CCRMA SECRETARY



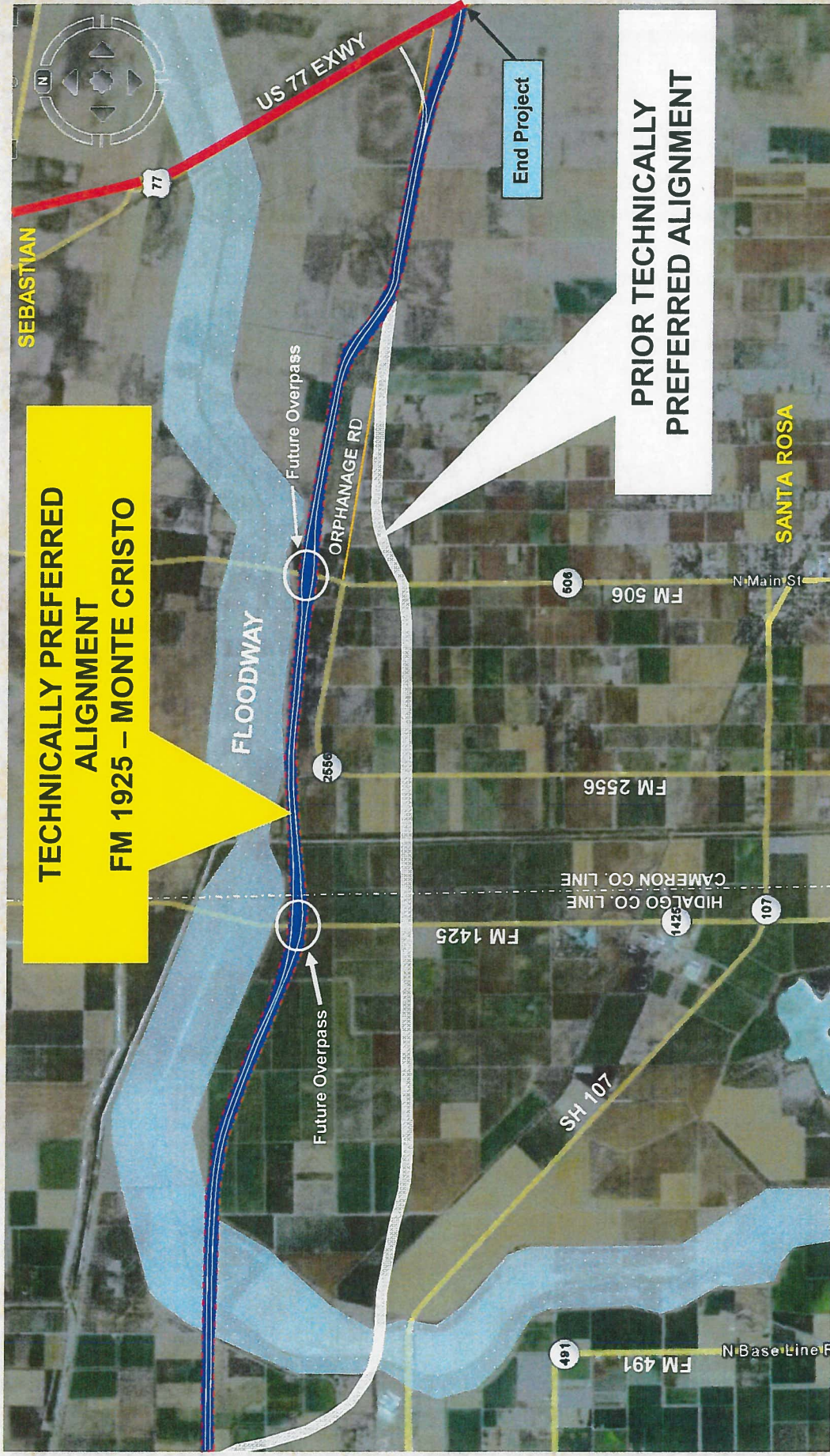
DAVID E. ALLEX
CCRMA CHAIRMAN

**3-D DISCUSSION AND POSSIBLE