

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 13th day of July 2017, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

RUBEN GALLEGOS, JR.
DIRECTOR

DIRECTOR

MICHAEL F. SCAIEF
DIRECTOR

MARK ESPARZA
DIRECTOR

NAT LOPEZ
DIRECTOR

HORACIO BARRERA
DIRECTOR

DAVID N. GARZA
ABSENT

ABSENT

ABSENT

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The Meeting was called to order by Chairman Frank Parker, Jr., at 12:03 P.M. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 10th day of July, 2017 at 10:24 A.M.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 10, 2017 at 10:24A

Document Number: 00000924

Sylvia Garza-Perez
County Clerk

By Claudia Rodriguez, Deputy
Cameron County

AGENDA

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

Joe G. Rivera and Aurora de la Garza County Annex
1390 West I69E
San Benito, Texas 78586

Thursday, July 13, 2017

12:00 PM

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:

June 8, 2017 – Special Meeting.

ITEMS FOR DISCUSSION AND ACTION:

3. Action Items.

- A. Approval of Claims.

- B. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of June 2017.

- C. Consideration and Approval of a Financial Assistance Agreement with the Texas Department of Transportation for the SH 550 Gap 1 Project.

- D. Discussion and Possible Action Setting a Date and Time for Ethics and Compliance Policy Training for the Board and Staff.

- E. Consideration and Approval of Work Authorization No. 10 with S&B Infrastructure for the SPI 2nd Access Project.
- F. Consideration and Approval of Work Authorization No. 07 with HNTB for the SPI 2nd Access and Outer Parkway Projects.
- G. Consideration and Approval of Agreement between Cameron County Regional Mobility Authority and FORTRADE Inc.
- H. Consideration and Approval of Sub Lease Agreement between the Cameron County Regional Mobility Authority and Foremost Paving, Inc. for Unit/Suite 6.
- I. Consideration and Approval to Issue Request for Proposals for Environmental Services.
- J. Consideration and Approval of a Resolution Authorizing the Executive Director to make the Determination that a Registered Owner of a Vehicle Shall be Classified as a Habitual Violator as Defined in Section 1.8 of the CCRMA's Tolling Policies.
- K. Discussion and Possible Action regarding RFQ 2017-001 General Legal Services.

EXECUTIVE SESSION

4. Executive Session.

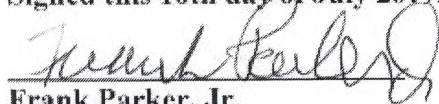
- A. Confer with Legal Counsel regarding the Cameron County Regional Mobility Authority VS. MCMD, Case, Cause No. 2012-CCL-931, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A),(B) and (2).

5. Action Relative to Executive Session.

- A. Possible Action.

ADJOURNMENT:

Signed this 10th day of July 2017.



Frank Parker, Jr.
Chairman

NOTE:

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

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

2-A Consideration and Approval of the Minutes for:

June 8, 2017 – Special Meeting

Director Esparza moved to approve the minutes for June 8, 2017 Special Meeting. The motion was seconded by Director Scaief and carried unanimously.

NOTE: Vice Chair Gallegos and Director Barrera arrived to the meeting at 12:06 P.M.

ACTION ITEMS

3-A Approval of Claims

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

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims.

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

The Claims are as follows:

3-B Consideration and Approval of the Financial Statements and Budget Amendments for the months of June 2017.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements for the months of June 2017.

Vice Chair Gallegos moved to approve the Financial Statements for the month of June 2017. The motion was seconded by Director Barrera and carried unanimously.

The Financial Statements are as follows:

3-C Consideration and Approval of a Financial Assistance Agreement with the Texas Department of Transportation for the SH 550 Gap 1 Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the item with the Board. Mr. Sepulveda mentioned that the Texas Department of Transportation was still working on Agreement and it would be very similar to the first Agreement. Mr. Sepulveda mentioned that the Board could approve subject to Legal approval.

Vice Chair Gallegos moved to approve the Financial Assistance Agreement with the Texas Department of Transportation for the SH 550 Gap 1 Project. The motion was seconded by Director Scaief and carried unanimously.

The Agreement is as follows:

3-D Discussion and Possible Action Setting a Date and Time for Ethics and Compliance Policy Training for the Board and Staff.

Mr. Pete Sepulveda, RMA Executive Director went over potential dates for the training to be conducted by Locke Lord Attorneys. Mr. Sepulveda will set up training on September 14th at 11:00 A.M.

3-E Consideration and Approval of Work Authorization No. 10 with S&B Infrastructure for the SPI 2nd Access Project.

Vice Chair Gallegos moved to **TABLE** the item. The motion was seconded by Director Esparza and carried unanimously.

3-F Consideration and Approval of Work Authorization No. 07 with HNTB for the SPI 2nd Access and Outer Parkway Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need and purpose for the Work Authorization.

Director Scaief moved to approved Work Authorization No. 07 with HNTB for the SPI 2nd Access and Outer Parkway Projects. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Work Authorization is as follows:

3-G Consideration and Approval of Agreement between Cameron County Regional Mobility Authority and FORTRADE, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and with the Board. Mr. Sepulveda informed the Board that this is the office space being leased for the Cameron County Regional Mobility Authority Administrative Offices and new Board Meeting Room.

Vice Chair Gallegos moved to approve the Agreement between Cameron County Regional Mobility Authority and FORTRADE, Inc. The motion was seconded by Director Scaief and carried unanimously.

The Agreement is as follows:

3-H Consideration and Approval of Sub Lease Agreement between the Cameron County Regional Mobility Authority and Foremost Paving, Inc. for Unit/Suite 6.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda further stated that the Cameron County Regional Mobility Authority will sublease office space to the SH 550 Gap 1 Contractor.

Vice Chair Gallegos moved to approve the Sub Lease Agreement between the Cameron County Regional Mobility Authority and Foremost Paving, Inc. for Unit/Suite 6. The motion was seconded by Director Scaief and carried unanimously.

The Agreement is as follows:

3-I Consideration and Approval to Issue Request for Proposals for Environmental Services.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda explained in detail the need to Issue Requests for Proposals for Environmental Services.

Director Scaief moved to approve and Issue Request for Proposals for Environmental Services. The motion was seconded by Vice Chair Gallegos and carried unanimously.

3-J Consideration and Approval of a Resolution Authorizing the Executive Director to make the Determination that a Registered Owner of a Vehicle Shall be Classified as a Habitual Violator as Defined in Section 1.8 of the CCRMA's Tolling Policies.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained the need for the Resolution.

Vice Chair Gallegos moved to approve the Resolution Authorizing the Executive Director to make the Determination that a Registered Owner of a Vehicle Shall be Classified as a Habitual Violator as Defined in Section 1.8 of the CCRMA's Tolling Policies. The motion was seconded by Director Esparza and carried unanimously.

The Resolution is as follows:

3-K Discussion and Possible Action regarding RFQ 2017-001 General Legal Services.

Mr. Pete Sepulveda, Jr., RMA Executive Director informed the Board that the Evaluation Committee had met to evaluate the three proposals received for General Legal Services. The three firms submitting Statement of Qualifications were Beatty Bangle Strama, Mendez Law Firm and the Rentfro Law Firm, P.L.L.C. Mr. Sepulveda further stated that the Evaluation Committee's recommendation was that Staff negotiate a contract with Beatty Bangle Strama and the Rentfro Law Firm, P.L.L.C. (see attached memo)

Director Barrera moved to authorize Staff to negotiate a contract with Beatty Bangle Strama and the Rentfro Law Firm, P.L.L.C. for RFQ 2017-001 for General Legal Services. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Memo is as follows:

NOTE: Director Barrera left the meeting at 12:45 P.M. and did not participate in Executive Session.

EXECUTIVE SESSION ITEMS

Vice Chair Gallegos made a motion at 12:45 P.M. to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously.

EXECUTIVE SESSION:

- 4-A Confer with Legal Counsel regarding the Cameron County Regional Mobility Authority VS. MCMD, Case, Cause No. 2012-CCL-931, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A),(B) and (2).

Director Lopez moved to come back into open session at 1:13 P.M. The motion was seconded by Director Esparza and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION:

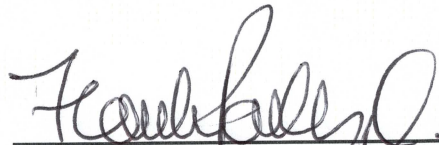
- 5-A Confer with Legal Counsel regarding the Cameron County Regional Mobility Authority VS. MCMD, Case, Cause No. 2012-CCL-931, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A),(B) and (2).

Vice Chair Gallegos moved to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Vice Chair Gallegos and carried unanimously the meeting was **ADJOURNED** at 1:14 P.M.

APPROVED this 1st day of September 2017.



CHAIRMAN FRANK PARKER, JR.

ATTESTED: 

SECRETARY DAVID N. GARZA

3-A APPROVAL OF CLAIMS.



MEMORANDUM

TO: Chairman and Board Members

FROM: Adrian Rincones, Chief Financial Officer

Declassified by:
Jesus A. Rincones
880E20DF61EB4CC...

RE: Claims

DATE: July 13, 2017

Attached are the claims paid on June 16, June 23, and June 29, 2017, for Administrative and Toll Operations that are being presented for the Board's acknowledgement.

Also attached, Administrative and Toll Operations claims being presented to the Board for consideration for July 13, 2017. Staff recommends approval of the claims.



Claims Acknowledgement - Administrative

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Claims Paid June 16, 2017				
April Romero	Emp April Romero	AR2 6.15.17	77.04	Strategic Proj Coordinator Travel Reimbursement
Bryant & Stingley	Bryant & Stingley, Inc	7203PC	499.85	Services for cause no 2015-DCL-05357 Garza vs CCRMA
Bryant & Stingley	Bryant & Stingley, Inc	7206PC	334.75	Services for cause no 2015-DCL-05357 Garza vs CCRMA
Denton Navarro Rocha	Denton Navarro Rocha Bernal Hyde & Zech, PC	22567	74.00	Personnel Policy Manual Review
Total:			<u>985.64</u>	
Claims Paid June 29, 2017				
Adrian	Adrian Rincones	AR 6.29.17-1	2,157.98	CFO Reimbursement for Computer, Comp Care n Microsoft Office
Adrian	Adrian Rincones	AR 6.29.17-2	1,242.58	CFO Reimbursement for Office Supplies, Background Checks &
AFLAC	Aflac	830447	246.21	Employee supplemental insurance
Amazon	Amazon	Amazon June 2017	537.66	Office furniture purchase for break room
April Romero	Emp April Romero	AR2 6.29.17	31.08	Project Coordinator Travel Reimbursement
Barkhurst & Hinojosa	Paul Barkhurst & Hinojosa P.C.	2346	2,150.00	West Rail ROW Legal Costs - MCMD
Denton Navarro Rocha	Denton Navarro Rocha Bernal Hyde & Zech, PC	22677	476.34	HR Dept Employee Matters
Denton Navarro Rocha	Denton Navarro Rocha Bernal Hyde & Zech, PC	22678	425.50	HR Dept Personnel Policy Manual Review
Gexa Energy	Gexa Energy, LP	23435445	249.39	Admin office energy utilities
Mundial Telecom Serv	Juan Jose Villarreal	2004	1,192.22	Labor cost for cleaning network cabling and equipment at tolls office
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	July 2017	1,837.25	Admin Office Monthly Rent for July 2017
Republic Services	Republic Services	0863-001327629	78.83	Shredding monthly pick up services
TML	Texas Municipal League Intergovernmental Risk Pool	2017-07	3,234.52	Employee health benefit
Verizon Wireless	Verizon Wireless	7535720975	73.80	Monthly hotspot services
Total:			<u>13,933.36</u>	
Grand Total:			<u>14,919.00</u>	



Claims Acknowledgement - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Claims Paid June 16, 2017				
DiscountElectronics	Discount Electronics	B1915	1,692.95	Computers for TPS image review room
Emp Janett Huerta	Janett Huerta	JH 6.15.17	16.05	CSR Travel Reimbursement
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 6.13.17	326.26	SH550 rental maintenance and office supplies reimbursement
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20170531	97.85	Pre Court Program Support May 2017
MSB	Municipal Services Bureau	MSB 6.15.17	57.94	MSB Court Restitution Check for Toll Violators
Raul Ortega	Emp Raul Ortega	RO 6.14.17	89.02	CSR Travel Reimbursement for mail, deposits and storage
Rio Storage BRN, LLC	Rio Storage BRN	July 2017	169.00	Storage monthly rent
SD Bobby Valdez	Bobby Valdez	BV 6.10.17	192.50	SH 550 Road Closure Maintenance
SD Marin Alejandro H	Marin Alejandro Hernandez	MH 6.10.17	192.50	SH 550 Road Closure Maintenance
Temp Control, Inc.	Temp Control, Inc.	20545	1,680.00	Tolls A/C Repairs
Time Warner Cable	Time Warner Cable Business Class	TWC June 2017	1,839.09	Telephone and Internet Services for June 2017
VMUD	Valley Municipal Utility District	May 2017 - 6802	31.07	Water Utilities for Tolls Office May 2017
		Total:	<u>6,384.23</u>	
Claims Paid June 23, 2017				
BND	Brownsville Navigation District	01	600.00	Deposit for BND Water Connection for SH550 Maintenance
		Total:	<u>600.00</u>	
Claims Paid June 29, 2017				
Adrian	Adrian Rincones	AR 6.29.17-2	132.97	CFO Reimbursement for Office Supplies, Background Checks & Edu and Training
Emp Ema Jaramillo	Ema Jaramillo	EJ 6.29.17	8.88	CSR Travel Reimbursement
Emp Luis Perez	Luis Perez	LP 6.29.17	14.98	CSR Travel Reimbursement for Deposits
Megashine Cleaning L	Megashine Cleaning LLC	1054	1,200.00	Cleaning Monthly Services for June 2017
Prisciliano Delgado	Prisciliano Delgado	10526	200.00	Lawn Care Services for June 2017
PUB	Public Utilities Board	June 2017 - 588837	249.26	SH550 Port Spur Energy Services
Reliant	Reliant	185002575653	434.98	Tolls office energy services
TML	Texas Municipal League Intergovernmental Risk Pool	2017-07	2,649.54	Employee health benefit
TXU	TXU Energy	054352018343-1765	505.41	SH550 FM1847 and DC Energy Utilities
TXU	TXU Energy	054352018343-3128	614.88	SH550 FM1847 and DC Energy Utilities
		Total:	<u>6,010.90</u>	
		Grand Total:	<u>12,995.13</u>	



Claims for Consideration and Approval - Administrative

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
July 13, 2017				
JWH and Associates	JWH and Associates, Inc.	1617	1,760.00	Project Closeout Services - West Rail
Locke Lord	Locke Lord LLP	1337074	1,611.57	Legal Services for the month of May 2017 - Ethics and compliance policy
Locke Lord	Locke Lord LLP	1337075	23,954.34	Legislative Services for the month of May 2017 - updates on latest bill action
S&B	S&B Infrastructure, LTD	U2299.600-01	99,516.97	Outer Parkway PE and Environmental Studies
S&B	S&B Infrastructure, LTD	U2299.600-02	326,892.25	Environmental Development Outer Parkway
S&B	S&B Infrastructure, LTD	U2299.800-05	9,117.16	SH 550 Slope Erosion Repair and Concrete Barrier Installation
Sullivan Public Affa	Sullivan Public Affairs	CC062017	7,500.00	Governmental relations consultation for June 2017
TML	Texas Municipal League	TML 7.1.17	165.50	Coastal wind, auto lia, erros & omission, workers comp
	Intergovernmental Risk Pool			
Report Total:			<u>470,517.79</u>	



Claims for Consideration and Approval - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
July 13, 2017				
Alert Termite & Pest	Alert Termite & Pest Control Co	6.30.17	360.00	Annual Renewal Services for Pest Control - Tolls office
Culligan	Culligan of the Rio Grande Valley	Culligan June 2017	125.89	Water Services for June 2017
Fagan Consulting	Fagan Consulting LLC	CCOS1706	23,354.50	PRIB Procurement Support & Monthly Operations Support
Franco San Miguel	FRANCISCO J SANMIGUEL	May 2017	2,000.00	Monthly Support Services for SH 550 - May 2017
Kapsch	Kapsch TrafficCom Transportation NA, Inc	488018SI00064	12,937.50	System Integrator Monthly Maintenance April 2017
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20170630	97.85	Court Program Support Services
Locke Lord	Locke Lord LLP	1331387	4,817.35	SH 550 Legal Services for settlement agreement with
Locke Lord	Locke Lord LLP	1337076	1,372.58	Legal Services for the month of May 2017 - SH 550 review of RFP
Lone Star Shredding	Lone Star Shredding Document Storage	1934505	67.50	Monthly Shredding services for June 2017
Matus Contractor Co	Matus Contractor Company	51	4,500.00	SH 550 Paredes Line cutting grass, garbage collections and
PUB	Public Utilities Board	June 2017 - 600710	290.08	SH 550 DC Energy Services
RGV Spotlight	Osli Josuhe Mejia	INV-0A13016B	1,700.00	Monthly Marketing Labor for June 2017
Rio Storage BRN, LLC	Rio Storage BRN	Aug 2017	174.00	Storage Rent for August 2017
TML	Texas Municipal League	TML 7.1.17	14,490.25	Coastal wind, auto lia, erros & omission, workers comp
TollPlus LLC	TollPlus LLC	O17024	14,335.00	BOS Provider Maintenance
Xerox	Xerox	089723671	457.89	Monthly printer services for admin office
Xerox	Xerox	089723672	312.12	Monthly printer services for Tolls office
Report Total:			<u>81,392.51</u>	

**3-B CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS
AND BUDGET AMENDMENTS FOR THE MONTH JUNE 2017.**

CCRMA

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



JUNE 2017 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS ADRIAN RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER

CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included in Report
From 6/1/2017 Through 6/30/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	254,885	2,293,965	3,100,000	(806,035)
TRZ revenue	-	-	175,000	(175,000)
Other revenue	-	165,834	3,390,213	(3,224,379)
Total Operating Revenues	<u>254,885</u>	<u>2,459,799</u>	<u>6,665,213</u>	<u>(4,205,414)</u>
Operating Expenses				
Personnel costs	40,126	495,060	633,159	138,099
Professional services	7,500	162,256	290,300	128,044
Contractual services	27,522	163,072	185,000	21,928
Debt interest	-	2,509,110	5,703,666	3,194,556
Project expenses	-	-	314,688	314,688
Advertising & marketing	-	12,311	25,000	12,689
Data processing	471	2,798	10,000	7,202
Dues & memberships	-	6,365	25,000	18,635
Education & training	695	1,292	10,000	8,708
Fiscal agent fees	-	4,920	45,000	40,080
Insurance	-	1,988	10,000	8,012
Maintenance & repairs	-	1,890	22,400	20,510
Office supplies	3,045	21,957	36,000	14,043
Rent	2,295	20,035	30,000	9,965
Travel	770	13,624	30,000	16,376
Utilities	470	4,834	10,000	5,166
Other expenses	-	-	5,000	5,000
Total Operating Expenses	<u>82,893</u>	<u>3,421,512</u>	<u>7,385,213</u>	<u>3,963,701</u>
Non Operating Revenue				
Interest income	12,018	17,194	15,000	2,194
Other Financing sources	-	-	705,000	(705,000)
Total Non Operating Revenue	<u>12,018</u>	<u>17,194</u>	<u>720,000</u>	<u>(702,806)</u>
Changes in Net Assets	<u>184,010</u>	<u>(944,520)</u>	<u>-</u>	<u>(944,520)</u>
Net Assets Beginning of Year	<u>(1,128,530)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Assets End of Year	<u>(944,520)</u>	<u>(944,520)</u>	<u>-</u>	<u>(944,520)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Toll Operations Revenues & Expenditures - Accrual - Unposted Transactions Included In Report
From 6/1/2017 Through 6/30/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
Toll Operating Revenues					
Toll Revenue	1,011	166,364	475,200	(308,836)	323,066
Toll Violation Revenue	3,121	158,116	665,280	(507,164)	185,560
Interop Revenue	<u>48,031</u>	<u>411,496</u>	<u>550,000</u>	<u>(138,504)</u>	<u>371,776</u>
Total Toll Operating Revenues	<u>52,163</u>	<u>735,975</u>	<u>1,690,480</u>	<u>(954,505)</u>	<u>880,402</u>
TPS Accrued Revenues					
TPS Toll Revenues	71,469	351,903	-	351,903	-
TPS RBP Revenue	48,024	152,488	-	152,488	-
TPS Violation Revenue	<u>224,761</u>	<u>737,783</u>	<u>-</u>	<u>737,783</u>	<u>-</u>
Total TPS Accrued Revenues	<u>344,254</u>	<u>1,242,174</u>	<u>-</u>	<u>1,242,174</u>	<u>-</u>
Total Toll Operating Revenues	<u>396,417</u>	<u>1,978,149</u>	<u>1,690,480</u>	<u>287,669</u>	<u>880,402</u>
Toll Operating Expenses					
Payroll - Indirect	16,465	119,038	159,640	40,602	57,506
Payroll Taxes	1,236	8,648	12,212	3,564	4,399
Payroll Benefits - Retirement	-	8,032	16,732	8,700	5,725
Payroll Benefits TCDRS GTL	-	69	-	(69)	-
Payroll Benefits - Health	3,035	21,957	48,000	26,043	10,875
Accounting Software & Services	-	-	-	-	250
Advertising & Marketing	2,500	35,261	50,000	14,739	39,128
Contractual	40	19,142	40,000	20,858	14,000
Legal Expense	-	32,657	50,000	17,343	-
Dues & Memberships	-	2,995	10,000	7,005	-
Education & Training	-	1,812	4,000	2,188	-
Maintenance & Repairs	2,960	16,193	15,000	(1,193)	-
Maintenance - SH 550	5,201	42,095	100,000	57,905	45,704
Returned Bank Pmt Fees	35	95	-	(95)	-
Interop Collection Fees	3,257	27,511	55,000	27,489	24,353
PBM Add on Fees	107	17,630	25,000	7,370	35,437
PBM Image Review	-	11,539	30,000	18,461	47,901
PBM Pre-Court Program	98	869	4,000	3,131	3,755
Office Supplies	1,436	11,649	25,000	13,351	-
Postage	18,165	73,930	100,000	26,070	100
Rent	630	9,672	35,000	25,328	910
Travel	129	6,503	8,000	1,497	3,836
Utilities	4,091	36,169	40,000	3,831	12,157
Transfer to General Operations	-	-	280,000	280,000	-
Toll Road Property Insurance	-	47,258	75,000	27,742	39,155
Toll Operational Support	-	40,116	100,000	59,884	64,297
Toll System Provider Maintenance	-	105,250	225,000	119,750	150,000
BOS System Provider	-	71,692	175,000	103,308	-
Merchant Card Services	2,801	7,414	45,000	37,586	-
Maintenance & Debt Reserve	<u>-</u>	<u>-</u>	<u>312,896</u>	<u>312,896</u>	<u>-</u>
Total Toll Operating Expenses	<u>62,185</u>	<u>775,198</u>	<u>2,040,480</u>	<u>1,265,282</u>	<u>559,487</u>
Changes in Net Assets	<u>334,232</u>	<u>1,202,951</u>	<u>(350,000)</u>	<u>1,552,951</u>	<u>320,915</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report
From 6/1/2017 Through 6/30/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
Toll Operating Revenues					
Toll Revenue	1,011	166,364	475,200	(308,836)	323,066
Toll Violation Revenue	3,121	158,116	665,280	(507,164)	185,560
Interop Revenue	48,031	411,496	550,000	(138,504)	371,776
Total Toll Operating Revenues	52,163	735,975	1,690,480	(954,505)	880,402
TPS Revenues					
	130,711	438,557	-	438,557	-
Total TPS Revenues	130,711	438,557	-	438,557	-
Total Toll Operating Revenues	182,874	1,174,532	1,690,480	(515,948)	880,402
Toll Operating Expenses					
Payroll - Indirect	16,465	119,038	159,640	40,602	57,506
Payroll Taxes	1,236	8,648	12,212	3,564	4,399
Payroll Benefits - Retirement	-	8,032	16,732	8,700	5,725
Payroll Benefits TCDRS GTL	-	69	-	(69)	-
Payroll Benefits - Health	3,035	21,957	48,000	26,043	10,875
Accounting Software & Services	-	-	-	-	250
Advertising & Marketing	2,500	35,261	50,000	14,739	39,128
Contractual	40	19,142	40,000	20,858	14,000
Legal Expense	-	32,657	50,000	17,343	-
Dues & Memberships	-	2,995	10,000	7,005	-
Education & Training	-	1,812	4,000	2,188	-
Maintenance & Repairs	2,960	16,193	15,000	(1,193)	-
Maintenance - SH 550	5,201	42,095	100,000	57,905	45,704
Returned Bank Pmt Fees	35	95	-	(95)	-
Interop Collection Fees	3,257	27,511	55,000	27,489	24,353
PBM Add on Fees	107	17,630	25,000	7,370	35,437
PBM Image Review	-	11,539	30,000	18,461	47,901
PBM Pre-Court Program	98	869	4,000	3,131	3,755
Office Supplies	1,436	11,649	25,000	13,351	-
Postage	18,165	73,930	100,000	26,070	100
Rent	630	9,672	35,000	25,328	910
Travel	129	6,503	8,000	1,497	3,836
Utilities	4,091	36,169	40,000	3,831	12,157
Transfer to General Operations	-	-	280,000	280,000	-
Toll Road Property Insurance	-	47,258	75,000	27,742	39,155
Toll Operational Support	9,072	49,188	100,000	50,812	64,297
Toll System Provider	-	105,250	225,000	119,750	150,000
BOS System Provider	-	71,692	175,000	103,308	-
Merchant Card Services	2,801	7,414	45,000	37,586	-
Maintenance & Debt Reserve	-	-	312,896	312,896	-
Total Toll Operating Expenses	71,257	784,270	2,040,480	1,256,210	559,487
Changes in Net Assets	111,617	390,262	(350,000)	740,262	320,915

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
From 6/1/2017 Through 6/30/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	254,885	2,293,965	3,100,000	(806,035)	2,396,396
Toll revenues	396,417	1,978,149	1,715,480	262,669	880,402
TRZ revenue	-	-	175,000	(175,000)	-
Other revenue	-	165,973	3,440,213	(3,274,240)	166,013
Total Operating Revenues	<u>651,302</u>	<u>4,438,087</u>	<u>8,430,693</u>	<u>(3,992,606)</u>	<u>3,442,811</u>
Operating Expenses					
Personnel costs	60,862	652,805	869,743	216,938	525,536
Accounting software and services	-	-	10,300	10,300	3,541
Professional services	7,500	162,256	280,000	117,744	117,500
Contractual services	27,562	214,872	275,000	60,128	64,196
Debt interest	-	2,509,110	5,303,666	2,794,556	1,363,467
Project expenses	-	-	1,027,584	1,027,584	-
Advertising & marketing	2,500	47,572	75,000	27,428	63,956
Data processing	471	2,798	10,000	7,202	6,292
Dues & memberships	-	9,360	35,000	25,640	13,059
Education & training	695	3,104	14,000	10,896	7,545
Fiscal agent fees	-	4,920	45,000	40,080	8,886
Insurance	-	49,246	85,000	35,754	45,879
Maintenance & repairs	2,960	18,083	37,400	19,317	15,670
Office supplies	22,646	107,536	161,000	53,464	20,660
Road maintenance	8,001	226,450	545,000	318,550	195,704
Rent	2,926	29,706	65,000	35,294	11,921
Toll services	12,569	106,833	494,000	387,167	175,742
Travel	899	20,126	38,000	17,874	20,285
Utilities	4,560	41,003	50,000	8,997	22,339
Other expenses	-	-	5,000	5,000	0
Total Operating Expenses	<u>154,149</u>	<u>4,205,782</u>	<u>9,425,693</u>	<u>5,219,911</u>	<u>2,682,178</u>
Non Operating Revenue					
Interest income	12,018	17,194	15,000	2,194	10,918
Other Financing sources	-	-	980,000	(980,000)	-
Total Non Operating Revenue	<u>12,018</u>	<u>17,194</u>	<u>995,000</u>	<u>(977,806)</u>	<u>10,918</u>
Changes in Net Assets	<u>509,171</u>	<u>249,499</u>	<u>-</u>	<u>249,499</u>	<u>771,551</u>
Net Assets Beginning of Year	<u>(259,672)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Assets End of Year	<u>249,499</u>	<u>249,499</u>	<u>-</u>	<u>249,499</u>	<u>771,551</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Unposted Transactions Included In Report
From 6/1/2017 Through 6/30/2017
(In Whole Numbers)

	Current Period	Current Year	YTD Budget - Original	YTD Budget Variance -
	Actual	Actual		Original
Capital Projects				
South Padre Island 2nd Access	-	183,020	1,250,000	1,066,981
Outer Parkway	-	471,926	1,000,000	528,074
FM 1925	-	-	500,000	500,000
West Rail Relocation	6,250	86,342	2,500,000	2,413,658
SH 550	9,725	382,107	5,250,000	4,867,893
SH 32 (East Loop)	-	55,699	1,000,000	944,301
Port Isabel Access Rd	-	-	50,000	50,000
Spur 54 Project	-	17,394	44,000	26,606
Toll Equipment & Operational	15,655	750,691	1,250,000	499,309
Infrastructure				
Total Capital Projects	31,630	1,947,178	12,844,000	10,896,822

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Detail - Unposted Transactions Included In Report
From 6/1/2017 Through 6/30/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access				
CAPITALIZED PROJECT COSTS				
CIP - Planning & Coordination	-	32,206	550,000	517,794
CIP - Preliminary Engineering & Design	-	-	200,000	200,000
CIP - Environmental Studies	-	140,013	500,000	359,987
CIP - Direct Legal Costs	-	10,800	-	(10,800)
Total South Padre Island 2nd Access	-	183,020	1,250,000	1,066,981
Outer Parkway				
CAPITALIZED PROJECT COSTS				
CIP - Planning & Coordination	-	20,547	200,000	179,453
CIP - Preliminary Engineering & Design	-	315,977	125,000	(190,977)
CIP - Environmental Studies	-	135,402	675,000	539,598
Total Outer Parkway	-	471,926	1,000,000	528,074
FM 1925				
CAPITALIZED PROJECT COSTS				
CIP - Environmental Studies	-	-	500,000	500,000
Total FM 1925	-	-	500,000	500,000
West Rail Relocation				
CAPITALIZED PROJECT COSTS				
CIP - Mitigation	2,080	9,937	-	(9,937)
CIP - Right of Way	4,170	74,633	-	(74,633)
CIP - Construction	-	-	2,500,000	2,500,000
CIP - Construction Management	-	1,100	-	(1,100)
CIP - Direct Legal Costs	-	672	-	(672)
Total West Rail Relocation	6,250	86,342	2,500,000	2,413,658
SH 550				
CAPITALIZED PROJECT COSTS				
CIP - Mitigation	-	24,300	100,000	75,701
CIP - Public Presentations, RFP, RFQ, Bidding &	-	8,479	-	(8,479)
CIP - Construction	-	-	5,000,000	5,000,000
CIP - Construction Management	-	28,522	150,000	121,478
CIP - Direct Legal Costs	608	17,136	-	(17,136)
Total SH 550	608	78,437	5,250,000	5,171,563
SH 32 (East Loop)				
CAPITALIZED PROJECT COSTS				
CIP - Planning & Coordination	-	10,070	250,000	239,930
CIP - Environmental Studies	-	23,417	750,000	726,583
CIP - Public Presentations, RFP, RFQ, Bidding &	-	21,730	-	(21,730)
CIP - Direct Legal Costs	-	482	-	(482)
Total SH 32 (East Loop)	-	55,699	1,000,000	944,301
Port Isabel Access Rd				
CAPITALIZED PROJECT COSTS				
CIP - Planning & Coordination	-	-	15,000	15,000
CIP - Environmental Studies	-	-	35,000	35,000
Total Port Isabel Access Rd	-	-	50,000	50,000
Spur 54 Project				
CAPITALIZED PROJECT COSTS				
CIP - Planning & Coordination	-	5,351	10,000	4,649
CIP - Environmental Studies	-	12,043	34,000	21,957
Total Spur 54 Project	-	17,394	44,000	26,606
Toll Equipment & Operational Infrastructure				
CAPITALIZED PROJECT COSTS				
CIP - Direct Legal Costs	1,373	1,373	-	(1,373)
Toll Equipment & Software in Process	14,283	749,318	1,250,000	500,682
Total Toll Equipment & Operational Infrastructure	15,655	750,691	1,250,000	499,309
Total Capital Projects	22,513	1,643,508	12,844,000	11,200,492

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 6/30/2017
(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	20,525
CCRMA Operating Fund	1,203,062
CCRMA Merchant Card Account	(116,636)
CCRMA Mail Payments Account	(36,740)
CCRMA Line of Credit Account - TRB	988
Toll Operators Cash	60
TxDMV Escrow Account	21,001
TxTag - Replenishment Account	10,120
CCRMA Bond/Debt Funds	<u>1,147,190</u>
Total Cash and cash equivalents	2,249,569
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	29,730
2010 A & B Pledged Revenue Funds	815,144
2010 A Debt Reserve	1,049,552
2010 B Debt Reserve	1,231,125
2012 Bond CAPI funds	999
2012 Bond Operating Fund	5,471
2012 Bonds Rate Stabilization Fund	1,600,000
2012 Bonds Debt Service	954,585
2012 Bond Renewal & Replacement Fund	40,000
2012 Pass Thru Pay Revenue ACCU	1,385,000
2014 Refunding Series Escrow Account	671
2014 Refunding Series 10 Proceeds	5,125
Series 2014 Revenue and Tax	<u>1,750</u>
Total Restricted cash accounts - debt service	7,119,153
Accounts receivable	
Accounts Receivable - Customers	9,668
TPS Accounts Receivable	607,597
TPS RBP Accounts Receivable	94,654
Vehicle Registration Fees - Receivable	256,736
Employee Receivables	<u>150</u>
Total Accounts receivable	968,805
Accounts receivable - other agencies	
Due from Other Agencies	<u>70,325</u>
Total Accounts receivable - other agencies	70,325
Prepaid expenses	
Prepaid Rent	1,750
Prepaid Other Expense	<u>5,866</u>
Total Prepaid expenses	<u>7,616</u>
 Total Current Assets:	 10,415,468

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 6/30/2017

(In Whole Numbers)

Non Current Assets:

Capital assets, net

Land & Right of Way	98,750
Buildings	202,803
Accumulated Depreciation-Buildings	(15,210)
Improvements	20,791
Accumulated Depreciation-Improvements	(768)
Furnishings & Equipment	7,591,215
Accumulated Depreciation-Furnishings & Equipment	(1,128,395)
Software & Technology	19,792
Accumulated Depreciation Software & Technology	(11,875)
Infrastructure & Utilities	64,200,349
Improvements - Infrastructure	303,670
Accumulated Depreciation-Infrastructure	<u>(2,790,385)</u>
Total Capital assets, net	68,490,737

Capital projects in progress

CIP - Planning & Coordination	898,694
CIP - Preliminary Engineering & Design	4,105,236
CIP - Environmental Studies	15,301,238
CIP - Mitigation	293,106
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	67,099
CIP - Right of Way	97,965
CIP - Construction Management	81,139
CIP - Direct Legal Costs	313,624
CIP - Capitalized Interest	61,658
CIP - Direct Administration	493,049
CIP - Indirect Administration and Overhead	570,258
Toll Equipment & Software in Process	<u>1,852,263</u>
Total Capital projects in progress	24,135,328

Other assets

Other Assets	46,621,328
Deferred Outflow - Changes of Assumption	<u>1,138</u>
Total Other assets	46,622,466

Unamortized bond prepaid costs

2012 Bonds Prepaid Insurance	108,002
2014 Bond Prepaid Insurance	<u>10,888</u>
Total Unamortized bond prepaid costs	<u>118,890</u>

Total Non Current Assets:

139,367,421

Total ASSETS

149,782,889

LIABILITIES

Current Liabilities

Accounts payable

AP - Operations	78,022
AP - Project Expenditures	<u>483,379</u>
Total Accounts payable	561,401

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 6/30/2017

(In Whole Numbers)

Accrued expenses	
TxTag Customer Deposits	1,006
Toll Refunds from MSB	6,881
Accrued Expense	(1)
Total Accrued expenses	7,886
Payroll liabilities	
Federal Tax Withholding	(8)
Payroll Tax Payable	(192)
Retirement Contribution Payable	3,850
Health Insurance Payable	1,200
Aflac Employee Liabilities	34
Dental Insurance Payable	(15)
Employee Vision Insurance	(25)
Total Payroll liabilities	4,844
Deferred revenue	
UFV Fund Deposits	1,665
Deferred Revenue	1,600
TPS Customer Deposits	(31)
Restricted Funds - West Rail	309,507
Total Deferred revenue	312,741
Total Current Liabilities	886,871
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Procurement Deposits and Other	89,758
Due to other Entity's	2,014,428
Total Due to other agencies	2,271,686
Due to TxDot	
Union Pacific - West Rail Project	29,522,370
Union Pacific - Olmito Switchyard	9,919,811
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	54,365
Total Due to TxDot	54,733,055
Long term bond payable	
2010A Bonds Payable	4,480,000
2010A Unamortized Premium	13,761
2010B Bonds Payable	15,535,000
2012 Bonds Payable	25,660,000
2012 Unamortized Premium	3,862,351
2014 Bonds Payable	4,305,000
2014 Bond Premium	139,882
2010A Refund Series 2014	5,475,000
2010A Refund Premium Series 2014	97,922
2010A Refunding Deferred Charge 2014 Series	31,341
2015 CO Bonds	4,255,000
2015 CO Bonds Discount	(37,186)
2016 Refunding Series Toll Revenue	15,805,000

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 6/30/2017
(In Whole Numbers)

2016 Refunding Series Bond Premium	100,180
2016 Refunding Series Deferred Amount on Refunding	<u>(251,775)</u>
Total Long term bond payable	<u>79,471,476</u>
Total Non Current Liabilities	<u>136,476,217</u>
Total LIABILITIES	<u>137,363,088</u>
NET POSITION	
Beginning net position	
	<u>13,225,338</u>
Total Beginning net position	<u>13,225,338</u>
Changes in net position	
	<u>(304,907)</u>
Total Changes in net position	<u>(304,907)</u>
Total NET POSITION	<u>12,920,432</u>
TOTAL LIABILITIES AND NET POSITION	<u>150,283,520</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 6/30/2017

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	676,610	2,291,940
Receipts from MSB/Interop Toll revenues	23,230	724,939
Receipts from TPS Toll Revenues	(519)	505,016
Receipts from Other Operating Revenues	171,433	2,114,535
Payments to Vendors	(153,739)	(2,022,483)
Payments to Employees	<u>(57,762)</u>	<u>(651,650)</u>
Total Cash Flows from Operating Activities	<u>659,253</u>	<u>2,962,297</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	(9,117)	(303,670)
Acquisitions of Construction in Progress	(177,263)	(1,975,822)
Payments on Bond Interest and Principal	-	(1,675,752)
Proceeds related to Redevelopment Assets	-	60,839
Advances on FAA and Grant Proceeds	<u>-</u>	<u>1,199,228</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(186,380)</u>	<u>(2,695,176)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>12,018</u>	<u>17,194</u>
Total Cash Flows from Investing Activities	<u>12,018</u>	<u>17,194</u>
Beginning Cash & Cash Equivalents	<u>8,853,081</u>	<u>9,084,308</u>
Ending Cash & Cash Equivalents	<u>9,337,972</u>	<u>9,368,622</u>



TPS|CCRMA Operations
May & June 2017

SH550 Monthly comparison by year

- 14% Average transaction growth over 2016
- Tag Penetration average 38% of billable transactions
- RBP Penetration May 12% of billable transactions
- RBP Penetration June 10% of billable transactions



May & June 2017 PBM TXN Reconciliation

- Report includes only transactions that entered the Back Office for processing (Pay By Mail)
- Register by Plate transactions equaled 32% of total billable PBM revenue

Transaction Reconciliation Report

For the Time Period From 5/1/2017 To 6/30/2017

Total Transactions:	209,845	Unqualified Transactions :	209,697
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Unqualified Transactions	Trips Count
Duplicate Transactions	0
Not Good For Billing	148
Total	148

Qualified Transactions	Trips Count	Variance	Count
Posted to RBP	22,197	Qualified Count	209,697
Posted to PBM	155,158	Trips Count	209,697
Posted to Non-Revenue	0	Variance Count	0

Posted to Out Of State/ Country	30,226
Dismissed Transactions	22
Dismissed due to No DMV Response	1,320
DMV Pending Transactions	768
In-process Transactions	6
Total	209,697

May & June 2017 Image Review Totals

- Total number of images reviewed by staff for the period

OVERVIEW LEVEL

For the Time Period From 05/01/2017 To 06/30/2017

OPERATION OVERVIEW

Total Reviews Completed	227706	Total Time Spent (hrs)
QUEUE LEVEL		
Queue	Review Count	Review Time Taken(mins)
<u>Misread</u>	121	141.62
<u>Review One</u>	117197	23294.12
<u>Review Three</u>	9741	4941.6
<u>Review Two</u>	100647	13558.55
Total	227706	41935.89

Total Payments Processed and Collected

Payment Processing

Source	Payment Mode	Jan-17 Amount	Feb-17 Amount	Mar-17 Amount	Apr-17 Amount	May-17 Amount	Jun-17 Amount
CSC Payments	Bank	2,613	430	0	0	19	0
	Cash	333	1,683	1,621	1,296	2,329	2,492
	Cashiers Check	0	0	0	6	2	0
	Check	22	5,711	13,063	56,046	27,261	46,547
	CreditCard	336	1,192	4,439	4,296	6,717	7,192
	DebitCard	1,333	3,304	11,468	12,242	17,113	20,498
	MoneyOrder	168	293	856	800	1,859	1,621
	Total Amount	4,805	12,613	31,447	74,686	55,300	78,350
	Bank	273	2,600	1,588	1,564	2,994	4,128
	CreditCard	2,819	5,466	11,760	12,434	32,019	34,627
WEB Payments	DebitCard	1,899	4,572	12,984	16,608	26,377	31,581
	Total Amount	4,992	12,639	26,333	30,606	61,390	70,336
	Combined Total	9,797	25,252	57,780	105,292	116,690	148,685

- CSC Payments are processed at CCRMA Main Office
- WEB payments are customer based online
- We are working on strategies to drive more customers to pay online

**3-C CONSIDERATION AND APPROVAL OF A FINANCIAL ASSISTANCE
AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORATION FOR THE SH 550 GAP 1 PROJECT.**

FINANCIAL ASSISTANCE AGREEMENT

TEXAS DEPARTMENT OF TRANSPORTATION GRANT TO CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FOR A PORTION OF THE SH 550 TOLL PROJECT CALLED THE GAP I 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 of the State of Texas, for the purpose of providing financial assistance in an amount up to \$2,000,000 in connection with the construction of a portion of the SH 550 Toll Project in Cameron County.

RECITALS

The parties acknowledge the following:

- A. On July 30, 2004, Cameron County petitioned the Texas Transportation Commission (the "Commission") for authorization to form the Cameron County Regional Mobility Authority ("CCRMA") pursuant to provisions of the Texas Transportation Code; and
- B. In Minute Order No. 109788 adopted by the Commission on September 30, 2004, the Commission authorized the creation of CCRMA; and
- C. CCRMA now operates pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 Texas Administrative Code §26.11 *et seq.* (the "RMA Rules"), as well as its own policies and procedures; and
- D. CCRMA is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and
- E. TxDOT has previously participated, and continues to participate, in the CCRMA's development of the SH 550 Toll Project, a toll facility on the state highway system. CCRMA is pursuing the development of an addition to the SH 550 Toll Project, called the Gap I Project, being a controlled access toll facility on SH 550 from .53 mi East of Old Alice Road to 0.48 mi West of FM 1847 consisting of four main lanes, two in each direction, a map of which appears as **Attachment A** to this Agreement (the "Project"); and
- F. The SH 550 Toll Project, which encompasses the Project, was previously the subject of a formal waiver of a market valuation pursuant to Section 228.0111(f-l) of the Texas Transportation Code, and TxDOT and CCRMA executed a market valuation waiver agreement dated September 9, 2009 which confirmed CCRMA's right to develop the Project; and
- G. The exercise by CCRMA of the powers conferred by the RMA Act in the acquisition, design, construction, operation and maintenance of the Project is an essential governmental function of the state, pursuant to Section 370.032 of the RMA Act; and

H. Transportation Code §370.301 authorizes the department to provide for or contribute to the payment of costs of the design, financing, construction, operation, or maintenance of a turnpike project by a regional mobility authority (RMA) on terms agreed to by the department and the RMA. Article III, Section 52-b of the Texas Constitution and Transportation Code §222.103 authorize the department to participate, by spending money from any available source, in the acquisition, construction, maintenance, or operation of a toll facility of a public or private entity on terms and conditions established by the Commission; and

I. On March 8, 2010, CCRMA and TxDOT entered into a Project Development Agreement governing the development of the Project, as amended by Amendment No. 1 effective April 25, 2012 (the "Project Development Agreement"); and

J. In accordance with Section 27.53 of the "Financial Assistance Rules" (43 Texas Administrative Code Sections 27.50-27.58), on or about June 30, 2016, CCRMA submitted a request to receive a grant of up to \$6,000,000 (allocated in the Unified Transportation Program as \$6,000,000 of Category 12 funds), to pay for a portion of the construction of the Project. The information and data required by Section 27.53 of the Financial Assistance Rules is either contained in the request for financing, is already in TxDOT's possession, or has been waived by the executive director; and

K. The Commission, in Minute Order 114658 dated July 28, 2016, and Minute Order 114686 dated August 25, 2016, pursuant to its constitutional and statutory authority and the Financial Assistance Rules, gave preliminary and final approval of the request for financial assistance in an amount not to exceed \$6,000,000 as a grant of funds to pay for a portion of the costs of construction of the Project (allocated in the Unified Transportation Program as \$6,000,000 of Category 12 funds); and

L. On November 9, 2016, CCRMA and TxDOT entered into a Financial Assistance Agreement authorizing the disbursement of grant funds in the amount of \$6,000,000 on a reimbursement basis; and

M. In accordance with Section 27.53 of the Financial Assistance Rules, on or about February 23, 2017, CCRMA submitted a request to receive an additional grant of up to \$2,000,000 (from Category 12 Vehicle Registration Fee Match Funds allocated in the Unified Transportation Program), to pay for a portion of the cost of construction of the Project. The information and data required by Section 27.53 of the Financial Assistance Rules is either contained in the request for financing, is already in TxDOT's possession, or has been waived by the executive director; and

N. The Commission, in Minute Order 114903 dated April 27, 2017, and Minute Order 114932 dated May 25, 2017, pursuant to its constitutional and statutory authority and the Financial Assistance Rules, gave preliminary and final approval of the request for additional financial assistance in an amount not to exceed \$2,000,000 as a grant of funds to pay for a portion of the costs of the construction of the Project. The requested grant funds represent part of the vehicle registration fee match in the amount of \$14,104,600 million of Category 12 funds allocated by the Commission to the CCRMA in the Unified Transportation Program update approved in Minute Order 113948 dated May 29, 2014, as "Strategic Partnership Agreement with Cameron County RMA"; and

O. On July 13, 2017, CCRMA's Board of Directors issued a Resolution, attached hereto as **Attachment B**, authorizing the Chairman of CCRMA to enter into this Agreement with TxDOT for the disbursement of \$2,000,000 in grant funds.

AGREEMENT

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

1. Use of Grant Funds.

a. TxDOT will provide financial assistance to CCRMA, in the form of a grant, in an amount not to exceed \$2,000,000 consisting of the sources of funds as described herein, to be provided on a reimbursement basis, to be used to pay for the costs of construction of the Project in accordance with this Agreement. This funding is committed by TxDOT and is not subject to future discretionary actions of TxDOT or the Commission; provided, however, CCRMA acknowledges and agrees that TxDOT's obligation to make any disbursements of the Grant occurring after the end of the current fiscal biennium of the State of Texas (August 31, 2017) shall be subject in each case to the appropriation by the Texas Legislature of funds for such purposes. Any "non-appropriation" by the Texas Legislature as described in the preceding sentence shall not constitute a default by TxDOT under this Agreement. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the Project.

b. Project costs paid or reimbursed by CCRMA using funds granted under this Agreement shall be paid or reimbursed in accordance with applicable policies of CCRMA, the Financial Assistance Rules, and other applicable state and federal laws, including the applicable requirements of the Texas Uniform Grant Standards maintained by the Texas Comptroller of Public Accounts.

2. Availability of Grant Funds. All Grant funds governed by this Agreement that have not been provided to CCRMA as of the effective date of this Agreement are available for disbursement by TxDOT, provided that CCRMA is in compliance with the terms of this Agreement and all prerequisites for the disbursement of funds are satisfied.

3. Disbursement of Grant Funds.

a. CCRMA will deliver to TxDOT prior to each disbursement a certificate in which CCRMA accounts for all Grant funds disbursed under this Agreement and certifies that the disbursement, when added to the amount of all prior disbursements under this Agreement, will not exceed the total amount of funding authorized under this Agreement.

b. Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by TxDOT of a request for reimbursement from CCRMA in a format acceptable to TxDOT which complies with the requirements in 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.

c. TxDOT 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, CCRMA 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 CCRMA to advance the Project and meet its obligations.

d. CCRMA shall submit to TxDOT an annual budget of Project costs payable from the Grant funds for the upcoming fiscal year of CCRMA that includes monthly estimates of expenditures, such budget and cash flows to be in a form and in sufficient detail as may be reasonably required by TxDOT (the "Budget"). If CCRMA determines that it will incur costs that were not included in the Budget, CCRMA shall provide a revised Budget to TxDOT.

e. TxDOT has thirty (30) calendar days from receipt of a revised Budget to notify CCRMA in writing of TxDOT's approval of the revised Budget. Failure to notify CCRMA of approval or disapproval of the Budget within thirty (30) calendar days shall be considered deemed approval of the Budget. Budget approval by TxDOT is conditioned on verification by TxDOT that the anticipated Grant disbursements can be made in the anticipated timeframe.

f. If TxDOT disapproves the revised Budget it shall specify, in writing (issued within the initial thirty (30) calendar day review period) the reasons for disapproval. CCRMA may resubmit the revised Budget in a manner which addresses the issues raised by TxDOT. TxDOT shall have ten (10) business days from receipt of the resubmittal to review and approve, or disapprove, of the resubmittal. If TxDOT 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.

g. 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. Reporting Requirements. CCRMA shall provide the following information to TxDOT within the time frames prescribed herein:

- a. a Budget, no later than three months prior to the start of CCRMA's fiscal year;
- b. CCRMA's annual audited financial statements, no later than thirty (30) days after acceptance of the statements by CCRMA'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;

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

e. CCRMA will maintain transaction level expenditure information relating to expenditures paid or reimbursed with funds provided under this Agreement, and will provide, on a quarterly basis, a written report prepared by its General Engineering Consultant detailing the status of Project construction and the specific use of the granted funds during the previous quarter, including without limitation the use of those funds to reimburse costs incurred in anticipation of the receipt of those funds.

5. 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
Project Finance, Debt and Strategic Contracts Division
125 E. 11th Street
Austin, TX 78701
Attn: Benjamin H. Asher
Email: Benjamin.Asher@txdot.gov

with copies emailed to:

Texas Department of Transportation
Pharr District
Physical Address
600 W. I-2
Pharr, TX 78577
Email:
norma.garza@txdot.gov
pedro.Alvarez@txdot.gov

Mailing Address

Pharr, TX 78577

c. All notices or other communications to CCRMA shall be delivered to the following address or as otherwise directed by CCRMA:

Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attention: Executive Director

with copies to:

Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attn: Chief Financial Officer
Email:
arincones@ccrma.org

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.

6. Compliance with Laws.

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.

b. TxDOT or the Texas State Auditor may conduct an audit or investigation of any aspect of the Grant. CCRMA 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, CCRMA will maintain its books and records relating to the Project and the financial assistance provided under this Agreement in accordance with the requirements of §27.55(b)(2) of the Financial Assistance Rules, and will comply with the audit, retention, and other requirements relating to records regarding the Project in §27.55(b) of the Financial Assistance Rules. 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. CCRMA shall comply with all environmental permits, as well as issues and commitments contained in approved environmental approval documents necessary for development, construction, operation, or maintenance of the Project.

7. Project Completion, Default, and Remedies

a. Event of Default. The occurrence of any of the following shall be an "Event of Default" under this Agreement:

i. The construction of the Project is abandoned; provided that, for the purposes of this clause, abandonment of the construction of the Project is deemed to have occurred if no significant construction (taking into account the construction schedule and permitted delay as a result of Force Majeure) is carried out without reasonable cause, for a continuous period of ninety (90) days. For purposes of this Agreement, Force Majeure is defined as any cause beyond the control of CCRMA, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God (provided, that CCRMA shall not be required to settle any strike or labor disturbance in which it may be involved) and (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of CCRMA and CCRMA does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment by CCRMA and/or TxDOT shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of CCRMA;

ii. The operation or maintenance of the Project or any material part of the Project is suspended or abandoned; provided that, for the purposes of this clause, suspension or abandonment of the Project or part of the Project is deemed to have occurred, after the date the Project is open to tolled vehicular traffic, if CCRMA fails, without reasonable cause, to make the Project, or any material part of the Project, available for public use for a continuous period of ninety (90) days (taking into account Force Majeure).

b. Remedies. CCRMA agrees that upon the occurrence of an Event of Default hereunder TxDOT may, by all legal and equitable means:

i. exercise, or cause to be exercised, any and all such remedies as it may have under this Agreement or any other document or at law or in equity, and

ii. require CCRMA and any appropriate official of CCRMA (acting solely in their official capacity) to remedy any Event of Default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings in any court of competent jurisdiction in Travis County, Texas.

c. Notwithstanding anything in the Agreement to the contrary, if CCRMA (1) fails to use the proceeds of the Grant proceeds related to the Project exclusively on the Project; or (2) ceases or suspends design, engineering, environmental review and permitting (including any related litigation), procurement and construction activities related to the Project for a period of more than one hundred eighty (180) consecutive days for reasons other than Force Majeure and CCRMA is unable to cure any such default within ninety (90) days of the occurrence thereof; then, automatically and without notice to any party, (i) all rights and title to the work product secured using the Grant funds shall be transferred to TxDOT by CCRMA and this Agreement shall be considered terminated, subject to the survival provisions set forth in Sections 9, 12, and 14; and (ii) TxDOT shall disburse to CCRMA any undisbursed amounts of the financial assistance under this Agreement needed to pay or reimburse Project costs incurred by CCRMA prior to or as a result of such termination (including mobilization and/or demobilization costs); provided, however, that such disbursement shall not exceed the aggregate amount of Project construction costs incurred prior to such termination. All unexpended funds provided to CCRMA under this Agreement that exceed the aggregate amount of Project construction costs incurred prior to such termination shall be returned to TxDOT.

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.

8. Governing Law; Jurisdiction; Waivers. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY OR THE PERFORMANCE OF ANY OF THE PARTIES HEREUNDER, CCRMA AND TXDOT HEREBY IRREVOCABLY (A) SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN TRAVIS COUNTY, TEXAS; (B) AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE OR FEDERAL COURT; (C) WAIVE THE DEFENSE OF ANY INCONVENIENT FORUM; (D) AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANOTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; AND (E) CONSENT TO SERVICE OF PROCESS BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO CCRMA OR TXDOT, AS APPLICABLE, AT ITS ADDRESS SET FORTH HEREIN AND AGREE THAT SUCH SERVICE SHALL BE EFFECTIVE WHEN SENT OR DELIVERED. CCRMA AND TXDOT EACH REPRESENTS AND WARRANTS THAT IT HAS CONSULTED WITH COUNSEL AND UNDERSTANDS THE RAMIFICATIONS OF THE FOREGOING, PROVIDED THAT NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE A WAIVER OF THE GOVERNMENTAL OR SOVEREIGN IMMUNITY THAT EACH PARTY MAY POSSESS.

9. Indemnification. TO THE EXTENT PERMITTED BY LAW, CCRMA HEREBY INDEMNIFIES AND HOLDS TXDOT, ITS OFFICERS, DIRECTORS, EMPLOYEES,

AGENTS, AND ADVISORS OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL OF THE INDEMNITEE'S CHOICE) WHICH SUCH INDEMNITEE MAY INCUR OR WHICH MAY BE CLAIMED AGAINST SUCH INDEMNITEE BY ANY PERSON OR ENTITY:

(i) BY REASON OF ANY INACCURACY OR ALLEGED INACCURACY IN ANY MATERIAL RESPECT, OR ANY UNTRUE STATEMENT OR ALLEGED UNTRUE STATEMENT OF ANY MATERIAL FACT, CONTAINED IN CONTINUING DISCLOSURE INFORMATION DOCUMENTATION FILED BY OR ON BEHALF OF CCRMA OR IN ANY FUTURE OFFERING DOCUMENT OR ANY AMENDMENT OR SUPPLEMENT THERETO, OR BY REASON OF THE OMISSION OR ALLEGED OMISSION TO STATE THEREIN A MATERIAL FACT NECESSARY TO MAKE SUCH STATEMENTS, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING, IN EACH CASE TO THE EXTENT SUCH STATEMENTS AND FACTS RELATE TO THE PROJECT OR PROVIDED THAT, TO THE EXTENT ANY STATEMENTS OR FACTS DO NOT RELATE TO CCRMA OR THE PROJECT, ARE OTHERWISE KNOWN, FOLLOWING REASONABLY DILIGENT INQUIRY, TO CCRMA AND HAVE BEEN PROVIDED OR APPROVED BY CCRMA FOR INCLUSION THEREIN, OR

(ii) BY REASON OF OR IN CONNECTION WITH THE EXECUTION, DELIVERY OR PERFORMANCE BY CCRMA OF ANY GRANT DOCUMENT OR ANY AGREEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED THEREBY; OR

(iii) BY REASON OF ANY BREACH BY CCRMA OF ANY TERM OR CONDITION IN, OR THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER, THIS AGREEMENT, INCLUDING ALL REASONABLE FEES AND EXPENSES RESULTING FROM THE SETTLEMENT OR DEFENSE OF ANY CLAIMS OR LIABILITIES ARISING AS A RESULT OF ANY SUCH BREACH OR DEFAULT; OR

(iv) BY REASON OF ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCE ON OR FROM THE PROJECT, OR ANY LIABILITY IN RESPECT OF CCRMA'S CONSTRUCTION ACTIVITIES FOR THE PROJECT OTHER THAN THE ENVIRONMENTAL REVIEW AND RECORD OF DECISION; OR

(v) BY REASON OF ANY ACTUAL CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO;

PROVIDED THAT THE INDEMNITIES IN THIS SECTION 9 SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO

HAVE RESULTED FROM THE NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

NOTHING IN THIS SECTION 9 IS INTENDED TO LIMIT CCRMA'S OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT. WITHOUT PREJUDICE TO THE SURVIVAL OF ANY OTHER OBLIGATION OF CCRMA HEREUNDER, THE INDEMNITIES AND OBLIGATIONS OF CCRMA CONTAINED IN THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. ALL SUMS DUE TO ANY INDEMNITEE HEREUNDER SHALL BE AN OBLIGATION OF CCRMA, DUE AND PAYABLE IMMEDIATELY WITHOUT DEMAND.

10. Immunity. If and to the extent CCRMA expressly waives or is deemed to have waived sovereign or governmental immunity from suit or from liability, whether by statute or a final non-appealable judgment of a court of competent jurisdiction, with respect to the enforcement of any of its outstanding debt obligations, TxDOT shall be entitled to the full benefits of any such waiver of immunity, as though such waiver were expressly set forth in this Agreement.

11. Miscellaneous.

a. 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.

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

c. This Agreement does not constitute TxDOT approval of the Project or TxDOT approval for CCRMA to construct the Project.

12. Liability for Losses; Non-Recourse Parties.

a. CCRMA agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of CCRMA and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of CCRMA or any agent, employee, official, or contractor of CCRMA. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

b. Subject to the provisions of the following sentence, in no event shall any officer, agent, consultant, employee or director of CCRMA or Cameron County (a "Non-Recourse Party" or collectively, the "Non-Recourse Parties") be personally liable or obligated for the liabilities and obligations of CCRMA under this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. Nothing herein contained shall limit or be construed to (i) release any Non-Recourse Party from liability for its fraudulent actions, bad faith or misappropriation of funds or willful misconduct, or (ii) require

TxDOT to indemnify the Non-Recourse Parties for liabilities or claims that may be independently asserted by third parties against them.

13. Termination. Termination of this Agreement is subject to the survival provisions set forth in Sections 9, 12, and 14 of this Agreement. In addition to the automatic termination of this Agreement pursuant to Section 7, this Agreement shall automatically terminate upon satisfaction of all obligations in this Agreement by CCRMA and disbursement of all Grant funds by TxDOT. In addition, this Agreement may be terminated as follows:

a. Upon the written agreement of both parties to this Agreement to such termination; provided, however, that any such termination is specifically subject to the requirements of Section 13 of this Agreement;

b. Should TxDOT be unable to disburse the Grant to CCRMA in accordance with the terms of this Agreement, as described in Section 3, CCRMA may terminate this Agreement by written notice to TxDOT, however, any such inability by TxDOT to disburse the Grant will not constitute a default by TxDOT under this Agreement.

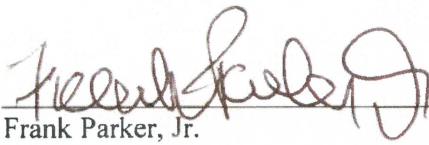
14. Survival. In addition to the survival provisions set forth in Sections 9 and 12 of this Agreement, which shall be given full force and effect in the event of termination of this Agreement, the obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party shall survive any termination of this Agreement.

15. Effective Date. This Agreement shall be effective as of the date on which the last party to execute this Agreement does so.

*****SIGNATURE PAGE FOLLOWS*****


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

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Frank Parker, Jr.
Chairman

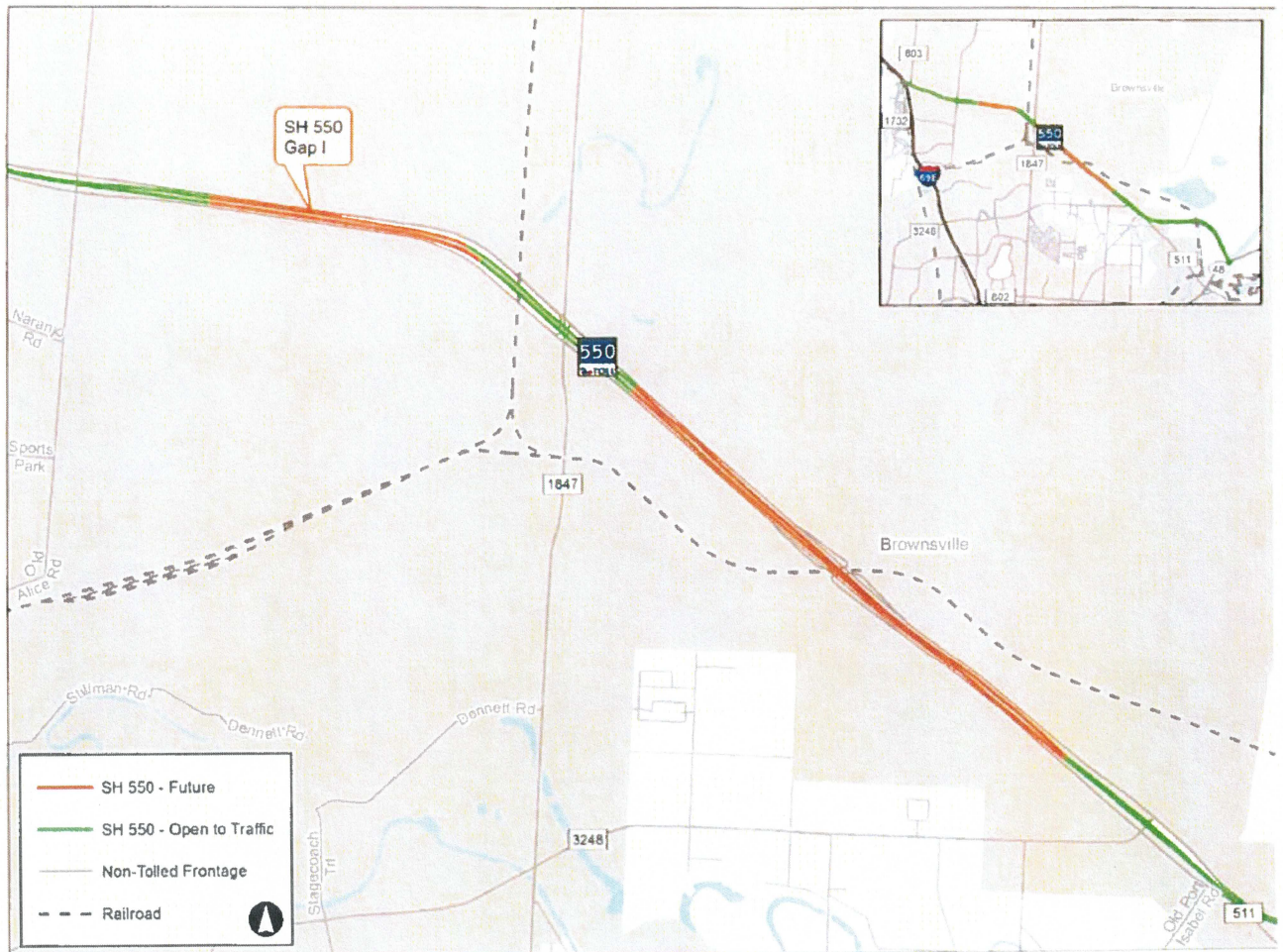
Date: July 13, 2017

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 
James M. Bass
Executive Director

Date: 3/5/18

ATTACHMENT A
PROJECT MAP



ATTACHMENT B
CCRMA RESOLUTION

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 13TH DAY OF JULY, 2017, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

**"CONSIDERATION AND APPROVAL OF A FINANCIAL ASSISTANCE AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE
TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE SH 550 GAP 1 PROJECT
AND APPROVAL OF RESOLUTION AUTHORIZING THE CHAIRMAN OF THE CCRMA TO
SIGN ALL DOCUMENTS ASSOCIATED WITH THE FINANCIAL ASSISTANCE"**

WHEREAS: the Cameron County Regional Mobility Authority is in the process of entering into a Financial Assistance Agreement with the Texas Department of Transportation for the construction of the SH 550 Gap 1 Project; and

WHEREAS: this Project is environmentally cleared, the right of way is in place and the design and engineering is complete; and

WHEREAS: this Project will provide safety enhancements in front of an elementary school; and

WHEREAS: this Project will improve and facilitate the flow of traffic.

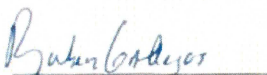
NOW THEREFORE BE IT FURTHER PROCLAIMED that the Cameron County Regional Mobility Authority Board of Directors approves the Financial Assistance Agreement and authorizes the Chairman to execute the Financial Assistance Agreement and any other documents needed.


Passed, Approved and Adopted on this 13th day of JULY, 2017.

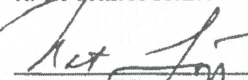
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY




FRANK PARKER, JR.
RMA CHAIRMAN


RUBEN GALLEGOS, JR.
RMA VICE CHAIRMAN


MICHAEL F. SCAIEF
RMA TREASURER


NAT LOPEZ
RMA DIRECTOR

absent
DAVID N. GARZA
RMA SECRETARY


MARK ESPARZA
RMA DIRECTOR


HORACIO BARRERA
RMA DIRECTOR

TEXAS TRANSPORTATION COMMISSION

CAMERON County

MINUTE ORDER

Page 1 of 2

PHARR District

The Texas Department of Transportation (department) and the Cameron County Regional Mobility Authority (CCRMA) have been proceeding with the development of the SH 550 Toll Project in Cameron County, a project under the jurisdictional limits of the CCRMA.

Part of the SH 550 Toll Project, called the GAP I project, is a controlled access toll facility on SH 550 from .53 mi East of Old Alice Road to 0.48 mi West of FM 1847 consisting of four main lanes, two in each direction (project). The project is located within the boundaries of the CCRMA, and CCRMA has exercised its option to develop, construct, and operate the project pursuant to Transportation Code §228.0111(f-1), pursuant to which the department and the CCRMA executed a market valuation waiver agreement dated September 9, 2009.

Transportation Code §370.301 authorizes the department to provide for or contribute to the payment of costs of the design, financing, construction, operation, or maintenance of a turnpike project by a regional mobility authority (RMA) on terms agreed to by the department and the RMA. Transportation Code §222.103 authorizes the department to participate, by spending money from any available source, in the acquisition, construction, maintenance, or operation of a toll facility of a public or private entity on terms and conditions established by the Texas Transportation Commission (commission).

Pursuant to Transportation Code §222.103, the commission adopted Title 43 Texas Administrative Code §§27.50-27.58 (financial assistance rules) to prescribe conditions for the commission's financing of a toll facility of a public or private entity.

In Minute Order 114648 dated July 28, 2016, and Minute Order 114686 dated August 25, 2016, the commission granted preliminary and final approval of a request from CCRMA to receive financial assistance in the form of a grant of up to \$6,000,000 to be used for the GAP I project.

In accordance with Section 27.53 of the financial assistance rules, the CCRMA has submitted a request to receive an additional grant of up to \$2,000,000, to pay for the construction of the project.

The requested grant funds represent part of the vehicle registration fee match in the amount of \$14,104,600 million of Category 12 funds allocated by the commission to the CCRMA in the Unified Transportation Program update approved in Minute Order 113948 dated May 29, 2014, as "Strategic Partnership Agreement with Cameron County RMA."

The information and data required by Section 27.53 of the financial assistance rules is either contained in the request for financing, is already in the department's possession, or may be waived.

On February 24, 2011, the commission adopted Minute Order 112605, directing that if financial assistance is provided to a public entity under Transportation Code §222.103 from a statewide funding source: (1) that assistance shall be repaid, or (2) the department shall require the entity to which the assistance is provided to agree to share project revenue with the department, in such amounts and for such period of time as is approved by the commission. These requirements do not apply to financial assistance provided from funds allocated to metropolitan planning organizations and department districts.

TEXAS TRANSPORTATION COMMISSION

CAMERON County

MINUTE ORDER

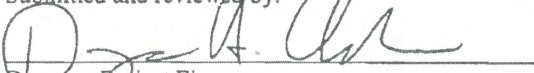
Page 2 of 2

PHARR District

In accordance with 43 TAC §27.54(a)(2), the commission finds that: (1) the project is consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization; (2) the project is not in a Clean Air Act non-attainment area; (3) the project will improve the efficiency of the state's transportation systems; and (4) the project will expand the availability of funding for transportation projects or reduce direct state costs.

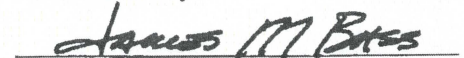
IT IS THEREFORE DETERMINED AND ORDERED that the requests submitted by the Cameron County Regional Mobility Authority for financial assistance in the form of a grant meet the applicable requirements of 43 TAC §§27.53 and 27.54(a) and, in accordance with those provisions, and including an exception to the requirements of Minute Order 112605, the commission grants preliminary approval of the request for financial assistance in an amount not to exceed \$2,000,000 as a grant, to be used for construction of the project.

Submitted and reviewed by:



Director, Project Finance,
Debt & Strategic Contracts Division

Recommended by:


Executive Director

114903 APR 27 17
Minute Date
Number Passed

**3-E CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO.
10 WITH S&B INFRASTRUCTURE FOR THE SPI 2ND ACCESS PROJECT.
(TABLED)**

**3-F CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 07 WITH HNTB FOR THE SPI 2ND ACCESS AND OUTER
PARKWAY PROJECTS**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 07
Mapping Services

This Work Authorization No. 07 is made pursuant to the terms and conditions of the Base Contract, effective November 1, 2014, 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. 7 is **\$5,092.05**. 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. 07 shall be made in accordance with the Agreement.


Part 4. This Work Authorization No. 07 is effective as of April 13, 2017, and shall terminate on April 30, 2017, unless extended by a Supplemental Work Authorization.

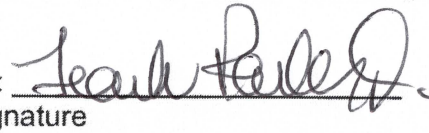
Part 5. This Work Authorization No. 07 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 07 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

Frank Parker, Jr.
Printed Name

Senior Vice President
Title

Chairman
Title

4/19/2017
Date

8/28/17
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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY
Mapping Services

County: Cameron, Hidalgo, Kenedy, Kleberg, Nueces, Willacy
Highway: Various

In addition to the services listed in the Agreement, the AUTHORITY will provide the following services:

1. The AUTHORITY will collect and provide hard copy and digital copy (if available) of previously completed studies, cost estimates, record drawings, public involvement, traffic data for roadway, property ownership digital mapping and public utility information.
2. The AUTHORITY shall give prompt written notice to CONSULTANT whenever the AUTHORITY becomes aware of any development that does or may affect the scope or timing of CONSULTANT'S services, or any defect in the CONSULTANT'S Scope of Services or its subconsultants.
3. The AUTHORITY shall advise CONSULTANT of the identity and scope of services of any independent consultants retained by the AUTHORITY to provide services regarding the Project.
4. The AUTHORITY shall provide timely approvals and responses, enabling the project to move forward smoothly and with minimal delay. When delays in issuing approvals and responses are anticipated by the AUTHORITY, the AUTHORITY shall communicate this to the CONSULTANT and allow project schedule to be adjusted accordingly.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT

Mapping Services

County: Cameron, Hidalgo, Kenedy, Kleberg, Nueces, Willacy
Project: Various

PROJECT UNDERSTANDING AND GOALS

The CONSULTANT under this Work Authorization No. 07 will provide mapping services associated with the implementation of projects within the CDA legislation bill and revisions to Texas Department of Transportation's (TxDOT) US 77 unified transportation program map.

The CONSULTANT will perform these Supplemental Work Authorization tasks according to Exhibit C, Work Schedule. The CONSULTANT will function as an extension of the Cameron County Regional Mobility Authority (AUTHORITY)'s resources by providing qualified technical and professional personnel, by performing the tasks described herein, and by meeting the requirements and responsibilities outlined under these terms of Exhibit B, Scope of Work. The CONSULTANT will minimize the AUTHORITY's need to apply its own resources to assignments authorized to the maximum extent possible.

Services to be provided by the CONSULTANT will be performed under the direction of the AUTHORITY for each task described. All work is to be done in U.S. Customary Units.

Notwithstanding anything to the contrary, the CONSULTANT shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by AUTHORITY or any other project participant, nor ensuring that such information or content does not violate or infringe any law or other third party rights. The AUTHORITY shall indemnify the CONSULTANT for any infringement claims resulting from the CONSULTANT's use of such content, materials, or documents.

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made based on experience and qualifications as a professional engineer (PE). The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

SCOPE DETAILS:

The following Scope of Work describes the task details that are included in the Services to be provided by the CONSULTANT in this Work Authorization No. 07.

TASK 145 – PROJECT ADMINISTRATION AND COORDINATION

TASK 145.01 – PROJECT ADMINISTRATION AND COORDINATION

Subtask 145.01.01 – General Administration

The CONSULTANT will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of required meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Coordinate, execute and administer work authorization with the AUTHORITY.
- B) Progress Report and Invoice – Prepare one (1) monthly invoice and one (1) progress report for the services, together with evidence of services accomplished during the time period since the previous report. The monthly progress report will be submitted and include: activities completed, initiated or ongoing, during the reporting period; activities planned for the coming period; problems encountered and actions to remedy them; overall status, including a tabulation of percentage complete by task; minutes of study meetings and copies of monthly correspondence.
- C) Record Keeping and File Management – Maintain records and files related to the project throughout the duration of the services, including uploading of project files to the ProjectWise website. Maintain and update via ProjectWise the deliverables tracking log and denote specific submittals in the weekly e-mail summary.
- D) Correspondence – Prepare written materials, letters, and survey forms used to solicit information or collect data for the project and submit them to the AUTHORITY for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the AUTHORITY on a continuing basis, but not less than once a month.

Subtask 145.01.02 – Project Mapping

The CONSULTANT will coordinate with the AUTHORITY to develop two (2) GIS maps based on information of record: 1) CDA Legislation Map with identified projects in the CDA legislation bill; and 2) US 77 Unified Transportation Program Map with identified projects in the 2017 Unified Transportation Program.

Deliverables:

- Provide one (1) draft map for internal review (11"x17") – CDA Legislation Map with identified projects in CDA legislation bill
- Provide one (1) map for internal review (11"x17") – US 77 Unified Transportation Program Map with identified projects in the 2017 Unified Transportation Program
- Provide one (1) final map for submittal (11"x17" and 22"x34") – CDA Legislation Map with identified projects in CDA legislation bill
- Provide one (1) final map for submittal (11"x17" and 22"x34") – US 77 Unified Transportation Program Map with identified projects in the 2017 Unified Transportation Program

EXHIBIT C
WORK SCHEDULE
Mapping Services

This Work Authorization No. 07 is effective as of April 13, 2017, and shall terminate on April 30, 2017, unless extended by a Supplemental Work Authorization.

Summary All Firms

Mapping Services
Work Authorization No. 07
Exhibit D - Fee Schedule
Basis of Lump Sum Fee

		HNTB		Total
TASK 145	PROJECT ADMINISTRATION AND COORDINATION			
	TASK 145.01 - PROJECT ADMINISTRATION AND COORDINATION	\$ 4,881.05		\$ 4,881.05
	SUBTOTAL FOR ROUTE AND DESIGN STUDIES	\$ 4,881.05	\$ -	\$ 4,881.05
	Total Labor	\$ 4,881.05		\$ 4,881.05
	Total Expenses	\$ 211.00		\$ 211.00
	Total Labor and Expenses	\$ 5,092.05		\$ 5,092.05

Summary All Firms
 SPI 2nd Access - Phase 3B
 Supplemental Work Authorization No. 07
 to Work Authorization No. 02
 Exhibit D - Fee Schedule
 Basis of Lump Sum Fee

	Contracted Rates	Senior Technical Advisor	Project Principal	Project Director	Technician	Senior Project Admin	Project Admin	Clerical/ Admin.	TOTALS
TASK 145	PROJECT ADMINISTRATION AND COORDINATION								
	TASK 145.01 - PROJECT ADMINISTRATION AND COORDINATION								
	Subtask 145.01.01 - General Administration					3			3
	Subtask 145.01.02 - Project Mapping				30				30
	TASK 145.01 SUBTOTAL (HNTB)				30	3			33
	TOTAL HOURS (HNTB)				30	3			33
	Labor Rates	\$ 405.37	\$ 341.51	\$ 291.53	\$ 147.15	\$ 155.48	\$ 116.61	\$ 74.96	
	Total Labor Cost	\$ -	\$ -	\$ -	\$ 4,414.60	\$ 466.45	\$ -	\$ -	\$ 4,881.05
	Total HNTB Expenses (see summary)								\$ 211.00
	Total HNTB Labor Plus Expenses								\$ 5,092.05

Summary All Firms
 SPI 2nd Access - Phase 3B
 Supplemental Work Authorization No. 07
 to Work Authorization No. 02
 Exhibit D - Fee Schedule
 Basis of Lump Sum Fee

EXPENSES					
	Unit	Amount	Contract Rate	Cost	
Admin Travel					
Airfare (Lowest available coach fare)	ROUNDTRIP	0	\$350.00		\$0.00
Automobile Mileage	MILE	0	\$0.535		\$0.00
Lodging "+ tax"	DAY	0	\$85.00		\$0.00
Rental Vehicle "+ tax"	DAY	0	\$50.00		\$0.00
Airport Parking	DAY	0	\$13.00		\$0.00
Per Diem	DAY	0	\$36.00		\$0.00
Subtotal					\$0.00
Printing/Reproductions					
B&W Copies 8.5" x 11"	EA	0	\$0.07		\$0.00
Color Copies 8.5" x 11"	EA	0	\$0.78		\$0.00
B&W Copies 11" x 17"	EA	0	\$0.14		\$0.00
Color Copies 11" x 17"	EA	20	\$1.55		\$31.00
Roll Plots	SQ FT	24	\$7.50		\$180.00
Binders	EA	0	\$8.00		\$0.00
Color Plots	SQ FT	0	\$1.64		\$0.00
CD Copying	EA	0	\$4.50		\$0.00
Reproduce Plan Sets	EA	0	\$0.00		\$0.00
Subtotal					\$211.00
Delivery					
Overnight Mail - Oversized Box	EA	0	\$100.00		\$0.00
Courier, Overnight, Deliveries	EA	0	\$20.00		\$0.00
Subtotal					\$0.00
Total Expenses					\$211.00

**3-G CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
FORTRADE INC.**

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

LEASE AGREEMENT

AG Rancho Viejo Pet Club, LLC, a Texas limited liability company

THIS LEASE is executed to be effective as of August 1st, 2017, by and between
~~FORTRAIL, INC.~~, a Texas corporation, hereinafter referred to as "Lessor", and Cameron County
Regional Mobility Authority hereinafter referred to as "Lessee".

WITNESSETH:

Lessor does hereby lease unto Lessee those certain premises known at 3470 Carmen Avenue,
Units B3, B4, B5 and B6, Rancho Viejo, Texas 78575, and being more particularly described as
Units B3, B4, B5 and B6, RANCHIO VILJO PLAZA CONDOMINIUMS, Town of Rancho Viejo,
Cameron County, Texas (hereinafter the "Premises").

ARTICLE I

Term

1.01. Term. This lease is for an initial term of Three Years beginning on the Effective Date
and terminating on August 1, 2020, unless otherwise renewed, modified, amended, or terminated as
provided herein.

1.02. Renewal. Provided that Lessee is not in default at the time of exercising its option to
renew the Lease, Lessor grants Lessee two options to renew this Lease each for a term of six (6)
months. Such option to renew shall be exercised in Lessee's sole and absolute discretion.

1.03. Termination. At any time during the term of this Lease, whether initial or renewal,
Lessee has the right to terminate this Lease upon providing Lessor with one hundred and eighty (180)
days' advance written notice.

ARTICLE 2

Rent and Security Deposit

2.01. Base Rent. Lessee will pay to Lessor in the manner as hereinafter indicated, as rent for
the leased premises, a monthly installment in the amount of Three Thousand Two Hundred and Ten
Dollars, (\$3,210.00) in advance, without notice, on the 1st day of each month. 2.02. Late Charges.
Any amount of rent or other charges due from Lessee hereunder which is overdue for a period of
more than fifteen (15) days, shall bear a one time late charge of ten percent (10.0%) of the amount
due, and Lessee acknowledges and agrees that such service charge is not interest and represents the
additional costs reasonably anticipated to be incurred by Lessor as a result of delay in the payment of
an installment of rent due hereunder by Lessee. Notwithstanding the above, in the event such late
charge should ever be construed or treated as additional interest hereunder rather than as a payment
to compensate Lessor for the additional expenses Lessor will incur as the result of such late payment,
then, in that event, it is agreed that the amount of such late charge, together with any other interest
due hereunder, shall never exceed the maximum legal rate permitted by applicable law.

Lessor's Initials
LESSEE

AG

Lessee's Initials
LESSOR

AG

2.03. Security Deposit. Lessee has deposited with Lessor the sum of Three Thousand Two Hundred and Ten Dollars (\$3,210.00) as a security deposit. In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Lessee, then the Lessor at its option may appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate the Lessor for loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the security deposit, or any portion thereof be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore the security deposit to the original sum deposited, and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a default under this lease. Should Lessee comply with all of the terms, covenants and conditions of this lease and promptly pay all of the Rents and other obligations due herein provided for as they fall due, and all other sums payable by Lessee to Lessor hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this lease, or upon the earlier termination of this lease.

2.04. Transfer of Security Deposit. Lessor may deliver the security deposit hereunder by Lessee to a purchaser of Lessor's interest in the leased premises, in the event that such interest be sold and thereupon Lessor shall be discharged from any further liability with respect to such security deposit.

ARTICLE 3

Use of Premises

3.01. Use of the Premises. Lessee will use the leased premises solely for the purpose of local government offices, unless Lessor shall give Lessee prior written consent for a different use.

ARTICLE 4

Maintenance

4.01 Condition of premises. Lessee acknowledges that its acceptance of possession of the leased premises constitutes a conclusive admission that it has inspected the leased premises and has found them in good condition and repair and suitable for Lessee's uses and needs.

4.02 Services. Lessor agrees to repair, replace, and maintain the (i) roof, (ii) foundation, (iii) structural soundness of the exterior walls, doors, corridors, and windows, (iv) parking lot, and, (v) other structures or equipment serving the leased premises. In addition, Lessor agrees to provide the following services for Lessee: (a) air-conditioning and heating to the leased premises reasonable for Lessee's use of the premises for local government offices during Lessee's business hours and at such other times at such additional cost as Lessor and Lessee may agree on, (b) hot and cold water for lavatory and drinking purposes, (c) janitorial service and periodic window washing, and, (d) electricity for normal office machines and the premises' standard lighting reasonable for the Lessee's use.

4.03 Maintenance. Lessee shall throughout the lease term maintain and clean both the interior and the exterior of the leased premises, and keep them free from waste or nuisance, and shall deliver up the demised premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect to reasonably maintain either the exterior or the interior of the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Lessee to Lessor as additional rental on the next rental installment date, and Lessee, at its sole expense, shall be responsible for the following:

- (a) Lessee shall pay all utility expenses associated with the leased premises;
- (b) Lessee, at its sole expense, shall provide janitorial services inside the leased premises, including the cleaning of windows, replacement of globes or fluorescent tubes in fixtures installed by Lessor, and Lessee shall keep clean the bathroom facilities that are associated with its leased premises;
- (c) Lessee shall at all times keep the exterior of the leased premises, particularly the parking area and doorways, clean and free of any debris or obstructions or any kind; and
- (d) Lessee shall place at least the minimum number of fire extinguishers on the demised premises as required by applicable local, state and federal ordinances and laws.
- (e) Lessor shall maintain at all times in operation the Air Condition Units at lessor expense.

4.04. Compliance with Laws and Hazardous Materials. (a) Lessee may not use, or permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws. Lessee, at its sole cost, must comply with all Hazardous Materials Laws in connection with Lessee's use of the premises. Lessee represents and warrants to Lessor that Lessee will not store any Hazardous Materials on the premises.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 960 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 690 et seq., (4) petroleum, (5) hydrocarbon, (6) asbestos, and (7) polychlorinated biphenyls.

(c) "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in the preceding Paragraph 4.04(b).

Lessor's Initials



Lessee's Initials

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ARTICLE 5

Obligations of Lessor and Lessee

5.01 Taxes. Lessor shall be liable for all *ad valorem* taxes attributable to Lessee's use of the demised premises; and Lessee shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Lessee in the premises. If any such taxes for which Lessee is liable are levied or assessed against Lessor or Lessor's property and if Lessor elects to pay the same or if the assessed value of Lessor's property is increased by inclusion of personal property, furniture or fixtures placed by Lessee in the demised premises, and Lessor elects to pay the taxes based on such increase, Lessee shall pay to Lessor upon demand that part of such taxes for which Lessee is primarily liable hereunder.

5.02 Alterations, additions and improvements. Lessee shall not make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be unreasonably withheld by Lessor. Lessee shall have the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances and regulations. Lessee shall have the right to remove at the termination of this lease such items so installed, provided Lessee is not in default; however, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal. Lessee agrees not to remove any floor coverings and wall coverings that may be placed in the leased premises without the prior permission of Lessor.

5.03 Damage or destruction. (a) If the building or the leased premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of the occurrence of the damage, this lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as of the date of said occurrence.

(b) If the building or the leased premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of the occurrence of the damage, this lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final two (2) months of the lease term, at its sole cost and risk, proceed forthwith to rebuild or repair the leased premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final month of the lease term, Lessor shall not be required to rebuild or repair such damage. If the leased premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within ninety (90) days from the date of the occurrence of the damage, Lessee may at its option terminate this lease by written notification at such time to Lessor before Lessor completes Lessor's restoration obligations, whereupon all rights and obligations hereunder shall cease.

Lessor's Initials



Lessee's Initials



Page 4 of 11

5.04 Condemnation. If during the term of this lease or any extension or renewal thereof, all or a portion of the leased premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, at the option of the Lessor this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority. Lessor shall receive the entire award from any such taking, and Lessee shall have no claim thereto, or for the value of any unexpired term of this lease. Notwithstanding, Lessee shall have the option to continue to lease, in the event of condemnation, less than fifty percent (50%) of the leased premises, in which event the lease shall continue with a pro rata reduction in rent for the amount of square footage lost.

5.05 Rules and regulations. Lessee and Lessee's agents, employees and invitees will comply fully with any rules and regulations of the leased premises as they may be hereinafter established and that may be deemed advisable for the safety, care and cleanliness of the building facilities.

5.06 Inspection. Subject to first obtaining the prior written approval from Lessee, Lessor or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the leased premises at all reasonable hours to (a) inspect same or clean or make repairs as Lessor may deem necessary (but without any obligation to do so, except as expressly provided for herein), or (b) show the premises to prospective Lessees, purchasers, or lenders; and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction. Prior approval must be requested with a minimum of seven (7) days of advance and must be obtained prior to each time that Lessor enters into and upon any and all parts of the leased premises. Lessor may not perform any of the above within the premises without being accompanied by a representative of the Lessee, due to the sensitive nature of Government Records

5.07 Mechanic's lien. Lessee will not permit any mechanic's lien or liens to be placed upon the premises or the building or improvements thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for twenty (20) days after written notice thereof from Lessor to Lessee, the Lessor shall have the right and privilege, at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of a bill therefor, together with interest at ten percent (10.0%) per annum until repaid.

Lessor's Initials



Lessee's Initials



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ARTICLE 6

Assignment and Sublease

6.01 Assignment and subletting by Lessee. Lessee shall not have the right to assign or sublet the leased premises without the specific written consent of Lessor having first been obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall have the right to assign or sublet the leased premises to an affiliate of Lessee without first obtaining the specific written consent of Lessor, and Lessee shall also have the right to assign or sublet the leased premises to a non-affiliate of Lessee without first obtaining the specific written consent of Lessor provided that the term of such assignment or sublease is for less than one (1) year.

6.02 Assignment by Lessor. Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

ARTICLE 7

Default

7.01. Events of Default. The following events are considered events of default by Lessee under this lease:

- (a) Lessee fails to pay any installment of rent due under this lease, whether base rent or additional rent, or any other amounts owing by Lessee to Lessor, and the failure continues for ten (10) days.
- (b) Lessee fails to comply with any term or covenant of this lease, other than the payment of rent or any other sum of money owing by Lessee to Lessor, and does not cure the failure within twenty (20) days after written notice of the failure to Lessee.
- (c) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (d) Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee.
- (e) A receiver or Trustee shall be appointed for all leased premises or for all or substantially all of the assets of Lessee.
- (f) Lessee shall do or permit to be done anything that creates a lien upon the leased premises.
- (g) Lessee deserts or vacates any substantial portion of the premises for five (5) or more consecutive working days.

7.02. Lessor's Remedies. In the event of any default specified in § 7.01, and after providing Lessee with at least thirty (30) days to cure such default, Lessor may, if such default remains uncured, pursue one or more of the following remedies:

Lessor's Initials



Lessee's Initials

AG

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(a) Lessor may terminate this lease, in which event Lessee must immediately surrender the premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Lessee and any other person occupying the premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Lessee will, on demand, pay Lessor the amount set forth in Section 8.03.

(b) Lessor may enter on and take possession of the premises and expel or remove Lessee and any other person occupying the premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; relet the premises on the terms Lessor considers advisable; and receive the rent for the reletting. Lessee will, on demand, pay Lessor the amount set forth in Section 8.03.

(c) Lessor may enter the premises, by any lawful means (and Lessor is expressly reserving and retaining the right to so reenter the premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Lessee is obligated to do under the terms of this lease to correct the default. Lessee will, on demand, reimburse Lessor for any expenses that Lessor incurs in effecting compliance with Lessee's obligations under this lease in this manner, and Lessee further releases Lessor from liability for any damages resulting to Lessee from such an action.

No reentry or taking possession of the premises by Lessor may be construed as an election on its part to terminate this lease, unless a written notice of the intention is given to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter terminate this lease for a previous default. The loss or damage that Lessor may suffer in terminating this lease, and the amount set forth in Section 8.03, includes the expense of repossession and reletting.

7.03. Lessor's Damages. The actual damages that would be sustained by Lessor as a result of Lessee's breach under this agreement are uncertain and would be difficult to ascertain. Therefore, Lessor and Lessee agree that in the event of such a breach, Lessee will pay Lessor a sum equal to the lesser of (1) eighty percent (80.0%) of the balance of the basic rent due under the terms of this agreement through the last option or renewal period, or (2) the amount equal to three (3) monthly installments of rent, as liquidated damages for the breach. This sum represents a reasonable approximation of the damages likely to result from such a breach after taking into account all expenses incurred by Lessor, as well as affording Lessee with all credits and offsets to which Lessee may be entitled. Lessor and Lessee both agree that the foregoing is a fair, reasonable and acceptable calculation of Lessor's damages in the event of Lessee's default under this agreement.

7.04. Lessor's Default. If Lessor defaults in performing any term or covenant that Lessor must perform by under this agreement, Lessee may, after not fewer than five (5) days' notice to Lessor, remedy the default by any necessary action and, in connection with this remedy, may pay expenses and employ counsel. Lessor must, on demand, pay Lessee all sums expended or obligations reasonably incurred by Lessee in connection with remedying Lessor's default.

lease, Lessor's Initials  Lessee's Initials  Page 7 of 11

7.05. Cumulative Remedies. Lessor's or Lessee's pursuing any remedy provided in this lease will not preclude pursuing any other remedy provided in this lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this Nor will Lessor's pursuing any remedies provided in this lease constitute a waiver or forfeiture of any rent due under this lease.

7.06. Waiver of Default. Either party's waiving any default or violation or breach of any term or covenant of this lease does not waive any other violation or breach of any term or covenant of the lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this lease or by law on a default waive the default. Lessor's accepting rent following default under this lease does not waive the default.

7.07. Surrender of the Premises. No act done by Lessor or its agents during the lease term may be considered an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises is valid unless in writing and subscribed by Lessor.

ARTICLE 8

Insurance

8.01. Liability Insurance. Lessee shall, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Lessee and Lessor against general liability for injury to or death of persons, or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than \$1,000,000 for any one person killed or injured, \$1,000,000 for any one accident, and \$500,000 property damage.

8.02. Personal Property Insurance. Lessee shall maintain in full force, at all times during the term of this lease, on all inventory, contents and fixtures belonging to Lessee contained within the demised premises, a policy or policies of fire and extended coverage insurance to the extent of at least one hundred percent (100.0%) of the insurable replacement value thereof. Such policies shall name Lessee as a beneficiary to the extent of Lessee's interest. Should Lessee not have such fire and extended coverage insurance and then suffers a loss, then Lessee does hereby waive any and all causes of action, damages, and other claims against Lessor for any and all losses which may be suffered by Lessee from fire, robbery or any other such loss. This waiver includes claims based upon negligence, premises liability, strict liability and Lessor's liability.

8.03. Property Insurance. Lessor shall maintain in full force, at all times during the term of this lease, on the building in which the leased premises are located, a policy or policies of casualty, fire and extended coverage insurance with companies approved by the Lessor, to the extent of at least one hundred percent (100.0%) of the insurable replacement value thereof.

lease, Lessor's Initials  Lessee's Initials  Page 8 of 11

8.04. Insurance Settlements. In the event the demised premises shall be damaged or destroyed by fire, or other casualties so insured against, Lessee shall claim no interest in any insurance settlement arising out of any such loss where Lessor is named as a beneficiary, and shall execute any and all documents required by Lessor or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

8.05. Failure to Maintain. Should Lessee fail to keep in effect and pay for such insurance as it is in this section required to maintain, Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable forthwith, and the failure of Lessee to pay same on demand shall constitute a breach of this lease.

ARTICLE 9

Miscellaneous

9.01 Holding over. If Lessee, or any of its successors in interest, holds over the premises after the termination date of this lease, Lessee shall pay a rental equal to the rent payable for the last month plus fifty percent (50.0%) of such amount for any portion of any period that Lessee extends its stay beyond the termination date of this lease.

9.02 Mortgages. Lessee accepts this lease subject to any deeds of trust, security interests, or mortgages which might hereafter constitute a lien upon the building or improvements therein or on the leased premises and to zoning ordinances and other building and fire ordinances and governmental regulation relating to the use of the property. Lessee shall at any time hereafter, on demand, execute any instruments, releases, or other documents that may be required by any mortgagee for the purpose of subjecting and subordinating this lease to the lien of any such deed of trust, security interest, or mortgage.

9.03 Notices and addresses. All notices required under this lease shall be deemed to be properly served if sent by registered mail, return receipt requested, or certified mail, return receipt requested, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the following addresses:

Lessor:

300 Tesoro Avenue

Rancho Viejo, TX 78575

Lessee:

3461 Carmen Ave

Rancho Viejo, TX 78575

Date of service of any such notice shall be the date such notice is received by the party or three (3) days after notification to the party that there is a return receipt requested letter for the party, whichever is earlier.

Lessor's Initials



Lessee's Initials

AG

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9.04 Gender. Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.05 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officer, agents, heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement. The parties hereto further warrant that the signatories to this agreement have the power and authority, and have been duly authorized, to bind the parties hereto.

9.06 Texas law to apply. This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties agree that jurisdiction and venue shall lie in the State Courts of Cameron County, Texas.

9.07 Legal construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.08 Prior agreement superseded. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

9.09 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.10 Joint and several liability. If there be more than one Lessee, the obligations hereunder imposed upon Lessee shall be joint and several.

9.11 Rights and remedies cumulative. The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise

9.12 Waiver of default. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

Lessor's Initial



Lessee's Initials

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9.13 Force majeure. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

9.14 Time of essence. Time is of the essence of this agreement.

9.15 Obstructions. Lessee shall not obstruct the exits, entrances and any other passageways in the demised premises with any displays, vending machines, or any other personal property. Lessor shall have final and ultimate approval of the placement of any such devices.

9.16. Estoppel Certificates. Lessee and Lessor each agree, at any time and from time to time, upon not less than fifteen (15) days' prior notice from the other, to execute, acknowledge and deliver to the other a written certification that (a) this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) if given by Lessee, that Lessee has accepted possession of the leased premises, (c) the dates to which the rent has been paid and (d) whether or not, to the knowledge of the person signing such certification, there exists any default on the part of the other party under this Lease, and, if so, specifying each such default. If Lessee fails to return a fully executed copy of such instrument to Lessor within the foregoing fifteen (15) day period, then Lessee shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in such instrument

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement to be effective as of the day and year first above written.

LESSOR:

~~FORTRADE, INC.,~~
~~A Texas corporation~~

AG
Rancho Vero Pet Club, LLC
a Texas liability company

By: _____

Name: Arturo Garcia
Title: President

Lessor's Initials

AG

Lessee's Initials

LESSEE:

Cameron County Regional
Mobility Authority
A Political Subdivision of the State of Texas

By: _____

Name: Frank Parker, Jr.
Title: Chairman

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**3-H CONSIDERATION AND APPROVAL OF SUB LEASE AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND FOREMOST PAVING, INC. FOR UNIT/SUITE 6.**

Sublease

Basic Information

Date: ~~August 1, 2017~~ July 24, 2017

Sublessor: Cameron County Regional Mobility Authority, a Texas political subdivision

Sublessor's Address: 3461 Carmen Avenue
Rancho Viejo, Texas 78575

Sublessee: Foremost Paving, Inc., a Texas corporation

Sublessee's Address: P.O. Box 29
Weslaco, Texas 78599-0029

Subleased Premises: 3470 Carmen Avenue
Unit B 6
Rancho Viejo Plaza Condominiums
Rancho Viejo, Texas 78575

Sublease Commencement Date: ~~August 1, 2017~~ July 24, 2017

Sublease Termination Date: January 31, 2018

Sublease Term: August 1, 2017, to January 31, 2018

Sublease Rent: Fixed monthly rent in the amount of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** to be paid each month throughout the balance of the Sublease term. In the event that the Landlord increases the amount of rent owed under the Base Lease, then Sublessee agrees to pay the increased amount attributable to the Subleased Premises. Such rent shall be paid to Sublessor at Sublessor's Address in accordance with section A.1.b.

Permitted Sublease Use: Sublessee shall use the Subleased Premises solely for the purpose of reasonable and customary office use in furtherance of Sublessee's performance of Contract No. 0684-01-067 between Sublessor and Sublessee for the SH 550 Project.

Base Lease: That certain lease agreement dated ~~August 1, 2017~~ July 24, 2017, between Sublessor and Landlord.

Date: ~~August 1, 2017~~ July 24, 2017
Landlord: FORTRADE, Inc., a Texas corporation
Tenant: Cameron County Regional Mobility Authority
Premises: 3470 Carmen Avenue
Units B3, B4, B5, and B6
Rancho Viejo Plaza Condominiums
Rancho Viejo, Texas 78575

A. Sublessee's Obligations

A.1. Sublessee agrees to—

A.1.a. Sublease the Subleased Premises for the Sublease Term beginning on the Sublease Commencement Date and ending on the Sublease Termination Date.

A.1.b. Pay the Sublease Rent to Sublessor in advance of the first day of each month.

A.1.c. Obey all laws relating to Sublessee's use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises.

A.1.d. Vacate the Subleased Premises and return all keys to the Subleased Premises on termination of this sublease.

A.1.e. INDEMNIFY, DEFEND, AND HOLD SUBLESSOR AND SUBLESSOR'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE SUBLEASED PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF SUBLESSEE'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE SUBLEASE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF SUBLESSOR OR SUBLESSOR'S AGENTS, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR OR SUBLESSOR'S AGENTS.

A.1.f. Maintain liability insurance for the Subleased Premises and the conduct of Sublessee's business, with Sublessor named as an additional insured, in the amounts stated in the Base Lease.

A.1.g. Maintain insurance on Sublessee's personal property.

A.1.h. Deliver certificates of insurance to Sublessor before the Sublease Commencement Date and thereafter when requested.

A.1.i. All real estate and personal property taxes and assessments which are assessed or imposed upon the leased premises shall be prorated through the Sublease Commencement Date with Sublessor paying its prorated share of the 2017 taxes and assessments and the assessments made during the last rental year hereunder. Taxes and assessments shall be payable by the Sublessee after the Sublease Commencement Date.

A.1.m. Sublessor expressly disclaims any warranty of suitability that may otherwise have arisen by operation of law. Sublessor does not warrant that there are no latent defects in the facilities that are vital to the Sublessee's use of the premises for their intended commercial purpose and that these essential facilities will remain in a suitable condition. Sublessee expressly

agrees to lease the property, foundations, structures and the environment around premises "as is," whether suitable or not, and expressly waives the implied warranty of suitability.

A.1.n. Assume all of Sublessor's obligations to perform all of the terms, covenants, and conditions under the Base Lease.

A.2. Sublessee agrees not to—

A.2.a. Use the Subleased Premises for any purpose other than the Permitted Sublease Use.

A.2.b. Create a nuisance.

A.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the building.

A.2.d. Permit any waste.

A.2.e. Use the Subleased Premises in any way that is extrahazardous, would increase insurance premiums, or would void insurance on the building.

A.2.f. Change Landlord's lock system.

A.2.g. Alter the Subleased Premises.

A.2.h. Allow a lien to be placed on the Subleased Premises.

A.2.i. Assign this sublease or sublease any portion of the Subleased Premises without Sublessor's written consent.

B. Sublessor's Obligations

Sublessor agrees to—

B.1. Sublease the Subleased Premises to Sublessee for the Sublease Term.

B.2. Comply with Tenant's obligations under the Base Lease.

B.3. Enforce Landlord's obligations under the Base Lease.

B.4. Make available to the Subleased Premises all services and rights provided under the Base Lease.

B.5. Obey all laws relating to Sublessor's operation of the Subleased Premises.

C. General Provisions

Sublessor and Sublessee agree to the following:

C.1. Defaults by Sublessee are (a) failing to pay timely Sublease Rent, (b) abandoning or vacating a substantial portion of the Subleased Premises, and (c) failing to comply within ten days after written notice with any provision of the Base Lease or sublease other than the defaults set forth in (a) or (b).

C.2. Sublessor's remedies for Sublessee's default are to (a) enter and take possession of the Subleased Premises, after which Sublessor may relet the Subleased Premises on behalf of Sublessee and receive the Sublease Rent directly by reason of the reletting, and Sublessee agrees to reimburse Sublessor for any expenditures made in order to relet, (b) enter the Subleased Premises and perform Sublessee's obligations, and (c) terminate this sublease by written notice and sue for damages.

C.3. Default by Sublessor is failing to comply with any provision of this sublease within thirty days after written notice or for such lesser period provided in the Base Lease.

C.4. Sublessee's remedy for Sublessor's default is to sue for damages and, if the default is the failure to enforce Landlord's obligations under the Base Lease to provide services reasonably necessary for Sublessee to occupy the Subleased Premises, terminate the Sublease.

C.5. This sublease is subordinate to the Base Lease, a copy of which Sublessee acknowledges as received.

C.6. Sublessor may retain, destroy, or dispose of any property left in the Subleased Premises at the end of the Sublease Term.

C.7. Sublessor has all the rights of Landlord under the Base Lease as to Sublessee.

C.8. If either party retains an attorney to enforce this sublease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

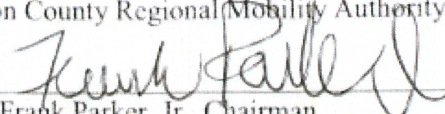
C.8. Sublessee acknowledges and agrees that, upon the expiration of this Sublease, negotiating a new lease with the Landlord, Brownsville Lotus Inn, Inc., a Texas corporation, shall be sole responsibility of Sublessee.

(Signature Page to Follow)

SUBLESSOR:

Cameron County Regional Mobility Authority

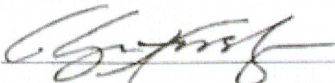
By:


Frank Parker, Jr., Chairman

SUBLESSEE:

Foremost Paving, Inc.

By:


Glynis Forshage / Project Manager
Printed Name/Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank Siddons Insurance Agency Fort Worth, Inc. Member: K & S Group 2900 Marquita Drive Fort Worth TX 76116-4016 INSURED Foremost Paving, Inc. P. O. Box 29 Weslaco TX 78599-0029	CONTACT NAME: Holly Gravenor PHONE: (817) 737-4943 FAX: (817) 737-4947 E-MAIL: Holly@fsifw.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of America NAIC # 25666 INSURER B: Great American Ins. Company NAIC # 16691 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER ALOB 18-17 REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	COVERAGE	LIMIT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CO54598801-18GL	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EX. OCCURRENCE) MED EXP (EX. OCCURRENCE) PERSONAL & AD. INJURY GENERAL AGGREGATE PRODUCTS-COMPLAINT OTHER	1,000,000 500,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA54588894-16AUTO	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (EX. OCCURRENCE) BODILY INJURY (EX. OCCURRENCE) BODILY INJURY (EX. OCCURRENCE) PROPERTY DAMAGE (EX. OCCURRENCE)	1,000,000 500,000 500,000 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		TUV-0535221-01	9/1/2016	9/1/2017	EACH OCCURRENCE AGGREGATE PER STATUTE	20,000,000 20,000,000 24
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-4A26775-WC	9/1/2016	9/1/2017	E.L. EACH ACCIDENT E.L. DISEASE - EMPLOYMENT E.L. DISEASE - ALL OTHER	1,000,000 1,000,000 1,000,000
A	Property & Contractor's Equipment		QT-660-53758244-18EQ	9/1/2016	9/1/2017	Leased/Rented Equip. (EX. THEFT) Deductible	500,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subleased Premises: 3470 Carmen Avenue Unit B6 Rancho Viejo Plaza Condominiums. The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status on a primary & non-contributory basis to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Fortrade, Inc., a Texas Corporation
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, TX 78575

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE FURNISHED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Siddons/HGRAVE

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3-J CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE THE DETERMINATION THAT A REGISTERED OWNER OF A VEHICLE SHALL BE CLASSIFIED AS A HABITUAL VIOLATOR AS DEFINED IN SECTION 1.8 OF THE CCRMA'S TOLLING POLICIES.

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

WHEREAS, the Cameron County Regional Mobility Authority ("CCRMA") was created pursuant to the request of Cameron County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CCRMA has been constituted in accordance with the Transportation Code and the RAM Rules; and

WHEREAS, in January 12, 2010, the CCRMA Board of Directors adopted Policies and Procedures for Tolling Collection and Roadway Operations on CCRMA Facilities (the "Tolling Policies"); and

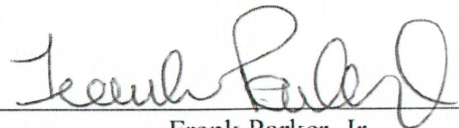
WHEREAS, Subchapter C, Chapter 372 of the Texas Transportation Code provides toll project entities with certain additional enforcement remedies against individuals who repeatedly refuse to pay toll charges ("habitual violators"); and

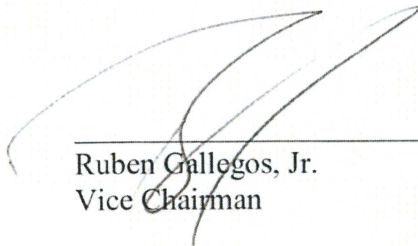
WHEREAS, on September 8, 2016, the CCRMA Board of Directors amended the Tolling Policies to provide for a process for pursuing available enforcement remedies against individuals determined to be habitual violators; and

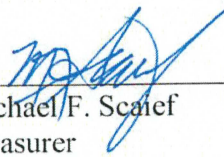
WHEREAS, the CCRMA Board of Directors desires to authorize the Executive Director to make the determination that a registered owner of a vehicle shall be classified as a habitual violator as defined in Section 1.8 of the Tolling Policies.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors authorizes the Executive Director to make the determination that a registered owner of a vehicle shall be classified as a habitual violator as defined in Section 1.8 of the Tolling Policies.

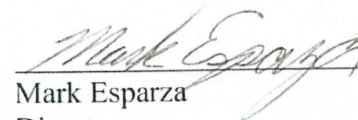
Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 13th day of July, 2017.

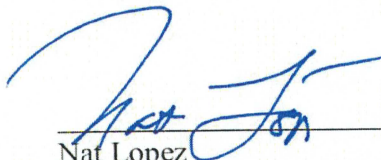

Frank Parker, Jr.
Chairman


Ruben Gallegos, Jr.
Vice Chairman


Michael F. Scaief
Treasurer

absent
David N. Garza
Secretary


Mark Esparza
Director


Nat Lopez
Director


Horacio Barrera
Director

**3-K DISCUSSION AND POSSIBLE ACTION REGARDING RFQ 2017-001
GENERAL LEGAL SERVICES**



MEMORANDUM

To: CCRMA Board of Directors

From: Pete Sepulveda, Jr. *PSJ*
Executive Director

Date: July 13, 2017

Subj: Agenda Item 3K

The evaluation committee composed of Directors Garza, Lopez and myself met to evaluate the three proposals that were received for legal services (RFQ 2017-001 General Legal Services).

Statement of Qualifications were received from Beatty Bangle Strama, Mendez Law Firm and the Rentfro Law Firm, P.L.L.C.. The evaluation committee reviewed and evaluated the statement of qualifications that were received based on the criteria outlined in the RFQ.

It is the evaluation committee's recommendation that the staff be authorized to negotiate a contract with the following firms: Beatty Bangle Strama, and the Rentfro Law Firm, P.L.L.C..

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