ACTION REGARDING THE FM 1925
PROJECT**

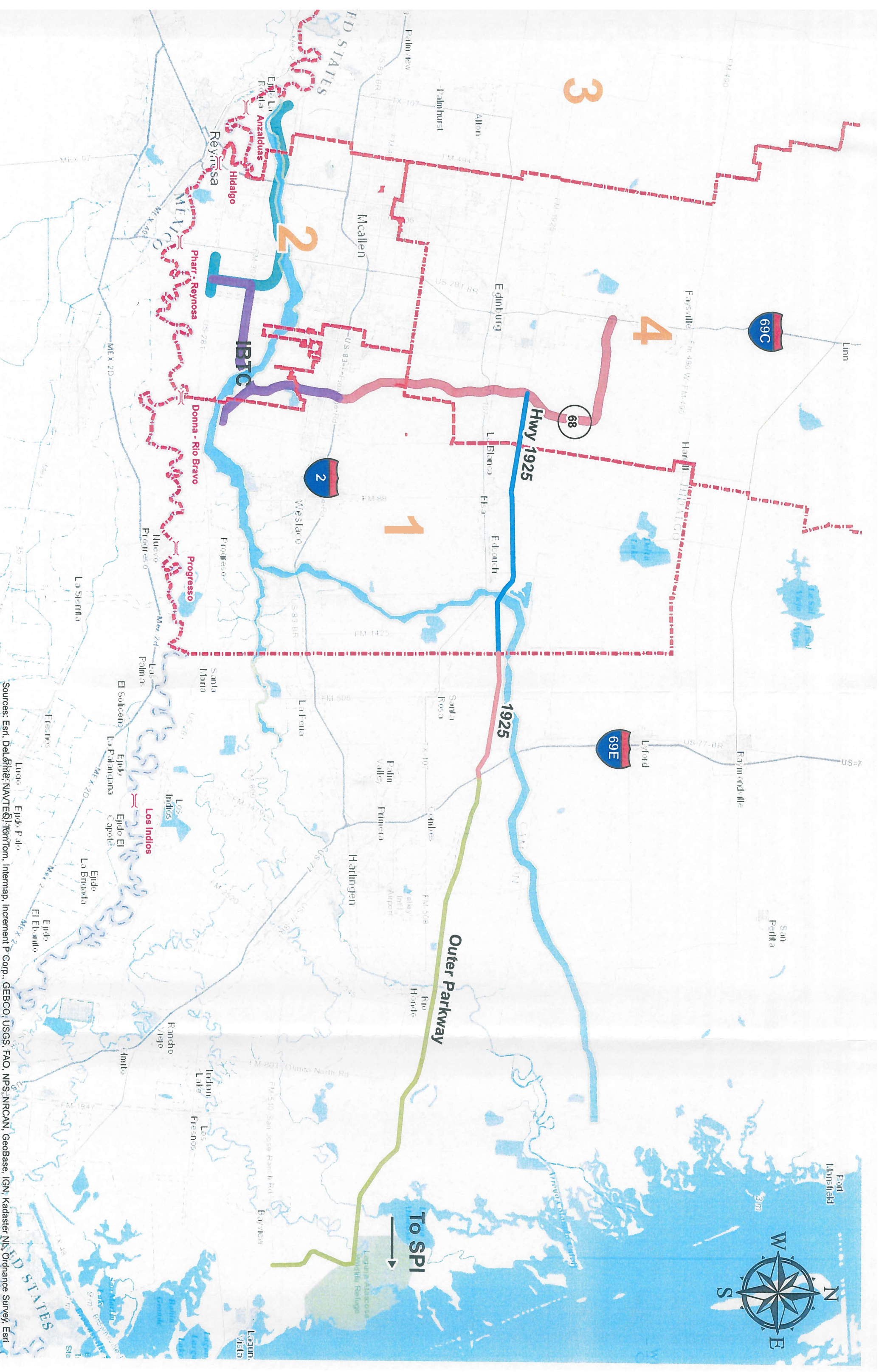
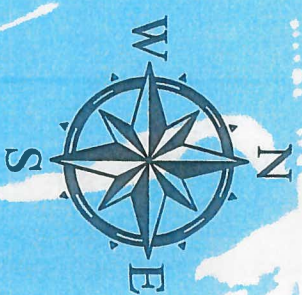




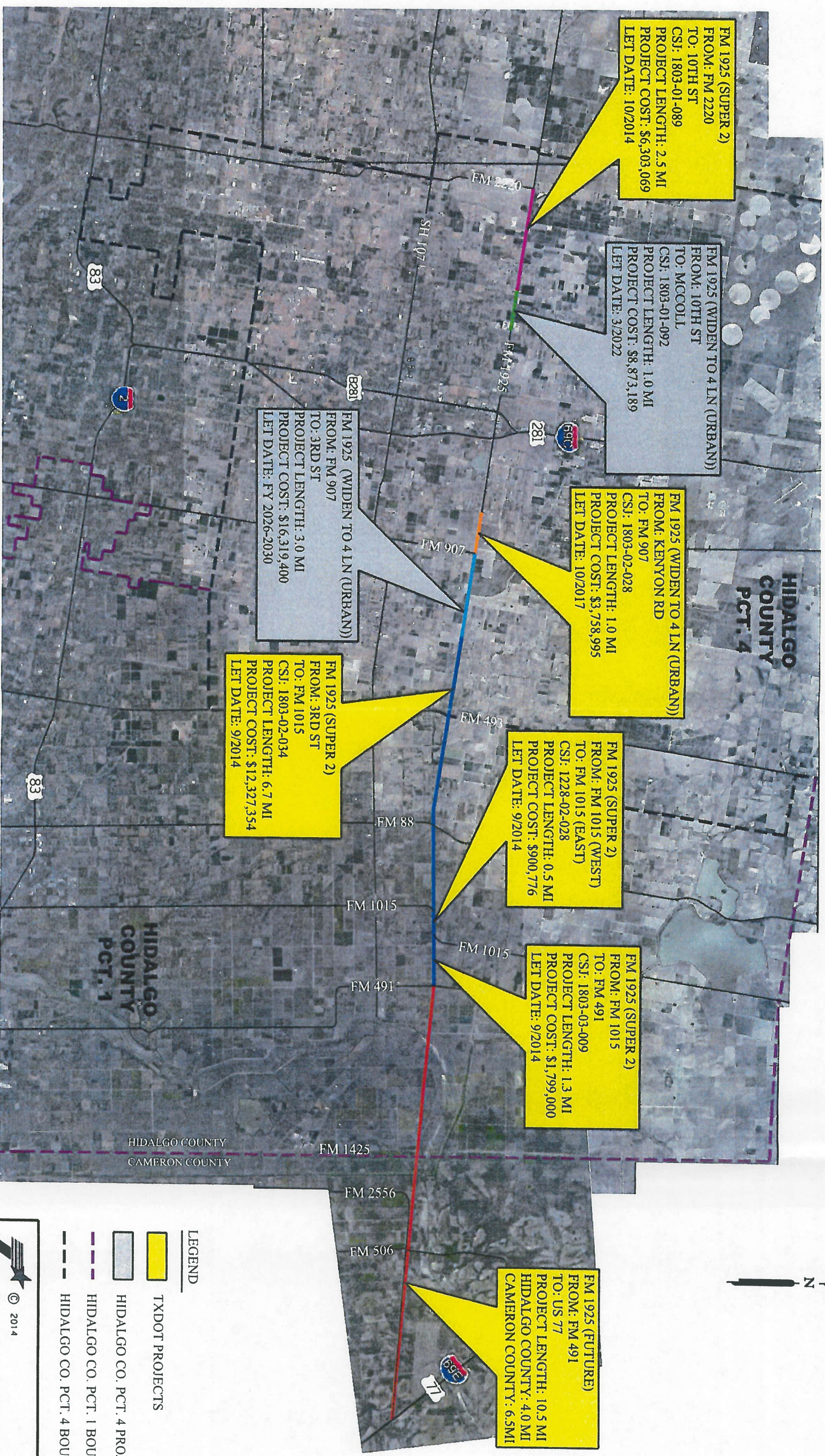
Technically Preferred Alignment



From FM 491 East to US 77 Exwy



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri



- LEGEND**
- TXDOT PROJECTS
 - HIDALGO CO. PCT. 4 PROJECTS
 - HIDALGO CO. PCT. 1 BOUNDARY
 - HIDALGO CO. PCT. 4 BOUNDARY

**3-E CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 73 WITH HNTB TO DEVELOP BI-NATIONAL PROJECTS**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 73
International Advisor Services
Cameron County International Multimodal Logistic HUB

This Work Authorization No. 73 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY") and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following consulting services:

The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B and C.

Part 2. The Lump Sum amount for services being performed under this Work Authorization No. 73 is **\$79,975.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total amount.

Part 3. Payment to the CONSULTANT for the services established under this Work Authorization No. 73 shall be made in accordance with the Agreement.

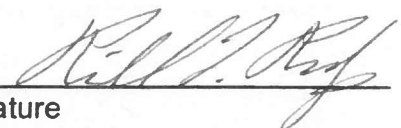
Part 4. This Work Authorization No. 73 is effective as of January 29, 2014, and shall terminate on January 31, 2015, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization No. 73 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 73 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Allex
Printed Name

Vice President
Title

Chairman
Title

2/6/14
Date

1/29/14
Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule