

THE STATE OF TEXAS           §  
COUNTY OF CAMERON       §

BE IT REMEMBERED on the 31<sup>st</sup> day of October 2016, there was conducted a Special 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

\_\_\_\_\_  
DIRECTOR

DAVID N. GARZA  
DIRECTOR

MICHAEL F. SCAIEF  
DIRECTOR

MARK ESPARZA  
DIRECTOR

NAT LOPEZ  
DIRECTOR

HORACIO BARRERA  
DIRECTOR

RUBEN GALLEGOS, JR.  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

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The Meeting was called to order by Chairman Frank Parker, Jr., at 12:00 Noon. 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 28<sup>th</sup> day of October 2016 at 9:08 A.M.



## **AGENDA**

### **Special 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**

**Monday, October 31, 2016**

**12:00 Noon**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Oct 28, 2016 at 09:08A  
Document Number: 00000520  
Sylvia Garza-Perez  
County Clerk  
By  
Diana Gomez, Deputy  
Cameron County

#### **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:  
  
October 13, 2016 – Regular Meeting
  - B. Consideration and Approval to transfer funds from the Bank of New York Rate Stabilization fund into the Bank of New York Debt Service Fund 2012 Bonds

#### **ITEMS FOR DISCUSSION AND ACTION:**

3. Action Items
  - A. Approval of Claims
  - B. Consideration and Approval of a resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds in an amount not to exceed \$5,000,000; Approval and Designation of a Pricing Committee to determine the Interest Rates, Maturity Dates, Form of Bond and Other Matters Pertaining to such Series of Bonds; Approving the Execution and Delivery of Transaction Documents; Ratifying the Designation of Bond Counsel and Approving Other Agreements Related Thereto; Making Other Findings and Provisions Relating to the Subject and Matters Incident Thereto
  - C. Consideration and Approval of a Resolution Authorizing the Commencement of Proceedings Relating to the Issuance of SH 550 Refunding Bonds and Other Matters Related Thereto

- D. Consideration and Approval of a Third Amendment to the SH 550 Funding and Development Agreement Between Cameron County, Texas and the Cameron County Regional Mobility Authority
- E. Consideration and Authorization for Staff to Prepare a Proposal for Interoperability Capability with the City of Pharr's International Bridge System as permitted under the current agreement between the City of Pharr and the Cameron County Regional Mobility Authority

**EXECUTIVE SESSION:**

**4. Executive Session**


- A. Confer with Legal Counsel regarding legal issues related to agreement with HNTB for General Engineering Consulting services and possible termination thereof pursuant to Texas Government Code, Section 551.071 (2)
- B. Confer with Legal Counsel regarding possible Legal Issues on the SH 550 Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)

**5. Action Relative to Executive Session**

- A. Possible Action
- B. Possible Action

**ADJOURNMENT:**

Signed this 28<sup>th</sup> day of October 2016

  
\_\_\_\_\_  
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.

**3-B Consideration and Approval of a resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds in an amount not to exceed \$5,000,000; Approval and Designation of a Pricing Committee to determine the Interest Rates, Maturity Dates, Form of Bond and Other Matters Pertaining to such Series of Bonds; Approving the Execution and Delivery of Transaction Documents; Ratifying the Designation of Bond Counsel and Approving Other Agreements Related Thereto; Making Other Findings and Provisions Relating to the Subject and Matters Incident Thereto**

Mr. Adrian Rincones, RMA Chief Financial Officer introduced the item and introduced Mr. Dave Gordon with Estrada Hinojosa, Cameron County Regional Mobility Authority's (CCRMA) Financial Advisors. Mr. Gordon went through the process that will be required to refund the bonds. Mr. Gordon advised the Board that the Resolution was prepared by the CCRMA's Bond Counsel. Mr. Gordon went through the schedule of the entire transaction and answered questions from the Board and Staff. Mr. Rincones recommended the refunding to the Board since it will result in savings to the CCRMA.

Director Scaief moved to approve a resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds in an amount not to exceed \$5,000,000; Approval and Designation of a Pricing Committee to determine the Interest Rates, Maturity Dates, Form of Bond and Other Matters Pertaining to such Series of Bonds; Approving the Execution and Delivery of Transaction Documents; Ratifying the Designation of Bond Counsel and Approving Other Agreements Related Thereto; Making Other Findings and Provisions Relating to the Subject and Matters Incident Thereto. The motion was seconded by Secretary Garza and carried unanimously.

**The Resolution and Agreements are as follows:**

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**3-C Consideration and Approval of a Resolution Authorizing the Commencement of Proceedings Relating to the Issuance of SH 550 Refunding Bonds and Other Matters Related Thereto**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item and the need for the Resolution. Mr. Dave Gordon with Estrada Hinojosa went over the attached presentation. Mr. Gordon answered questions from the Board and Staff.

Director Barrera moved to approve the Resolution authorizing the Commencement of Proceedings Relating to the Issuance of SH 550 Refunding Bonds and Other Matters Related Thereto. The motion was seconded by Secretary Garza and carried unanimously.

**The Resolution is as follows:**

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**3-D Consideration and Approval of a Third Amendment to the SH 550 Funding and Development Agreement between Cameron County, Texas and the Cameron County Regional Mobility Authority**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item and the need for the Third Amendment to the SH 550 Funding and Development Agreement. Mr. Dave Gordon with Estrada Hinojosa explained to the Board the need for a Third Amendment to the SH 550 Funding and Development Agreement. Mr. Gordon answered questions from the Board and Staff.

Director Barrera moved to approve the Third Amendment to the SH 550 Funding and Development Agreement Between with Cameron County, Texas and the Cameron County Regional Mobility Authority. The motion was seconded by Secretary Garza and carried unanimously.

**The Agreement is as follows:**

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**3-E Consideration and Authorization for Staff to Prepare a Proposal for Interoperability Capability with the City of Pharr's International Bridge System as permitted under the current agreement between the City of Pharr and the Cameron County Regional Mobility Authority**

Mr. Adrian Rincones, RMA Chief Financial Officer introduced the item to the Board and explained to them that the City of Pharr is in the market for an upgrade of a new tolling system for the Pharr/Reynosa International Bridge. (see attached memo)

Director Esparza moved to approve and authorize Staff to prepare a Proposal for Interoperability Capability with the City of Pharr's International Bridge System as permitted under the current agreement between the City of Pharr and the Cameron County Regional Mobility Authority. The motion was seconded by Director Barrera and carried unanimously.

**The Memo is as follows:**

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**EXECUTIVE SESSION ITEMS**

Director Barrera made a motion at 12:33 P.M. to go into Executive Session. The motion was seconded by Secretary Garza and carried unanimously.

**EXECUTIVE SESSION:**

**4-A Confer with Legal Counsel regarding legal issues related to agreement with HNTB for General Engineering Consulting services and possible termination thereof pursuant to Texas Government Code, Section 551.071 (2)**

**4-B Confer with Legal Counsel regarding possible Legal Issues on the SH 550 Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**

Director Scaief moved to come back into open session at 1:06 P.M. The motion was seconded by Director Esparza and carried unanimously.

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**ACTION RELATIVE TO EXECUTIVE SESSION:**

- 5-A Confer with Legal Counsel regarding legal issues related to agreement with HNTB for General Engineering Consulting services and possible termination thereof pursuant to Texas Government Code, Section 551.071 (2).**

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

- 5-B Confer with Legal Counsel regarding possible Legal Issues on the SH 550 Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Director Barrera and carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Secretary Garza and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:07 P.M.

APPROVED this 10<sup>th</sup> day of November 2016.

  
CHAIRMAN FRANK PARKER, JR.

ATTESTED:

  
SECRETARY DAVID N. GARZA

## **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:**

#### **October 13, 2016 – Regular Meeting**

Secretary Garza moved to approve the minutes of October 13, 2016 Regular Meeting. The motion was seconded by Director Esparza and carried unanimously.

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### **2-B Consideration and Approval to transfer funds from the Bank of New York Rate Stabilization fund into the Bank of New York Debt Service Fund 2012 Bonds**

Director Esparza moved to TABLE the item. The motion was seconded by Secretary Garza and carried unanimously.

## **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 introduced the claims into the record.

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

**The Claims are as follows:**

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**NOTE: Director Barrera arrived at 12:02 pm.**

**2-B    CONSIDERATION AND APPROVAL TO TRANSFER FUNDS FROM THE BANK  
OF NEW YORK RATE STABILIZATION FUND INTO THE BANK OF NEW  
YORK DEBT SERVICE FUND 2012 BONDS (TABLED)**



### **3-A APPROVAL OF CLAIMS**



## MEMORANDUM

**TO:** Chairman and Board Members

**FROM:** Adrian Rincones, Chief Financial Officer

**RE:** Claims

**DATE:** October 31, 2016

A handwritten signature in blue ink, appearing to be "AR", is located to the right of the "FROM" line.

Digitally signed by Adrian A.  
Rincones  
DN: cn=Adrian A. Rincones,  
o=CCRMA, ou,  
email=arincones@ccrma.org,  
c=US  
Date: 2016.10.27 16:15:56 -0500

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Attached are the claims paid on October 21, 2016, that are being presented for the Board's acknowledgement.

Also attached, claims being presented to the Board for consideration for October 31, 2016. Staff recommends approval of the claims.



### Claims Acknowledgement

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
<b>Claims Paid October 21, 2016</b>				
Aflac	Aflac	413086	145.78	Employee Supplemental Benefits
Cameron County	Cameron County	2016-1004100-01	13,000.00	Legal Services as provided by Cameron County Civil Dept. Dylbia Jefferies FY2016
Entravision	Entravision Communications	Oct 2016 - 001	1,000.00	Monthly Marketing for SH550
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 10 14 16	414.38	Toll Maintenance Equipment Rent Reimbursement
Lone Star Shredding	Lone Star Shredding Document	1929010	52.50	Shredding Services
Matus Contractor Co	Matus Contractor Company	42	5,500.00	Cutting grass, garbage collection and application of herbicide in SH550 to HWY77
PUB	Public Utilities Board	Oct 2016 - 588837	257.35	Energy Services for SH550 - Port Spur
Reliant	Reliant	121004817826-2	310.34	Utilities for Rancho Viejo Toll Operations Office
The Rentfro Law Fir	The Rentfro Law Firm, PLLC	020569	96.00	Legal Services for West Rail Sep 2016
The Rentfro Law Fir	The Rentfro Law Firm, PLLC	020570	1,478.40	Legal Services for West Rail Sep 2016
The Rentfro Law Fir	The Rentfro Law Firm, PLLC	020571	2,970.52	Legal Services for West Rail Sep 2016
The Rentfro Law Fir	The Rentfro Law Firm, PLLC	020572	34.06	Legal Services for West Rail Sep 2016
Verizon Wireless	Verizon Wireless	7427208189	63.42	WiFi Hotspot Services
VMUD	Valley Municipal Utility District	Sep 2016-6802	39.49	Water Utilities for Rancho Viejo Office
VMUD	Valley Municipal Utility District	Sep 2016-8005	35.55	Water Utilities for Rancho Viejo Office
VMUD	Valley Municipal Utility District	Sep 2016-8105	36.31	Water Utilities for Rancho Viejo Office



3 A

### Claims for Consideration and Approval

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
<b>October 31, 2016</b>				
Blanca C. Betancourt	Blanca C. Betancourt	BCB 10.31.16	16.24	Reimbursement for Office Supplies - Snacks
Emp Ericka Trevino	Ericka Trevino	ET 10.28.16	290.08	Mileage, Travel and Office Supplies Reimbursement
Estrada & Hinojosa	Estrada Hinojosa & Company Inc	2652	30,000.00	Financial Advisory Annual Retainer Fee for Contract Yr 2016
Gexa Energy	Gexa Energy, LP	22064717	177.02	Rental Office Utilities for Oct 2016
Lizbeth J. Ponce	Lizbeth J. Ponce	LJP 10.25.16	585.00	Reimbursement for Mailroom Carpet Deposit and Board Meeting Lunch
Lizbeth J. Ponce	Lizbeth J. Ponce	LJP 10.25.16-3	271.99	Reimbursement for travel and mileage
Ogilvy Public	Ogilvy Public Relations Worldwide	91374330	15,000.00	Government Relations Support at the Federal Level
Paul Hornsby & Co	Paul Hornsby & Company	16-11283	11,950.00	West Rail research and writing; delivery. Analysis and report writing.
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	Nov 2016	1,750.00	Monthly Rent for Administrative Offices in Rancho Viejo - November 2016
Republic Services	Republic Services	0863-001210132	78.83	Yardwaste service for Oct-Dec 2016
Staples Credit	Staples Credit Plan	Oct 2016	97.25	Office Supplies for Toll Operations Office
Superior Alarms	Superior Alarms	575681	75.00	Quarterly payment for alarm services for Admin Office
Texappraise	Texappraise, Inc.	16012	2,152.00	Consultant expenses for data collection, mapping and deed re
TML Emp Health	TML Intergovernmental Employee	2016-11	4,929.32	Health Benefits for Employees for Nov
TXU	TXU Energy	056001639662-1765	416.23	Utilities on SH550 - DC
TXU	TXU Energy	056001639662-3128	465.59	Utilities on SH550 - FM1847
ZIEGNER	ZIEGNER TECHNOLOGIES	103176	402.00	Hosting Services for MIP Fund Accounting for Dec 2016

- 3-B CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED \$5,000,000; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BOND AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND OTHER MATTERS INCIDENT THERETO. (2016 BOND DID NOT OCCUR \*AS PER CFO RATES WERE UNSTABLE CAUSING THE REFUNDING SAVINGS TO ERODE\* SEE 11.13.17 RMA AGENDA SPECIAL MEETING ITEM 2-C)**



## MEMORANDUM

**TO:** CCRMA Board of Directors

**FROM:** Adrian Rincones

*jr*  
Digitally signed by Adrian Rincones  
DN: cn=Adrian Rincones, o=CCRMA, ou=CCRMA, email=arincones@ccrma.org, serial=1  
Date: 2016.10.27 15:27:00 -0500

**DATE:** October 27, 2016

**SUBJ:** Item 3B Consideration and Approval of a resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds in an amount not to exceed \$5,000,000;

As was discussed at the board meeting of October 13, 2016 the current outstanding 2010 Bonds present an opportunity for refunding that would provide a net present value savings. Below is a summary of the recommended refunding.

### 2010 VRF Bonds Refunding

- Current outstanding principal amount of \$25,490,000, of which \$4,480,000 is proposed to be refunded
- Current coupon rate of existing bonds 5%, target average of refunded rate approximately 1.95%
- Net present value of savings \$285,900 (net of issuance fees)
- Refunding would not extend life of debt or principal repayment, simply refinance to take advantage of lower existing coupon rates

Average annual cash flow savings of 30K annually from 2017-2026 provided by refunding can be used to invest in CCRMA projects.

Staff recommends approval

**3-C CONSIDERATION AND APPROVAL OF A RESOLUTION  
AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS  
RELATING TO THE ISSUANCE OF SH 550 REFUNDING BONDS AND  
OTHER MATTERS RELATED THERETO**



## MEMORANDUM

**TO:** CCRMA Board Members

**FROM:** Adrian Rincones, CCRMA

**DATE:** October 27, 2016

**SUBJ:** Memo Item 3C & 3D

 Digitally signed by Adrian Rincones  
DN: cn=Adrian Rincones, o=CCRMA, ou=CCRMA, email=arincones@ccrma.org, c=US  
Date: 2016.10.27 13:10:16 -0500

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### 2012, 2014, and 2015 Toll Revenue Bonds Refunding & Restructuring

- Total Current outstanding principal amount of Toll Revenue Bonds is \$49.5 million, original issue was \$40 million (2012) an additional \$9.5 million (2014 & 2015) was issued to close out project
- The primary revenues pledged for repayment of the bonds are a Pass Through Grant from TxDOT for 30.5 million and net toll revenues.

The CCRMA is seeking to refund and restructure part of its Toll Revenue Bonds in order to create cash flow savings over the next 5 years. The purpose of the restructuring stems from the ramp up period taking longer than anticipated and toll revenues not reaching original forecasted amounts. Below is some background of the project financing and actions CCRMA is taking to increase toll revenues and improve operations.

#### Background

In July of 2012, the Direct Connector project was awarded to the lowest qualified bidder for approximately \$36 million and subsequently the CCRMA, through Cameron County, issued \$40 million in Revenue and Tax Bonds which would cover the cost of Construction and Capitalized Interest Reserves. The original bidder was disqualified after the award and issuance of the 2012 bonds, CCRMA was then required to award to the next lowest qualified bid, which was a total of \$44 million, in November 2012. The new award created a six month delay and an \$8 million dollar gap in funding. Delays were further multiplied during construction due to weather and construction resulting in a total of 244 days over the original contracted days. The Direct Connector project consisted of two mainline and ramp toll gantry's acquired for approximately \$3.4 million for equipment and implementation. A total of \$2.4 million for overall construction management not included



in the above awarded price brings the total construction cost of the Direct Connector to \$49.8 million.

### Operations

- The terms of the Pass Through Grant with TxDOT call for minimum annual payments to be paid to CCRMA over the next 20 years. A year and half ago CCRMA began working with TxDOT on possibly amending the terms to provide an expedited payout of the grant. The expedited payout would allow CCRMA to pay down debt sooner, reduce the annual debt service, and would create substantial debt interest savings. The request has been worked at all levels of TxDOT and has been reviewed by both CCRMA and TxDOT attorneys and up to this moment has not been rejected, so the CCRMA continues to work this request and would be able to capitalize on the savings if achieved.
- In September 2014 CCRMA began a major transition of its back office tolling operations from an outsourced function through CTRMA to an in house operation to be managed and controlled locally. The transition is projected to provide a savings of close to 45% of current toll operating expenses for violations processing for an estimated total of \$1.8 million over the next 5 years. The CCRMA will be the first RMA to create its own tolling back office and will be the only one in South Texas. This new capability will allow the CCRMA to further connect this system and extend services to other tolling systems such as international bridges, park systems, Port of Brownsville, and HCRMA toll roads. The system is expected to go live on January 2017.
- There are two remaining GAP projects in order to complete the full construction of the SH550. GAP I is expected to begin construction January 2017 and GAP II in late 2017. These two projects once complete will provide additional benefit and functionality to the use of the SH550 and we believe will have a positive impact on Toll Revenues.
- Toll rates have remained the same since the opening of the first phase of the toll road. CCRMA does have the ability to raise toll rates with CPI levels and plans to begin that process once the remaining GAP segments are complete and opened for use.

The above actions we believe will all have a positive impact on toll revenue and operations but will need time to ramp up and be implemented, therefore the desire to refund and restructure the existing bonds for the next 5 years appears a reasonable time to see the benefits of the above changes.

### County Administrative Fee

The CCRMA and the County created a funding and development agreement as part of the financing of the toll revenue bonds which included a County Administrative Fee (CAF) to be paid to the County on an annual basis as a cost of issuance. The CCRMA has fully complied with the payment of this fee since inception but is requesting as part of this restructuring that the CAF be paid only if there is sufficient revenue to cover toll operations, debt payments, and debt reserves. This will allow the CCRMA to focus any net toll revenues on the strengthening of the debt payment and reserves and protecting the credit integrity of the County.

### Summary

The CCRMA is confident this refunding and restructuring will provide the necessary support to continue to fulfill its obligations to pay the SH550 Toll Revenue Bonds properly and allow the toll revenues to reach desired levels. Attached you will also find a condensed summary of the financial benefits provided by the refunding and restructuring.



# 5 year Forecast

# CCRMA Forecasted Toll Revenues and Expenses

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Totals</u>
Toll Revenue*	\$ 475,200	\$ 513,216	\$ 554,273	\$ 598,615	\$ 646,504	\$ 2,787,809
Toll Violation*						
Revenue	665,280	718,502	775,983	838,061	905,106	3,902,932
Toll Interop						
Revenue	550,000	577,500	606,375	636,694	520,541	2,891,109
Bridge Interop						
Revenue	-	75,000	185,000	203,500	223,850	687,350
	1,690,480	1,884,218	2,121,631	2,276,870	2,296,001	10,269,200
Total Toll						
Operating						
Expenses	(1,047,584)	(1,367,866)	(1,283,934)	(1,300,484)	(1,317,531)	(6,317,400)
Net Projected						
Profit Toll						
Operations	\$ 642,896	\$ 516,352	\$ 837,696	\$ 976,386	\$ 978,470	\$ 3,951,800

## CCRMA Toll Related Debt Payments after Restructuring

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Totals</u>
2012 Bonds	\$ 1,873,460	\$ 1,799,625	\$ 1,701,625	\$ 1,520,375	\$ 1,475,812	\$ 8,370,897
2014 CO Bonds	198,300	247,800	345,800	428,300	430,925	1,651,125
2015 CO Bonds	152,813	152,813	152,813	251,563	293,500	1,003,500
Totals	\$ 2,224,573	\$ 2,200,238	\$ 2,200,238	\$ 2,200,238	\$ 2,200,237	\$ 11,025,522

## Pass Through Funds

\$ 1,385,000	\$ 1,385,000	\$ 1,385,000	\$ 1,385,000	\$ 1,385,000	\$ 6,925,000
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## Net Projected Profit from Toll Operations

\$ 642,896	\$ 516,352	\$ 837,696	\$ 976,386	\$ 978,470	\$ 3,951,800
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## CAF Fee Savings

\$ 400,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,400,000
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## Building of Debt Reserves

\$ 203,324	\$ 201,115	\$ 522,459	\$ 661,148	\$ 663,233	\$ 2,251,278
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\* Revenues have been forecasted conservatively using current trends in cash collections. They do not reflect full potential of back office system or future toll rate increases.

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS  
RELATING TO THE ISSUANCE OF REFUNDING BONDS; AND OTHER  
MATTERS RELATED THERETO**

WHEREAS, pursuant to a certain SH 550 Funding and Development Agreement, as amended (the "550 Agreement"), between Cameron County, Texas (the "County") and the Cameron County Regional Mobility Authority (the "Authority"), the County has issued certain debt to fund the SH 550 Direct Connector Project payable in part from certain Authority vehicle registration revenues (the "Bonds"); and

WHEREAS, the Authority's financial advisor has previously provided a County plan of finance to issue refunding bonds to refinance and restructure certain of the Bonds for a debt service savings; and

WHEREAS, the debt service savings and restructuring will have a beneficial impact on the Authority's and County's operations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, THAT:

1. The Board hereby authorizes its financial advisor, legal counsel, and staff members to do all things necessary to move forward with and accomplish the preparation, sale, and issuance of the Refunding Bonds at the earliest feasible time by mutual agreement by the County.

PASSED AND APPROVED BY THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, this 31st day of October, 2016.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

October 31, 2016



# Cameron County Regional Mobility Authority

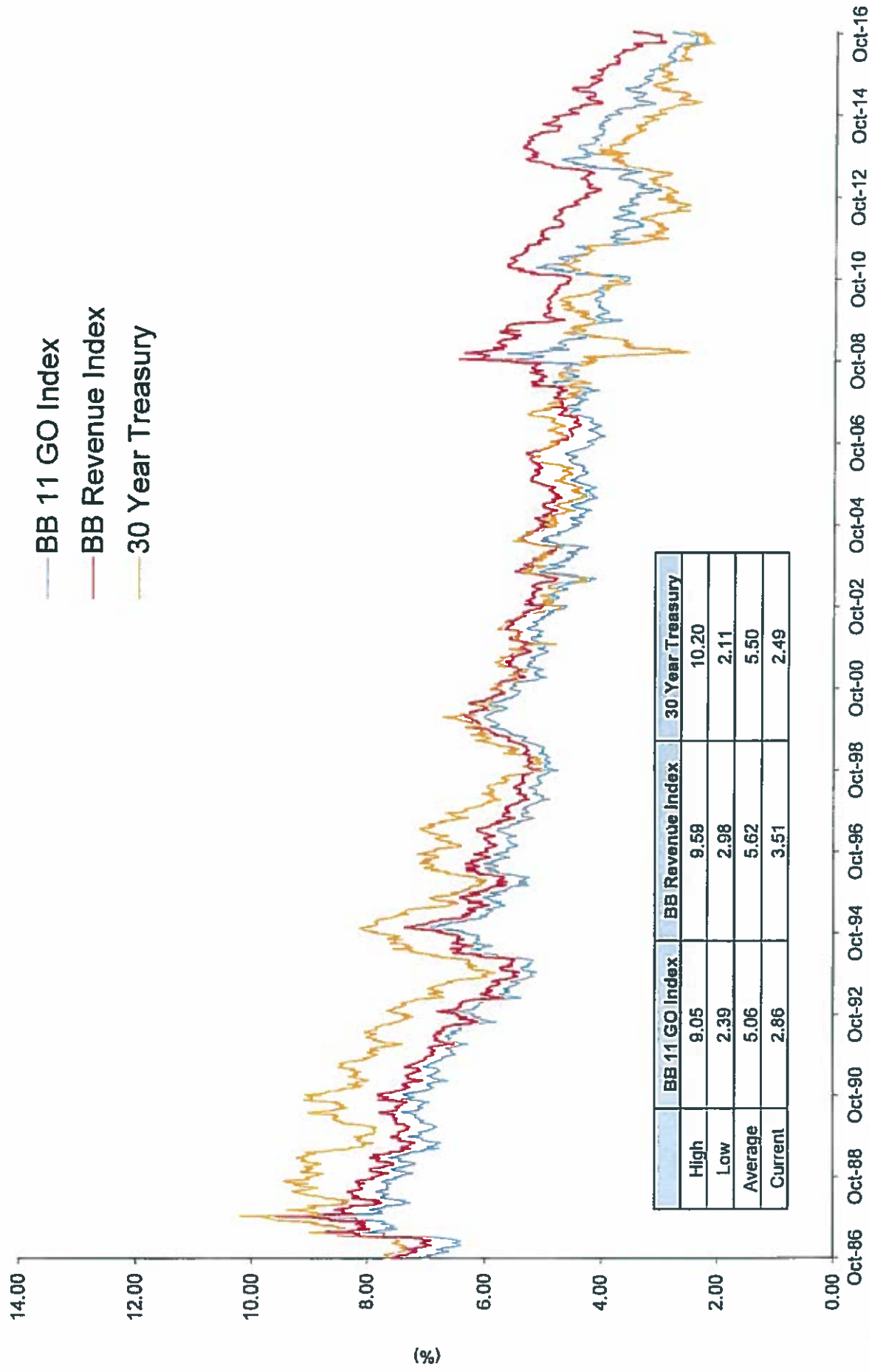
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SH 550 Bonds Refunding/Restructuring  
VRF Bonds Refunding

ESTRADA • HINOJOSA  
INVESTMENT BANKERS

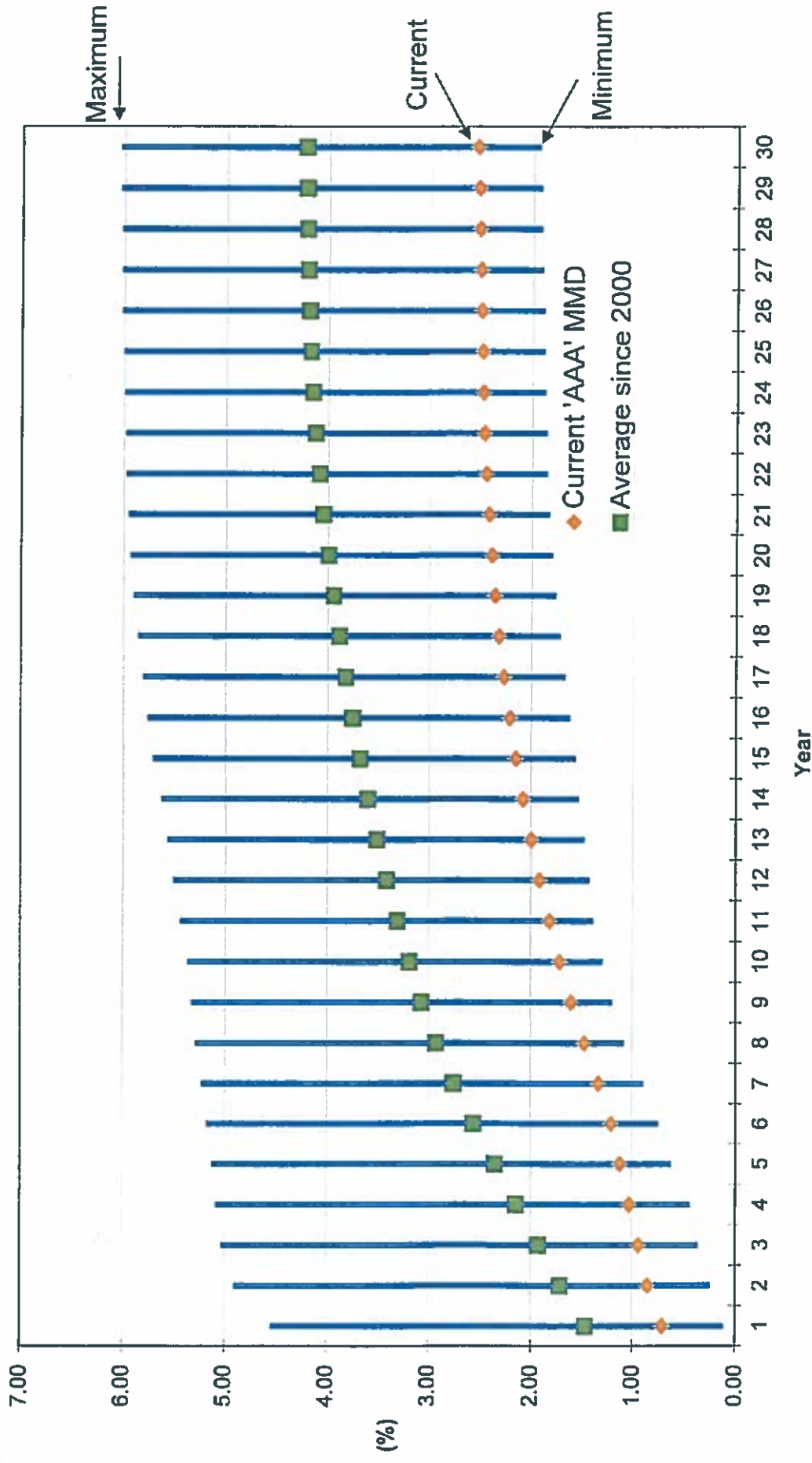
## Market Update

# Bond Buyer Indices vs. 30 Year Treasury: 30 Year History



Source: Bond Buyer

## 'AAA' MMD History Since 2000



Maturity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% of time above																														
Current MMD	54%	56%	63%	71%	82%	86%	88%	90%	92%	94%	94%	95%	94%	94%	94%	94%	94%	94%	95%	95%	95%	96%	96%	96%	96%	96%	96%	96%	96%	96%

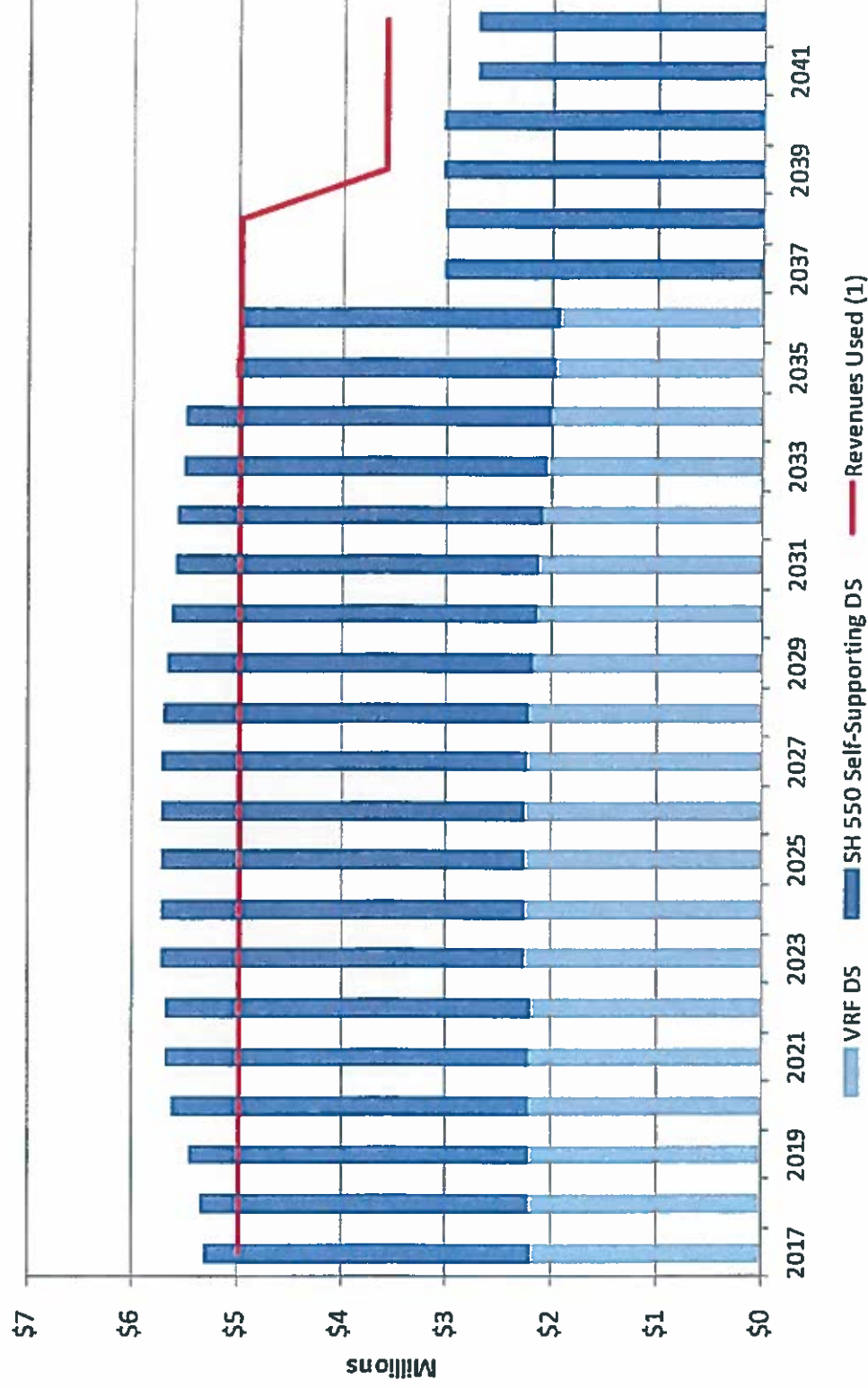
As of 10/21/2016



Total RMA Debt

# Existing Debt Service Structure

## Regional Mobility Authority

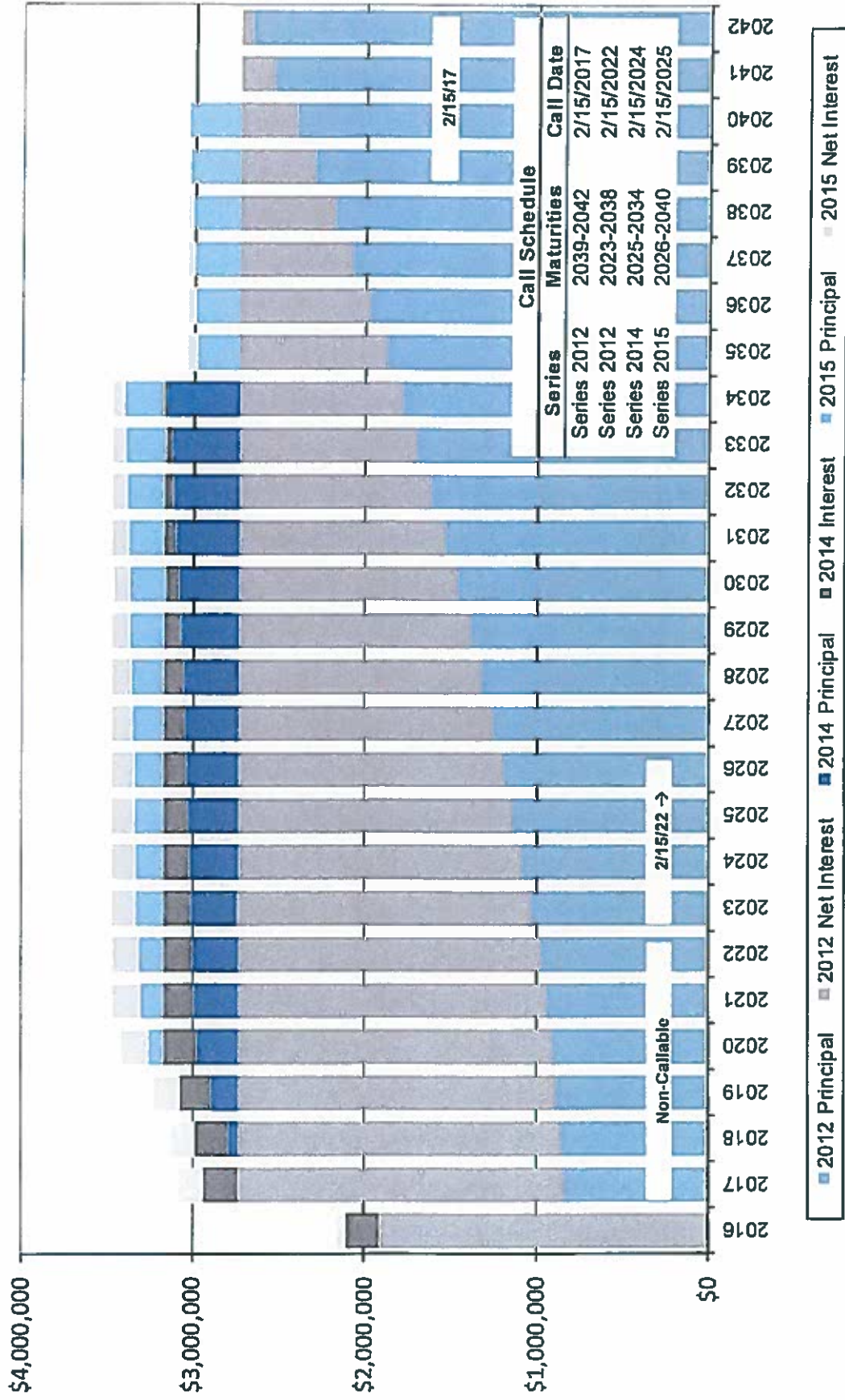


(1) Assumptions: No Growth VRF; assumed Net Toll Revenue of \$500,000; minimum pass through payments

SH 550 Debt

# SH 550 Debt Profile

- Below is the current SH 550 debt profile.



## SH 550 Bonds to be Refunded/Restructured

- The 2042 term bond (maturities 2039-2042) of the Series 2012 Bonds are callable on 2/15/2017 and can be current refunded starting 11/17/16.
- Based on current market AA/AA-/Aa3 rates as of 10/11/16, a refunding of those maturities produces positive savings.
- A restructuring of all outstanding 2017-2021 maturities can be done for cash flow relief as part of the refunding, subject to bond and tax counsel review.

Bonds to be Refunded/Restructured Included in This Analysis								
Series	Maturity Date	Existing Coupon	Par Amount	Call Date	Call Price	Current Rates	Rate Difference	
<i>Revenue &amp; Tax Bonds, Series 2012 (SH 550 Project)</i>								
	2/15/2017	3.000%	Serial \$840,000					
	2/15/2018	2.375%	Serial 860,000					
	2/15/2019	2.125%	Serial 880,000					
	2/15/2020	2.375%	Serial 900,000					
	2/15/2021	5.000%	Serial 935,000					
	2/15/2039	5.000%	Term 2042 2,300,000	2/15/2017	100%	3.260%	1.740%	
	2/15/2040	5.000%	Term 2042 2,415,000	2/15/2017	100%	3.260%	1.740%	
	2/15/2041	5.000%	Term 2042 2,540,000	2/15/2017	100%	3.260%	1.740%	
	2/15/2042	5.000%	Term 2042 2,670,000	2/15/2017	100%	3.260%	1.740%	
			<u>\$14,340,000</u>					
<i>Revenue &amp; Tax Bonds, Series 2014 (SH 550 Project)</i>								
	2/15/2018	2.000%	Serial \$50,000					
	2/15/2019	2.000%	Serial 150,000					
	2/15/2020	5.000%	Serial 240,000					
	2/15/2021	5.000%	Serial 255,000					
			<u>\$695,000</u>					
<i>Revenue &amp; Tax Bonds, Series 2015 (SH 550 Project)</i>								
	2/15/2020	2.500%	Serial \$100,000					
	2/15/2021	2.500%	Serial 145,000					
			<u>\$245,000</u>					
			<u>\$15,280,000</u>					



# Preliminary Savings Summary

FYE 9/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2017	\$1,232,918	\$367,278	\$865,640	\$861,504	2017
2018	1,537,663	501,000	936,663	903,631	2018
2019	1,636,100	501,000	1,035,100	967,139	2019
2020	1,817,313	601,000	1,216,313	1,100,707	2020
2021	1,862,813	601,000	1,261,813	1,106,141	2021
2022	496,250	601,000	-104,750	-88,150	2022
2023	496,250	601,000	-104,750	-85,358	2023
2024	496,250	601,000	-104,750	-82,654	2024
2025	496,250	601,000	-104,750	-80,035	2025
2026	496,250	601,000	-104,750	-77,500	2026
2027	496,250	601,000	-104,750	-75,045	2027
2028	496,250	601,000	-104,750	-72,668	2028
2029	496,250	601,000	-104,750	-70,366	2029
2030	496,250	601,000	-104,750	-68,137	2030
2031	496,250	601,000	-104,750	-65,979	2031
2032	496,250	601,000	-104,750	-63,889	2032
2033	496,250	601,000	-104,750	-61,865	2033
2034	496,250	601,000	-104,750	-59,905	2034
2035	496,250	1,164,500	-668,250	-372,673	2035
2036	496,250	1,166,000	-669,750	-361,782	2036
2037	496,250	1,161,600	-665,350	-348,122	2037
2038	496,250	1,166,200	-669,950	-339,532	2038
2039	2,738,750	3,404,000	-665,250	-326,483	2039
2040	2,735,875	3,403,200	-667,325	-317,137	2040
2041	2,737,000	3,402,500	-665,500	-306,255	2041
2042	2,736,750	3,401,700	-664,950	-296,309	2042
	\$27,471,431	\$28,853,978	-\$1,382,547	\$1,319,278	

## Savings Summary

Net Future Value (FV) Savings from cash flow:	-\$1,382,547
*Net Present Value (PV) Savings from cash flow:	\$1,320,610
% Savings of Refunded Bonds:	8.643%
Avg. Annual Savings (FYE 2017-2042):	-\$53,175
Negative Arbitrage:	\$311,064

\*Includes rounding amount of \$1,332.

Preliminary, based on market rates, 10/11/2016.

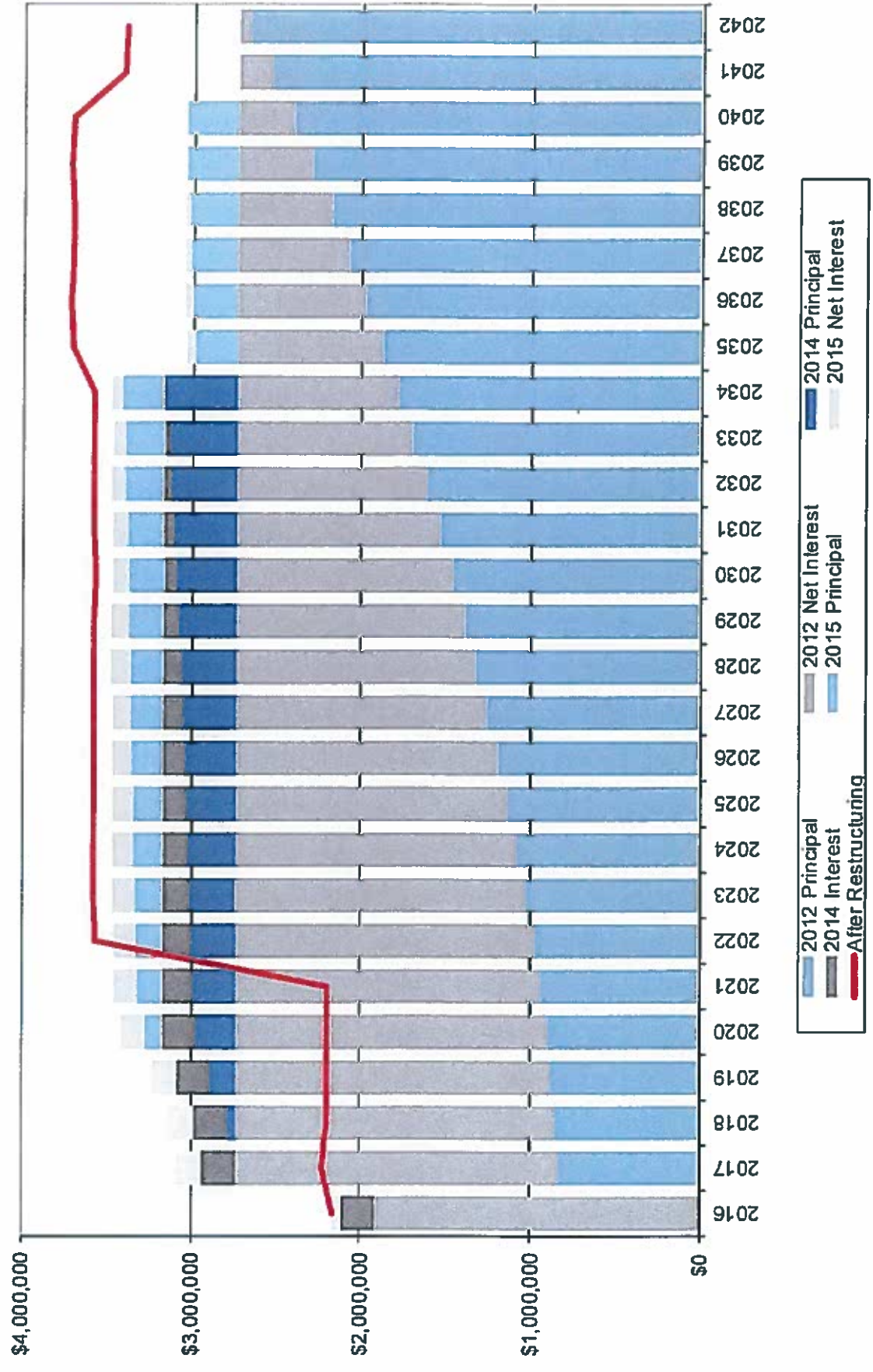
## SH 550 Preliminary Refunding/Restructuring Summary

- Based on current market rates, Net Present Value (NPV) and annual savings can be realized by refunding the 2042 term bond of the Revenue & Tax Bonds, Series 2012 (State Highway 550 Project).
- A restructuring of certain debt as illustrated in the presentation could provide needed cash flow relief to the RMA.
- Assumes current AA/AA-/Aa3 market rates, 10/11/16.
- Assumes escrow invested in SLGS. The use of open market securities may add additional savings.

### Refunding Summary:

Delivered:	12/29/2016
Par Amount of Refunding Bonds:	\$15,025,000
Par Amount of Refunded Bonds:	\$15,280,000
NPV Savings:	\$1,320,610
% Savings of Refunded Bonds:	8.643%
Avg. Annual Savings (FYE 2017-2042):	-\$53,175
Avg. Coupon of Refunded Bonds:	4.924%
True Interest Cost (TIC):	3.659%
Rates as of:	10/11/2016
Negative Arbitrage:	\$311,064

# Pro Forma SH 550 Debt Profile After Issuance





```

graph TD
    TR[Toll Revenue Revenue Fund] --> OME[O&M Expenses Operating Fund]
    OME --> CBS[County Bonds Debt Service]
    CBS --> RSF[Rate Stabilization Fund]
    RSF --> CAF[County Admin Fee]
    CAF --> RRF[R&R Fund]
    RRF --> CCRMA[CCRMA Other Uses]
    
    VRF[VRF Senior Lien Debt Service] --> OME
    
    PTT[Pass-Through Toll PTT Rev] --> PTF[PTT Accumulation Fund]
    PTF --> CBS
    
    CAPI[Capitalized Interest CAPI Fund] --> CBS
    
    CT[County Taxes]
    
    TR -.-> CT
    OME -.-> CT
    CBS -.-> CT
    RSF -.-> CT
    CAF -.-> CT
    RRF -.-> CT
    CCRMA -.-> CT
  
```

1) Lien released if certain conditions met

1) Closed lien and all payments are accumulated for debt service  
2) PTT fund used to retire debt early at the discretion of the RMA if projections sufficient

1) CAPI applied per RMA/County agreement

## Preliminary SH 550 Refunding/Restructuring Schedule

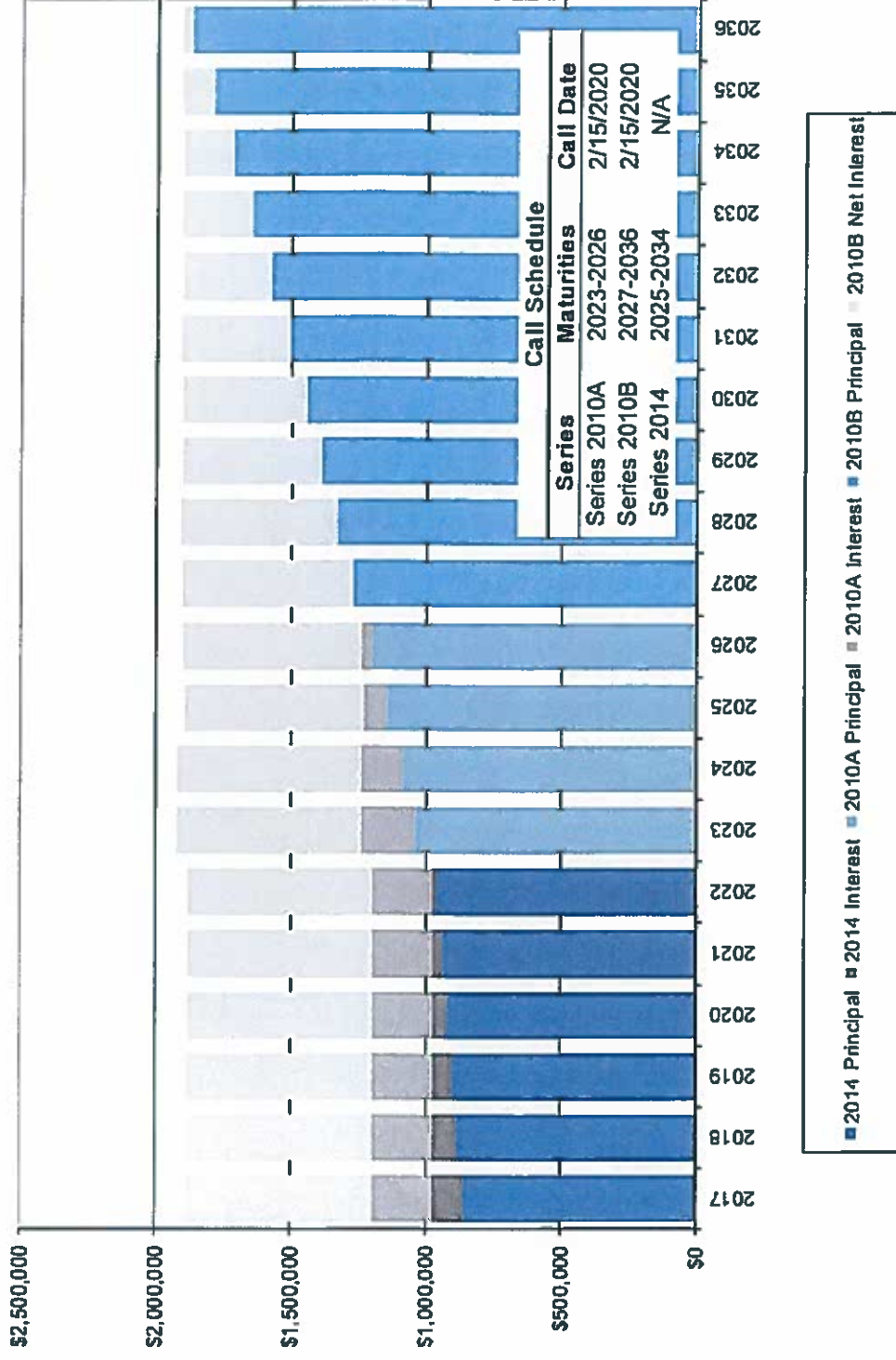
# Preliminary SH 550 Refunding/ Restructuring Schedule

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## Vehicle Registration Fee (VRF) Debt

## VRF Debt Profile

- Below is the current VRF debt profile.



## VRF Bonds to be Refunded

- Included in the refunding analysis herein is a refunding of the remaining callable 2010A Bonds.
- The obligations are eligible for a advanced refunding ahead of the 2/15/20 call date.
- As shown below, current rates offer savings on a maturity-by-maturity basis versus the existing interest rates. All maturities refunded produce positive savings.
- Assumes AA- market rates as of 10/11/16.

### Eligible Bonds to be Refunded Included in This Analysis

Series	Maturity Date	Existing Coupon		Par Amount	Call Date	Call Price	Current Rates	Rate Difference
<i>Vehicle Registration Fee Revenue Bonds, Series 2010A</i>								
	2/15/2023	5.000%	Term 2042	1,040,000	2/15/2020	100%	1.670%	3.330%
	2/15/2024	5.000%	Term 2042	1,090,000	2/15/2020	100%	1.810%	3.190%
	2/15/2025	5.000%	Term 2042	1,145,000	2/15/2020	100%	1.970%	3.030%
	2/15/2026	5.000%	Term 2042	1,205,000	2/15/2020	100%	2.120%	2.880%
				<b><u>\$4,480,000</u></b>	<b><u>Total Bonds to be Refunded</u></b>			



# Preliminary Savings Summary

FYE 9/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2017	\$112,000	\$90,200	\$21,800	\$21,592	2017
2018	224,000	180,400	43,600	42,569	2018
2019	224,000	180,400	43,600	41,762	2019
2020	224,000	180,400	43,600	40,970	2020
2021	224,000	180,400	43,600	40,193	2021
2022	224,000	180,400	43,600	39,431	2022
2023	1,238,000	1,224,100	13,900	12,246	2023
2024	1,234,750	1,220,700	14,050	12,188	2024
2025	1,233,875	1,215,700	18,175	15,543	2025
2026	1,235,125	1,218,900	16,225	13,657	2026
	<u>\$6,173,750</u>	<u>\$5,871,600</u>	<u>\$302,150</u>	<u>\$280,154</u>	

## Savings Summary

Net Future Value (FV) Savings from cash flow:	\$302,150
*Net Present Value (PV) Savings from cash flow:	\$285,243
% Savings of Refunded Bonds:	6.367%
Avg. Annual Savings (FYE 2017-2026):	\$30,215
Negative Arbitrage:	\$126,939

\*Includes rounding amount of \$5,090.

## Preliminary Refunding Summary

- Based on current market rates, Net Present Value (NPV) and annual savings can be realized by refunding portions of the outstanding 2010A bonds.
- Assumes current AA- market rates, 10/11/16, and that those rates are available at the time of pricing.
- Assumes escrow invested in SLGS.

### Refunding Summary:

Delivered:	12/29/2016
Par Amount of Refunding Bonds:	\$4,510,000
Par Amount of Refunded Bonds:	\$4,480,000
NPV Savings:	\$285,243
% Savings of Refunded Bonds:	6.367%
Avg. Annual Savings (FYE 2017-2026):	\$30,215
Avg. Coupon of Refunded Bonds:	5.000%
True Interest Cost (TIC):	2.003%
Rates as of:	10/11/2016
Negative Arbitrage:	\$126,939



## Preliminary Schedule

# Preliminary

## VRF

## Refunding

## Schedule

Date	Day	OCTOBER							NOVEMBER							DECEMBER							JANUARY							Responsibility																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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# Disclaimer

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**GENERAL CERTIFICATE OF  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

We, the undersigned Chairman and Secretary of the Board of Directors of the Cameron County Regional Mobility Authority (the "Authority"), do hereby execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and all other persons interested in the CAMERON COUNTY, TEXAS REVENUE AND TAX REFUNDING BONDS, SERIES 2016 (STATE HIGHWAY 550 PROJECT) (the "Bonds") issued by Cameron County, Texas (the "County") pursuant to a certain Trust Agreement (the "Trust Agreement") and order authorizing the Bonds (the "Order") now in the process of issuance. We certify as follows:

**I. General**

1.1 The following persons are duly appointed members and officers of the Board of Directors of the Authority:

Frank Parker, Jr.	Chairman, and Board Member
David N. Garza	Secretary and Board Member
Horacio Barrera	Board Member
Mark Esparza	Board Member
Michael F. Scaief	Board Member
Ruben Gallegos, Jr.	Board Member
Nat Lopez	Board Member
Pete Sepulveda	Executive Director

Governor Rick Perry appointed Frank Parker, Jr. as Chairman of the Authority, and the Cameron County Commissioners Court appointed the other members of the Board of Directors of the Authority.

Pete Sepulveda, Jr. is the Executive Director for the Authority.

1.2 The Authority was created and organized pursuant to and in accordance with the provisions of Chapter 370, Texas Transportation Code, and the corresponding Texas Department of Transportation ("TxDOT") regulations, policies, and procedures, as amended from time to time. A petition was submitted by the County to TxDOT requesting the creation of the Authority on June 27, 2004. The Texas Transportation Commission (the "Commission"), which oversees the operations of TxDOT, authorized creation of the Authority on September 30, 2004, in a Minute Order of the Commission. The County created the Authority by authorizing a petition to TxDOT on June 15, 2004, which is attached hereto as Exhibit A. Attached hereto as Exhibit B is a true and correct copy of the Bylaws of the Authority.

1.3 The County has represented to the Authority that on July 17, 2007, the County adopted an order authorizing the adoption and implementation of the Vehicle Registration Fee, authorized pursuant to Section 502.402, Texas Transportation Code (the "Vehicle Registration Fee"), at the rate of \$5.00, which was subsequently increased to \$10.00 by order of the County on August 20, 2009.

1.4 The Authority and the County entered into a Transportation and Project Pledge Agreement (the "Project Agreement"), which relates to the use by the County and the Authority of Vehicle Registration Fees. Attached hereto as Exhibit C is a true and correct copy of the Project Agreement. A true and correct copy of the Resolution Adopting the Transportation Project and Pledge Agreement between the County and the Authority authorizing remittance of the Vehicle Registration Fees' is attached hereto as Exhibit D.

1.5 The Authority and TxDOT entered into a certain "Pass-Through Agreement" dated February 22, 2012 wherein TxDOT agrees to deliver certain pass-through toll payments to the Authority for the development of the SH550 Project. The Pass-Through Agreement is included in the Official Statement related to the Bonds.

1.6 The County and the Authority entered into a SH550 Funding and Development Agreement (the "550 Agreement") dated August 1, 2012 regarding the development of the SH550 Project and the pledge of the Pledged Revenues as defined in the 550 Agreement for the payment of the Bonds. The 550 Agreement was amended on February 1, 2014, March 15, 2015, and on November 1, 2016 in relation to the Bonds. The 550 Agreement, as amended, is included in the transcript of proceedings related to the Bonds.

1.7 The Attorney General's Office is authorized to date this Certificate, as of the date of approval of the Bonds, in reliance upon the commitment of the undersigned to notify him immediately if any of the information contained herein ceases to be correct in all material respects.

## II. No-Litigation and Signature Identification

2.1 No litigation or proceeding against the Authority is pending or, to our knowledge, threatened in any court or administrative body nor, to our knowledge, is there a basis for litigation which would (a) contest the right of the members or officials of the Authority to hold and exercise their respective positions; (b) contest the due organization and valid existence of the Authority; (c) contest the validity, due authorization, and execution of the 550 Agreement or the Bonds; or (d) attempt to limit, enjoin, or otherwise restrict or prevent the Authority from functioning and collecting revenues pursuant to the 550 Agreement for the payment of principal of and interest on the Bonds.

2.2 On November 1, 2016, the date the 550 Agreement was last amended, adopted, and approved by the Authority, and at all times since that date to the date hereof, the following individuals have held and now hold the positions with the Authority shown opposite their names and the signature appearing beside each name set forth below is such person's genuine signature.

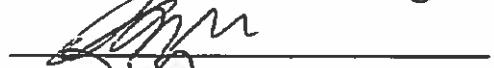
Frank Parker, Jr.

Chairman



David N. Garza

Secretary



Pete Sepulveda, Jr.

Executive Director



[Execution Page Follows]

EXECUTED AS OF DEC 29 2016

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Frank Parker, Jr.  
Chairman, Board of Directors

David N. Garza  
Secretary, Board of Directors

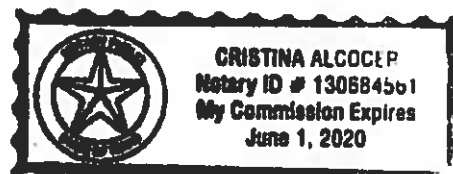
STATE OF TEXAS           §  
                                     §  
COUNTY OF CAMERON   §

Before me, the undersigned authority, on this day personally appeared Frank Parker, Jr., Chairman, and David N. Garza, Secretary of the Board of Directors, respectively, of the Cameron County Regional Mobility Authority, known to me to be such persons who signed the above in my presence, and each acknowledged to me that such person executed the above and foregoing Certificate for the purposes stated therein.

Given under my hand and seal of office this DEC 14 2016

Cristina Alcocer  
Notary Public, State of Texas

[NOTARY SEAL]



SIGNATURE PAGE TO THE GENERAL CERTIFICATE OF THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
REVENUE AND TAX REFUNDING BONDS, SERIES 2016 (STATE HIGHWAY 550 PROJECT)

June 1, 2000  
My Commission Expires  
November 10, 2001  
CRISTINA ALLEN  
Notary IC # 1361



**EXHIBIT A**  
**CREATION OF THE AUTHORITY**



**TEXAS TRANSPORTATION  
COMMISSION**

**REGIONAL MOBILITY  
APPLICATION NO. \_\_\_\_\_**

**PETITION OF CAMERON COUNTY FOR AUTHORIZATION  
TO FORM A REGIONAL MOBILITY AUTHORITY**

**TO THE TEXAS TRANSPORTATION COMMISSION:**

Pursuant to the provisions of Chapter 370 of the Texas Transportation Code and 43 Tex. Admin. Code Section 26.01, et seq, Cameron County, Texas (the "County") submits this Petition for Authorization to Form a Regional Mobility Authority. As required by 43 Tex. Admin. Code Section 26.11, the County submits the following information in support of its Petition:

**1. Cameron County Commissioners Court Resolution and other support documents.**

On June 15, 2004, the Commissioners Court of Cameron County adopted a resolution approving the creation of the Cameron County Regional Mobility Authority (the "Cameron County RMA"), a copy of which is attached hereto as Attachment 1. Also attached as Attachment 2 are resolutions from the Brownsville Metropolitan Planning Organization and the Harlingen/San Benito Metropolitan Planning Organization, expressing support for the creation of the Cameron County RMA.

**2. Description of Improvements to Regional Mobility.**

Cameron County has experienced tremendous growth in population and jobs created in recent years. Cameron County is in one of the most rapidly growing areas of the United States. Recently, Forbes Magazine, known for its national rankings, ranked Brownsville as the 75<sup>th</sup> best place to do business. Brownsville also continues to lead the Rio Grande Valley in construction. Improvements to the transportation infrastructure in the County are vitally needed in the near term to meet the transportation demands that have been created by this growth. The formation of

the Cameron County RMA will allow this entity to develop turnpike and transportation projects, as well as provide support to other transportation improvements in the region which otherwise would depend solely on state or federal funding. Using the funding mechanisms available to it under Chapter 370 of the Texas Transportation Code, the Cameron County RMA will be able to develop projects under local control but in cooperation with the Texas Department of Transportation (TXDOT). Under the RMA structure, these projects may be placed into operation more expeditiously than would be possible without an RMA, thus responding to the pressing transportation needs of the region in a more timely manner.

The Cameron County RMA will benefit the state by assuming, in large part, the burden of studying, planning, developing and constructing certain roadway and transportation projects that might otherwise be the sole responsibility of TXDOT. For example, the Cameron County RMA's transportation planning and development efforts would begin with its proposed initial project, the West Loop. The West Loop Project is a roadway project in Brownsville, Texas (more fully described in Paragraph 3, below) to be built on railroad right of way that becomes available when the County's and City of Brownsville's West Rail Relocation Project is implemented and rail lines are relocated to the west of the City. The West Loop will provide an important north-south corridor and a reliever route for some of the noncommercial traffic that currently uses U.S. 77/83, and will provide for improved access to the Brownsville central business district.

The City of Brownsville will benefit by having a secondary north-south traffic corridor that will reduce travel times as well as relieve traffic congestion on U.S. 77 and neighboring city streets. Cameron County will benefit by having increased local control over transportation projects, and a more direct impact on transportation planning decisions. The City and the County will also have an opportunity to benefit from any surplus revenues that may be generated by the Cameron County RMA that may be used for other transportation projects in the region.

The creation of the Cameron County RMA will also benefit the traveling public by providing for improvements to the roadway system in the region, which may be developed and

implemented in a more timely fashion than could be done by TxDOT under its traditional system of project development and funding. Such roadway system improvements, including the initial project proposed by the Cameron County RMA, will reduce travel time and enhance the safety of the traveling public.

### **3. Initial Project.**

The initial project to be pursued by the Cameron County RMA is the proposed West Loop. Cameron County is in the process of developing the preliminary schematics for the West Loop. The West Loop project is a turnpike project of approximately 7.25 miles located in the City of Brownsville (the "Project") on the current right of way of the Union Pacific Railroad. As shown in Attachment 3 hereto, the Project would extend from U.S. 77/83 to Palm Boulevard. The Project would be evaluated by the Cameron County RMA under two alternative scenarios for possible implementation of financing mechanisms available to regional mobility authorities under Chapter 370 of the Transportation Code:

- as a "Toll" facility consisting of a controlled-access toll road, with direct interchange connections to U.S. 77/83 and diamond interchanges and overpasses along its route, and
- as a "Pass Through Toll" facility consisting of an arterial street with signalized intersections and local access provided along its route.

A vehicular traffic assignment study is currently being conducted by the Texas Turnpike Authority Division of TxDOT for purposes of evaluating the feasibility of constructing and operating the West Loop Project as a toll facility or as a "pass through toll" facility. Both of the West Loop scenarios described above depend on the implementation of the West Rail Relocation Project so that the Union Pacific Railroad is relocated and the railroad right of way becomes available for the Project.

#### **(A) Consistency with Texas Transportation Plan and MPO Plan.**

The West Loop Project has been included in the City of Brownsville's

thoroughfare plan and in the metropolitan transportation plan of the Brownsville Metropolitan Planning Organization. The Project is included in such planning documents as a curb and gutter arterial street. Construction of the Project as a toll road or a "pass through toll" facility, if it is determined that the Project should be constructed in that manner, will not be inconsistent with the policies and strategies of such planning documents.

**(B) Description of Known Environmental, Social, Economic or Cultural Resource Issues.**

The Texas Department of Transportation is in the process of completing an initial draft of an environmental assessment of the Project corridor. Since the Project is proposed to be constructed on existing railroad right of way, it is not expected that it will result in the taking of any protected species habitat or displacement of businesses or residences. The County at this time is not aware of any environmental, social, economic or cultural issues that would preclude the development of the Project.

**(C) Known Opposition and/or Controversies Regarding Project.**

Aside from general local concerns about the state policy authorizing the collection of user tolls for roads and other transportation projects, the County is aware of no significant opposition to, or controversies regarding the Project.

**(D) Preliminary Financing Plan.**

At this time, only very general estimates of costs, financing and sources and uses of funds are available for the Project. The preliminary estimates for the two Project alternatives are set forth below:

(i) **Toll Facility**

**Estimated Project Costs**

<i>Description</i>	<i>Total Cost</i>
Bridge	\$29,155,880
Roadway	\$44,083,450
Drainage	\$4,015,000
Diamond Interchanges	
Access Controlled Interchanges	
Lighting	\$1,506,384
Signing and Striping	\$1,941,816
10% Misc (Seeding SWTP, TCP, Etc)	\$8,070,253
Roadway and Bridge Subtotal	\$88,772,783
Toll Equipment	\$16,530,000
West Rail Relocation	\$13,200,000
ROW	\$6,310,000
Mobilization	\$6,320,000
Construction Contingency	\$11,165,000
Change Orders	\$10,050,000
Preliminary Engineering and Environmental Compliance	\$7,370,000
Final Engineering	\$14,740,000
C&I	\$16,210,000
Subtotal	\$190,667,783
Utility Relocations	\$6,335,000
Environmental Mitigation	\$1,000,000
Total Construction Cost	<u>\$198,002,783</u>

**Estimated Financing and Sources of Funds**

Equity from TXDOT - rail relocation and right of way	\$16,802,000
Equity from TXDOT - US 77/83 interchange	\$16,000,000
Toll equity from TXDOT	\$117,680,115
RMA Bond proceeds	\$47,520,668
Total Construction Cost	<u>\$198,002,783</u>

(ii) Pass Through Toll Facility

Estimated Project Costs

<i>Description</i>	<i>Total Cost</i>
Roadway and Drainage	\$17,304,000
Traffic Signals	\$600,000
Right of way of existing rail	\$3,605,000
Right of way for interchanges	\$0
Interchange from US 77/83 to Pass Through Toll Facility	\$17,035,927
Rail relocation cost	\$13,200,000
Subtotal	\$51,744,927
Engineering and Administrative @ 7%	\$4,139,594
Environmental Assessment	\$500,000
Construction Mgmt. @ 5%	\$2,587,246
Contingencies @ 15%	\$7,761,739
Total Construction Cost	<u>\$66,733,507</u>

Estimated Financing and Sources of Funds

Equity from TXDOT - rail relocation and right of way	\$16,802,000
Equity from TXDOT - US 77/83 Interchange	\$19,931,507
RMA Bond proceeds	\$30,000,000
Total Construction Cost	<u>\$66,733,507</u>

Estimated project costs may require replacement with latest cost figures.

As part of the environmental assessment for the West Rail Project, Cameron County has conducted numerous public meetings and hearings for that project. The environmental assessment for the West Rail Project is complete and a Finding of No Significant Impact is expected to be issued shortly by the U.S. Department of State. The State of Tamaulipas is the project sponsor for the West Rail Project on the Mexican side. Mexico is in the process of developing their technical studies such as the environmental analysis, land use plan and schematic design.

**4. Commitment to Secure Environmental Approvals.**

As noted above, TXDOT is currently conducting an environmental assessment of the Project corridor. To the extent not undertaken by TXDOT, the Cameron County RMA will be responsible for identifying and obtaining all additional federal and state environmental permits, issues, commitments, mitigation and approvals relating to the Project, and all other projects undertaken by the Cameron County RMA.

**5. Other Potential Projects.**

In addition to the Project, the County has identified the following as additional turnpike and transportation projects, which are illustrated on Attachments 4, 5 and 6 hereto, as potential projects that may be considered by the Cameron County RMA for development or financial support in the future:

- **East Loop**—to connect Brownsville central business district to Veteran's International Bridge to FM 1419 and FM 511 as a reliever route for commercial traffic
- **Second Causeway to South Padre Island**—to provide additional access and improved traffic flow to and from South Padre Island at a location to be determined
- **FM 509 Extension**—to serve needs of the City of Harlingen in an area north of the City and provide improved access to the Harlingen International Airport and to eventually connect FM 509 to the corridor serving the Free Trade Bridge at Los Indios, creating an outer loop around Harlingen.

**6. Board Representation and Appointment.**

The initial board of directors for the Cameron County RMA will consist of up to seven

(7) members. Six (6) directors will be appointed by the Cameron County Commissioners Court, and one (1) director, who will serve as chairperson, will be appointed by the Governor. Two directors appointed to the initial board by the County shall serve terms expiring on February 1, 2005, two shall serve terms expiring on February 1, 2007, and two shall serve terms expiring on February 1, 2009. The director appointed by the Governor to the initial board shall serve a term expiring on February 1, 2009. Subsequent directors shall serve terms of six (6) years. The Cameron County Commissioners Court will make appointments that adequately represent the County as a whole and the cities throughout the County. Cameron County believes that the composition of the board of directors and the common interest in the region shared by all board members will result in adequate representation of all political subdivisions in the County.

**Request for Public Hearing and Approval**

Cameron County respectfully requests that TxDOT review this Petition and the information submitted herein and conduct a public hearing as required by 46 Tex. Admin. Code section 26.12 as soon as practicable; and, that the Texas Transportation Commission thereafter review this Petition and issue a minute order authorizing the creation of the Cameron County Regional Mobility Authority.

Respectfully submitted,

CAMERON COUNTY, TEXAS

By: \_\_\_\_\_

The Honorable Gilberto Hinojosa  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Joe G. B. \_\_\_\_\_

County Clerk

CAMERON COUNTY, TEXAS





END PROJECT LIMITS  
AND TOLL ROAD  
AT US 77/83 NORTH  
OF MERRYMAN ROAD

BEGIN TOLL ROAD  
AT PALM BOULEVARD

BEGIN PROJECT LIMITS  
B&M BRIDGE

**TEI**

Traffic Engineering Inc.

1000 West Loop South, Suite 1000, Houston, TX 77027  
713/782-1000

PROJECT LIMITS

BROWNSVILLE WEST LOOP

CAMERON COUNTY, TEXAS

**EXHIBIT B**  
**BYLAWS OF THE AUTHORITY**

## **BYLAWS OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

### **§ 1. The Authority**

These Bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Cameron County Regional Mobility Authority (the "Authority"), a regional mobility authority authorized and existing pursuant to the provisions of House Bill 3588, enacted by the 78th Legislature of Texas, and codified in Texas Transportation Code, Chapter 370, as the same may be amended from time to time (the "Regional Mobility Authority Act"), as well as rules adopted by the Texas Department of Transportation concerning the operation of regional mobility authorities, located at 43 Tex. Admin. Code § 26.1, et seq. (the "RMA Rules").

### **§ 2. Principal Office**

The domicile and principal office of the Authority shall be in Cameron County, Texas.

### **§ 3. General Powers**

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the "Board"), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas, the RMA rules, these bylaws, and the Authority shall act through the Board in the performance of its duties and functions.

### **§ 4. Initial Board**

- a) The initial Board of the Authority shall be composed of seven Directors, appointed as follows:
  - 1) The Governor shall appoint one (1) director, who shall serve as the presiding officer of the Board. The Governor's appointee must be a resident of Cameron County.
  - 2) The Commissioners Court of Cameron County shall appoint six (6) directors, two (2) with terms of six (6) years, two (2) with terms of four (4) years and two (2) with terms of two (2) years.
- b) The terms of the initial Directors of the Authority shall begin on the date of their appointment through February 1 of the year in which the term of each initial Board member expires.
- c) Directors may be reappointed at the discretion of the Cameron County Commissioners Court.

- d) Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

#### **§5. Subsequent Directors.**

- a) When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed expires, the Cameron County Commissioners Court shall appoint a successor to that Director whose term is expiring.
- b) Each Director appointed by a Commissioners Court must be a resident of the county governed by that Commissioners Court at the time of their appointment.
- c) Subject to § 7 of these bylaws and except as may be otherwise provided by law (including any amendment to the Regional Mobility Authority Act or the RMA Rules), each successor to an initial Director, and each Director thereafter appointed, shall be appointed for a six-year term. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.
- d) Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

#### **§ 6. Qualifications of Directors**

- a) All Directors will have and maintain the qualifications set forth in this §6 and in the Regional Mobility Authority Act or RMA Rules.
- b) All appointments to the Board shall be without regard to disability, sex, religion, age, or national origin.
- c) An elected official is not eligible to serve as a Director.
- d) An employee of a city or county located wholly or partly within the boundaries of the Authority is not eligible to serve as a Director.
- e) A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose spouse is an officer, manager, or paid consultant of Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.

f) A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:

- 1) is employed by or participates in the management of a business entity or other organization, other than a political subdivision, regulated by or receives money from TxDOT or the Authority;
- 2) owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization that is regulated by or receives money from TxDOT or the Authority, other than compensation for acquisition of turnpike right-of-way;
- 3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority, other than compensation or reimbursement authorized by law for Board membership, attendance, or expenses, or for compensation for acquisition of turnpike right-of-way;
- 4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction, maintenance, or operation; or
- 5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT or the Authority.

#### **§ 7. Vacancies**

A vacancy on the Board shall be filled promptly by the Cameron County Commissioners Court. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position.

#### **§ 8. Resignation and Removal**

A Director may resign at any time upon giving written notice to the Authority and the Cameron County Commissioners Court. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the Regional Mobility Authority Act, the RMA Rules, or these bylaws, or if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than half of the regularly scheduled Board meetings during a given calendar year, may be removed. If any Director of the Authority or Board Counsel knows that a potential ground for removal of a Directors exists, then he/she shall notify the Board of the potential ground for removal. The Director shall be considered removed

from the Board only after the Authority receives notice of removal from the Cameron County Commissioners Court.

#### **§ 9. Compensation of Directors**

Directors shall serve without compensation, but will be reimbursed for their actual expenses of attending each meeting of the Board and for such other expenses as may be reasonably incurred in their carrying out the duties and function as set forth herein.

#### **§ 10. Conflict of Interest**

A Director shall not: (a) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director in the discharge of official duties on behalf of the Authority or that the Director knows or should know is being offered with the intent to influence the Director's official conduct; or (b) accept other compensation that could reasonably be expected to impair the Director's independence of judgment in the performance of the Director's official duties. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including any conflict of interest policy adopted by the Board.

#### **§ 11. Meetings**

All regular meetings of the Board shall be held in Cameron County, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined by a majority of those present that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four regular meetings shall be held during each calendar year. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three Directors, if they call the meeting. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three Directors shall be set by those Directors, and except that a request of two Directors to set an agenda item for the next meeting shall automatically be honored by the Chairman.

#### **§ 12. Voting; Quorum**

A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the rights and to perform all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

### **§ 13. Meetings by Telephone**

Subject to the notice requirements of the Texas Open Meetings Act, the Board may participate in and hold meetings by means of conference telephones or similar communications equipment by which all persons participating in the meeting can hear each other and at which public participation is permitted by a speaker telephone at a conference room of the Authority or other facility in Cameron County that is accessible to the public. Participation in a meeting pursuant to the § 13 constitutes being present in person at such meeting. Except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under § 16 these bylaws. 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 location specified in the notice and shall be tape-recorded, preserved by other methods, or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

### **§ 14. Procedure**

All meetings of the Board and its committees shall be conducted in accordance with Robert's Rules of Order pursuant to statutorily proper notice of meeting posted as provided by law. The Chairman at any time may change the order of items to be considered from that set forth in the notice of meeting, provided that all agenda items that require a vote by the Board shall be considered at the meeting for which they have been posted. To the extent procedures prescribed by applicable statutes, the RMA Rules, or the bylaws conflict with Robert's Rules of Order, the Statutes, the RMA Rules, or these bylaws shall govern.

### **§ 15. Committees**

The Board may appoint committees, however it is the specific intent of the Board to retain all decision making authority and for any committees to be considered in an advisory capacity only.

### **§ 16. Notice of Directors**

Notice of each meeting of the Board shall be sent by mail, electronic mail, or facsimile to all Directors entitled to vote at such meeting. At least 72 hours advanced notice must be provided prior to Board meetings. If sent by mail, such notice will be deemed delivered when it is deposited in the United States mail with sufficient postage prepaid. If sent by electronic mail or facsimile, the notice will be deemed delivered when transmitted properly to the correct e-mail address or number. Such notice of meetings also may be given by telephone, provided that any of the Chairman, Executive Director, Secretary, or their designee speaks personally to the applicable Director to give such notice.

#### **§ 17. Waiver of Notice**

Whenever any notice is required to be given to any Director by statute or by these bylaws, a written waiver of such notice signed by the person or person entitled to such notice, whether before or after the time required for such notice, shall be deemed equivalent to the giving of such notice.

#### **§ 18. Attendance as Waiver**

Attendance of a Director at a meeting of the Board thereof will constitute a waiver of notice of such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

#### **§ 19. Officers**

The officers of the Authority shall consist of a Chairman, a Vice Chairman, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held simultaneously by the same person. The individuals elected as officers shall not be compensated for their service as officers. However, officers shall be reimbursed for all expenses incurred in conducting proper Authority business and for travel expenses incurred in the performance of their duties. If desired, the Board may also designate an Assistant Secretary and Assistant Treasurer, who shall also be considered officers of the Authority.

#### **§ 20. Election and Term of Office**

Except for the office of Chairman, which is filled by the Governor's appointment, officers will be elected by the Board for a term of two years, subject to § 21 of these bylaws. The election of officers to succeed officers whose terms have expired shall be by a vote of the Directors of the Authority at the first meeting of the Authority held after January 1 of each year or at such other meeting as the Board determines.

#### **§ 21. Removal and Vacancies**

Each officer shall hold office until a successor is chosen and qualified, or until the officer's death, resignation, or removal, or, in the case of a Director serving as an officer, until such officer ceases to serve as a Director. Any officer, except the Chairman, may resign at any time upon giving written notice to the Board. The Chairman may resign at any time upon giving written notice to the Board and Governor. Any officer except the Chairman may be removed from service as an officer at any time, with or without cause, by the affirmative vote of majority of the



**Directors of the Authority.** The Directors of the Authority may at any meeting vote to fill any officer position except the Chairman vacated due to an event described in this § 21 for the remainder of the unexpired term.

#### **§ 22. Chairman**

The Chairman is appointed by the Governor and is a Director of the Authority. The Chairman shall call all regular meetings of the Board, preside at and set the agendas for all meetings of the Board (except as provided in the concluding sentence of § 11 of these bylaws), and initially approve the reimbursement of expenses to the Executive Director.

#### **§ 23. Vice Chairman**

The Vice Chairman must be a Director of the Authority. During the absence or disability of the Chairman, upon the Chairman's death (and pending the Governor's appointment of a successor new Chairman), or upon the Chairman's request, the Vice Chairman shall perform the duties and exercise the authority and powers of the Chairman.

#### **§ 24. Secretary**

The Secretary need not be a Director of the Authority. The Secretary shall keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority; attend to the giving and serving of all notices of meetings of the Board, of committees, and such other notices as are required by the office of Secretary and as may be directed by the Regional Mobility Authority Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director; seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon; execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law or Board resolution require attestation; certify resolutions of the Board and any committee thereof; maintain custody of the corporate seal, minute books, account, and all other official documents and records, files, and contracts that are not specifically entrusted to some other officer or depository; and hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

#### **§ 25. Treasurer**

The Treasurer need not be a Director of the Authority. The Treasurer shall execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all

of such requisitions. In addition, the Treasurer shall execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority; maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories, render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority; give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority; invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

#### **§ 26. Administrators**

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Directors or as set forth in Board Resolutions. Any administrator may be removed, with or without cause, at any time by the Executive Director. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director. Notwithstanding the foregoing, all expense reimbursements to the Executive Director shall be subject to the initial approval of the Chairman, as provided in § 22 of these bylaws.

#### **§ 27. Executive Director**

- a) The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board. The Executive Director shall at all times provide all information to the entire Board at the same time that he/she provides it to the officers.
- b) In addition, the Executive Director:
  - 1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;
  - 2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations, as described in § 36 of these bylaws;

- 3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in § 36 of these bylaws;
  - 4) at the invitation of the Cameron County Commissioners Court, shall appear, with representatives of the Board, before the Commissioners Court to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;
  - 5) may execute inter-agency and interlocal contracts and service contracts not exceeding amounts established in Resolutions of the Board;
  - 6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and
  - 7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the board.
- c) The Executive Director may delegate the foregoing duties and responsibilities as the Executive Director deems appropriate, provided such delegation does not conflict with applicable law or any express direction of the Board.

#### **§ 28. Interim Executive Director**

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority.

#### **§ 29. Indemnification by the Authority**

Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, or administrator of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, or administrator shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law, against liability and the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties. A conviction or judgment entered in connection with compromise or

settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorney's fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any limitations that exist by law. Any indemnification by the Authority pursuant to this § 31 shall be evidenced by a resolution of the Board.

#### **§ 30. Expenses Subject to Indemnification**

As used herein, the term "expenses" includes fines or penalties imposed and amounts paid in compromise or settlement of any such litigation only if:

- a) independent legal counsel designated by a majority of the Board, excluding those Directors who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought, shall have advised the Board that, in the opinion of such counsel, such Director, officer, administrator, or other employee is not liable to the Authority for gross negligence or willful misconduct in the performance of his or her duties with respect to the subject of such litigation; and
- b) a majority of the Directors shall have made a determination that such compromise or settlement was or will be in the best interests of the Authority.

#### **§ 31. Procedure for Indemnification**

Any amount payable by way of indemnity under these bylaws may be determined and paid pursuant to an order of or allowance by a court under the applicable provisions of the laws of the State of Texas in effect at the time and pursuant to a resolution of a majority of the Directors, other than those who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought. In the event that all of the Directors are made parties to such litigation, a majority of the Board shall be authorized to pass a resolution to provide for legal expenses for the entire Board.

#### **§ 32. Additional Indemnification**

The right of indemnification provided by these bylaws shall not be deemed exclusive of any right

to which any Director, officer, administrator, or other employee may be entitled, as a matter of law, and shall extend and apply to the estates of deceased Directors, officers, administrators, and other employees.

### **§ 33. Contracts and Purchases**

All contracts and purchases on behalf of the Authority shall be entered into and made in accordance with rules of procedure prescribed by the Board and applicable laws and rules of the State of Texas.

### **§ 34. Sovereign Immunity**

The Authority will not by agreement or otherwise waive or impinge upon its sovereign immunity.

### **§ 35. Termination of Employees**

Employees of the Authority shall be employees at will unless they are party to an employment agreement with the Authority executed by the Chairman upon approval by the Board. Employees may be terminated at any time, with or without cause, by the Executive Director subject to applicable law and the policies in place at the time of termination.

### **§ 36. Strategic Plan, Annual Report, and Presentation to Commissioners Court**

- a) Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption.
- b) Under the direction of the Executive Director, the staff of the Authority shall prepare a draft of an Annual Report on the Authority's activities during the preceding year and describing all Regional Mobility Authority revenue bond issuances anticipated over the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent Strategic Plan. The draft shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption. Not later than January 1 following the conclusion of the preceding fiscal year, the Authority shall file with the Cameron County Commissioners Court the Authority's Annual Report, as adopted by the Board.
- c) At the invitation of the Cameron County Commissioners Court, representatives of the Board and the Executive Director shall appear before the Commissioners

Court to present the Annual Report and respond to questions and receive comments.

**§ 37. Compliance with Law**

The Board shall comply with all requirements of the Regional Mobility Authority Act, applicable administrative rules of the Texas Department of Transportation and all other applicable law.

**§ 38. Fiscal Year**

The fiscal year for the Authority shall be from October 1 to September 30.

**§ 39. Seal**

The official seal of the Authority shall consist of the embossed impression of circular disk with the words "Cameron County Regional Mobility Authority, 2004" on the outer rim, with a star in the center of the disk.

**§ 40. Public Access Policy**

The Authority shall maintain an access policy to be adopted by the Board that provides the public with a reasonable opportunity to appear before the board to speak on any issue under the jurisdiction of the Authority.

**§ 41. Amendments to Bylaws**

Except as may be otherwise provided by law, these bylaws may be amended, modified, altered, or repealed in whole or in part, at any regular meeting of the Board after ten days advance notice has been given by the Chairman to each Director of the proposed change. These bylaws may not be amended at any special or emergency meeting of the Board.

**§ 42. Dissolution of the Authority**

**a) Voluntary Dissolution**

- 1) An Authority may not be dissolved unless the dissolution is approved by the Texas Transportation Commission (the "commission").
- 2) A Board may submit a request to the commission for approval to dissolve.
- 3) The commission may approve a request to dissolve only if:
  - A) all debts, obligations, and liabilities of the authority have been paid and discharged or adequate provision has been made for the payment of all debts, obligations, and liabilities;

- B) there are no suits pending against the authority, or adequate provision has been made for the satisfaction of any judgment, order, or decree that may be entered against it in any pending suit; and
- C) the authority has commitments from other governmental entities to assume jurisdiction of all authority transportation facilities.

b) **Involuntary dissolution**

- 1) The commission by order may require an authority to dissolve if the commission determines that the authority has not substantially complied with the requirements of a commission rule or an agreement between the department and the authority.
- 2) The commission may not require dissolution unless:
  - A) The conditions described in Sections 42 (3) (A) and (B) have been met; and
  - B) The holders of any indebtedness have evidenced their agreement to the dissolution.

**EXHIBIT C**  
**TRANSPORTATION AND PROJECT PLEDGE AGREEMENT**



## TRANSPORTATION PROJECT AND PLEDGE AGREEMENT

STATE OF TEXAS

§

COUNTY OF CAMERON

§

§

This Transportation Project and Pledge Agreement (this "*Agreement*") is entered into as of the 4th day of March, 2010, between CAMERON COUNTY, TEXAS (the "*County*"), a political subdivision of the State of Texas, and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "*Authority*"), a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and political subdivision of the State of Texas.

### RECITALS

WHEREAS, the County petitioned the Texas Transportation Commission (the "*Commission*") for authorization to form the Authority pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on September 30, 2004; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "*Authorizing Law*"); and

WHEREAS, the County, pursuant to Section 502.1725, Texas Transportation Code, adopted an order authorizing the adoption and implementation of an Optional Vehicle Registration Fee initially in the amount of \$5.00, subsequently increased to \$10.00 effective January 1, 2009 (the "*Vehicle Fee*"); and

WHEREAS, the Authorizing Law requires that the County remit the revenue from the Vehicle Fee to the Authority to fund long-term transportation projects in the County; and

WHEREAS, it has been determined that such long-term transportation projects (the "*Projects*"), as further described herein, will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of the tax base which will result in increased revenues to support the County and the provision of services to residents; and

WHEREAS, the Authority, on its own or through an entity created by the Authority, intends to issue debt with a maximum repayment term of no more than 40 years in one or more lawful forms, including but not limited to bonds or other obligations, to obtain financing necessary to develop the Projects;

WHEREAS, pursuant to the Authorizing Law, the County is authorized to enter into this Agreement with the Authority to acquire, construct and maintain the Projects;

NOW, THEREFORE, for and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the Authority and the County agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. Throughout this Agreement, the following terms and expressions as used herein shall have the meanings set forth below, unless the context clearly indicates otherwise:

"Bonds" or "Vehicle Registration Fee Revenue Bonds" shall mean one or more series of bonds issued by the Authority pursuant to this Agreement and the Bond Resolutions.

"Pledged Vehicle Fee Revenues" shall mean 100% of the funds collected by the County and the State of Texas from the levy of the Vehicle Fee, pursuant to Authorizing Law, without deduction, offset, or credit for any administrative charges or expenses incurred by the County or the Authority in connection with the levy and collection of the Vehicle Fee.

"Project" shall mean the acquisition, construction and maintenance of any Authority Project, as approved by the Authority from time to time, and related improvements.

"Resolution" shall mean the resolution authorizing the issuance of the Bonds.

Section 1.02. Interpretations. All terms defined herein and all pronouns used in this Agreement shall be deemed to apply equally to singular and plural and to all gender. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and shall not in any way modify or restrict any of the terms and provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

## ARTICLE II

### SERVICES TO BE PROVIDED

Section 2.01. Construction of the Project. The Authority agrees to develop all engineering plans, specifications, and details required for the implementation of the Project. The Authority further agrees to contract with all individuals or entities necessary to complete the Project in accordance with the engineering plans, specifications and other construction documents.

Section 2.02. Maintenance of the Project. Upon full and final completion of the Project, the Authority agrees to maintain the Project in a reasonably prudent manner. Pursuant to this Agreement and notwithstanding any other provision herein, the County shall not have any

obligation to maintain the Project and all obligations and liabilities with respect to the Project shall be the responsibility of the Authority.

**Section 2.03. Issuance of the Bonds.** The Authority agrees to sell the Bonds at the earliest, most feasible date. The Authority agrees to use a portion of the proceeds of the sale of the Bonds to finance the costs of the Project and to pay the costs associated with issuing the Bonds. The Resolution shall provide that the Bonds may be secured by a pledge of the Pledged Vehicle Fee Revenues and any interest earned thereon.

## **ARTICLE III**

### **OBLIGATIONS OF THE COUNTY**

**Section 3.01. Imposition, Collection and Remittance of Vehicle Fee by the County.** In accordance with Section 502.1725 of the Texas Transportation Code and in consideration of the construction of the Project by the Authority, the County covenants and agrees to take all steps necessary and authorized under the Authorizing Law and other applicable laws to continuously impose, collect and remit the Vehicle Fee during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The County also covenants and agrees that it will not cause a reduction, abatement, or exemption in the Vehicle Fee or in the amount in which it is authorized to be collected. The County further covenants and agrees that, during the term of this Agreement, within 5 days of receipt of the portion of the Pledged Vehicle Fee Revenues the County collects, it will pay to the Authority 100% of the Pledged Vehicle Fee Revenues the County collects, without demand, notice, counterclaim, or offset, including any administrative charges or expenses incurred by the County in connection with the levy and collection of the Vehicle Fee or the Pledged Vehicle Fee Revenues.

**Section 3.02. Obligations of County to be Absolute.** The obligation of the County to make the payments set forth in this Agreement shall be absolute and unconditional, and until such time as the Bonds and the paying agent/registrar's fees, if any, have been fully paid or provision for payment thereof shall have been made in accordance with the Resolution, the County will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Authority to implement the Project at the cost estimated or in accordance with the final plans and specifications; any acts or circumstances that might constitute failure of consideration, eviction, or constructive eviction; destruction of or damage to the Project; commercial frustration of purpose; or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release the Authority from performance of any of the agreements on its part contained in this Agreement, and in the event the Authority shall fail to perform any such agreement on its part, the County may institute such action against the Authority as the County may deem necessary to compel performance so long as this action does not abrogate the County's obligations to make the payments set forth in this Agreement.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

Section 4.01. Term. This Agreement shall be in force and effect from the date of execution hereof to the maturity of the Bonds or the redemption or defeasance thereof, but at a maximum maturity not longer than 40 years from the date hereof.

Section 4.02. Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto, but not in such manner as to impair the rights of the holders of the Bonds.

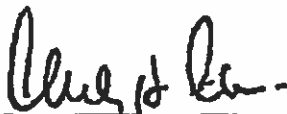
Section 4.03. Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representation, warranties, or agreements between the parties hereto.

Section 4.04. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

*[Signature page follows.]*

EXECUTED in multiple counterparts as of the date first written above.

CAMERON COUNTY, TEXAS

By:   
Name: Carlos H. Cascos  
Title: County Judge

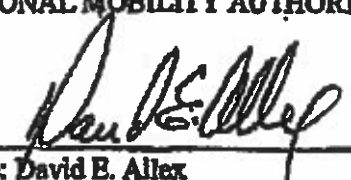
ATTEST:

By:   
Name: Joe G. Rivers  
Title: County Clerk



(SEAL)

CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY

By:   
Name: David E. Allen  
Title: Chairman, Board of Directors

ATTEST:

By:   
Name: Ruben Gallegos, Jr.  
Title: Secretary, Board of Directors

**EXHIBIT D**

**RESOLUTION ADOPTING THE TRANSPORTATION PROJECT AND PLEDGE  
AGREEMENT**

**RESOLUTION AUTHORIZING AND APPROVING A TRANSPORTATION PROJECT AND PLEDGE AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND CAMERON COUNTY, TEXAS; AND AUTHORIZING AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Cameron County, Texas (the "*County*"), a political subdivision of the State of Texas, petitioned the Texas Transportation Commission (the "*Commission*") for authorization to form the Cameron County Regional Mobility Authority (the "*Authority*") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "*Authorizing Law*"); and

WHEREAS, the County, pursuant to Section 502.1725, Texas Transportation Code, adopted an order authorizing the adoption and implementation of an Optional Vehicle Registration Fee initially in the amount of \$5.00, subsequently increased to \$10.00 effective January 1, 2009 (the "*Vehicle Fee*"); and

WHEREAS, the Authorizing Law requires that the County remit the revenue from the Vehicle Fee to the Authority to fund long-term transportation projects in the County; and

WHEREAS, the County and Authority now wish to enter into that Transportation Project and Pledge Agreement, in substantially the form attached hereto as Exhibit A (the "*Agreement*"), in order to ensure the County continues to collect the Vehicle Fee through the maturity of any bonds issued by the Authority and secured by the Vehicle Fee; and

WHEREAS, the Board, after careful consideration, has reviewed the Agreement, and has determined that the Agreement is in the best interest of the Authority;

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Cameron County Regional Mobility Authority that:

Section 1. The findings, definitions and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Board of Directors of the Authority (the "*Board*") and made a part hereof for all purposes.

Section 2. The Agreement is hereby approved and adopted in substantially the form attached hereto as Exhibit A.

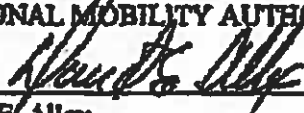
Section 3. The Agreement upon being duly executed and delivered by the Authority and the County in accordance with its terms will be in full force and effect and will constitute a legal, valid and binding obligation of the Authority.



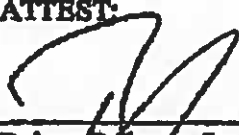
**Section 4. The Chairman, Secretary and any other officer of the Board are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all other acts and things and to approve ministerial changes or other changes required by the County or other agencies of the State of Texas, and to execute, acknowledge and/or deliver, in the name and on behalf of the Authority, any and all documents, certificates, and other instruments, whether or not herein mentioned, including, but not limited to, any covenants, remedies or restrictions, as they may determine to be necessary or desirable in order to carry out the intent of the Board as expressed in this Resolution and the terms and provisions of the Agreement.**

ADOPTED THIS 19TH DAY OF FEBRUARY, 2010.

CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY

  
\_\_\_\_\_  
David B. Allen  
Chairman, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Ruben Gallegos, Jr.  
Secretary, Board of Directors

*Execution Page to Resolution*

**3-D      CONSIDERATION AND APPROVAL OF A THIRD AMENDMENT  
TO THE SH 550 FUNDING AND DEVELOPMENT AGREEMENT  
BETWEEN CAMERON COUNTY, TEXAS AND THE CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY**

**THIRD AMENDMENT  
TO  
SH 550 FUNDING AND DEVELOPMENT AGREEMENT  
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

This Third Amendment to the SH 550 Funding and Development Agreement (the "Third Amendment") is entered into as of November 1, 2016, between CAMERON COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "Authority"), a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and a political subdivision of the State of Texas.

**RECITALS**

**WHEREAS**, effective as of August 1, 2012, the Authority and the County entered into a SH 550 Funding and Development Agreement (the "550 Agreement"), which provided for the issuance by the County of up to \$40,000,000 in Bonds (as defined therein), as amended by the First Amendment to SH 550 Funding and Development Agreement which provided for the issuance by the County of \$5,000,000 in "Completion Bonds" as defined therein dated February 15, 2014 (the "First Amendment") and a Second Amendment to SH 550 Funding and Development Agreement which provided for the issuance by the County of an additional \$4,500,000 in Completion Bonds, dated as of March 5, 2015 (the "Second Amendment" together with the 550 Agreement and the First Amendment the "Agreement") to provide funding for the SH 550 Direct Connector Transportation Project described in the Agreement;

**WHEREAS**, the Agreement specifies the terms and conditions under which funds are to be made available to the Authority and the Authority's obligation to repay the Bonds, as well as the sources for repayment;

**WHEREAS**, the Authority and the County have determined that cash flow restructuring and debt service savings may be obtained by refunding certain of the bonds described above (the "Bonds") and that it is in the best interest of both parties for the County to issue "Refunding Bonds" in an amount up to \$16,000,000;

**WHEREAS**, Section 4.02 of the Agreement authorizes amendments to the Agreement pursuant to the mutual agreement of the parties; and

**WHEREAS**, the parties desire to further amend the Agreement to provide for the issuance of Refunding Bonds and to place the proceeds of the Refunding Bonds into an Escrow Fund for use in connection with refunding certain of the Bonds, subject to the same terms and conditions as are set forth in the Agreement and the Trust Agreement.

**NOW, THEREFORE**, for and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the Authority and the County agree to amend the Agreement as follows (new or amended language is shown by underlining, except for underlined captions which appear in the original text):

**ARTICLE I. AMENDMENTS**

Section 1.01 of the Agreement is amended by amending subsection (k) and adding subsection (n) as follows:

(k) **"Trust Agreement"** shall mean that certain "Trust Agreement by and between Cameron County, Texas and The Bank of New York Mellon Trust Company, National Association" dated as of August 1, 2012 as amended as of February 1, 2014, March 15, 2015, and November 1, 2016 relating to the Bonds and the Completion Bonds.

(n) **"Refunding Bonds"** means bonds to be issued by the County under provisions of the Authorizing Law to refund certain of the outstanding Bonds determined by the County in consultation with the Authority to provide savings or restructuring.

Section 3.01 (a) and (b) of the Agreement are amended to read as follows:

(a) The County agrees to issue and sell the Bonds in an aggregate principal amount sufficient, net of payment of issuance costs and establishing any necessary reserves, including capitalized interest, to provide the Project Funding derived therefrom. The County agrees to issue and sell the Completion Bonds in an aggregate principal amount sufficient, net of payment of issuance costs and establishing any necessary reserves, including capitalized interest, to provide the additional Project Funding necessary to complete the Project at the earliest, most feasible date following the authorization thereof by the County, but in no event later than May 30, 2015. The County agrees to use a portion of the proceeds of the sale of the Bonds to make and advance a portion of the Project Funding to the Authority on the date of issuance of the Bonds, and to use a portion of the proceeds of the sale of the Completion Bonds to make and advance a portion of the Project Funding to the Authority on the date of issuance of the Completion Bonds. In order to provide cash flow restructuring and debt service savings, the County, in consultation with the Authority, may issue Refunding Bonds. The County may, in its sole discretion, secure payment of the Bonds, Completion Bonds, and the Refunding Bonds, in whole or part by a pledge of the Project Funding Payments and the Pledged Revenues, or any portion thereof.

(b) As a condition to the County's providing the Project Funding, the Authority acknowledges that its execution of this 550 Agreement, the First Amendment, the Second Amendment, and the Third Amendment evidences its obligation to repay the Project Funding, together with interest on the unpaid principal balance of the Project Funding at the same stated rates of interest that the County will pay on the Bonds, Completion Bonds, and the Refunding Bonds, respectively, with interest payable on August 15, 2015 and each February 15 and August 15 thereafter until the Project Funding is repaid in full. Interest shall be paid on the same basis as the County pays interest on the Bonds, Completion Bonds, and the Refunding Bonds, respectively (and in the same proportions), which is presumed (unless otherwise stated in the documents governing the issuance of the Bonds, Completion Bonds, or Refunding Bonds) to be a 360-day year composed of 12 30-day months. The Project Funding shall be repaid in the amounts and at the times which will equal the actual debt service on the Bonds, Completion Bonds, and the Refunding Bonds less capitalized interest. The Project Funding may, at the sole option of the Authority, be prepaid in whole or in part from time to time with no prepayment penalty, but in an amount which will permit the County to defease or redeem all or part of the outstanding Bonds, Completion Bonds, or Refunding Bonds. The Authority will also execute and deliver, or cause to be delivered, such other documents and opinions of counsel to the Authority as the County may reasonably request to evidence the Authority's obligation to repay the Project Funding.

Section 3.02 of the Agreement is amended to add the following language:

Notwithstanding the preceding information in this section, the CAF will only be paid by the Authority to the County to the extent that the sum of Net Toll Revenues plus Pass-

Through Payments are greater than the funds required to pay debt service on all Parity Bonds (being the Bonds, Completion Bonds, and Refunding Bonds) and make all required deposits to the Rate Stabilization Fund and the Renewal and Replacement Fund. Monies in excess of the sum of Net Toll Revenues plus Pass-Through Payments less the amounts required for debt service on all Parity Bonds and all required deposits to the Rate Stabilization Fund and the Renewal and Replacement Fund will be paid to the County until the annual CAF amount has been met with no clawback provisions for prior years.

## **ARTICLE II. MISCELLANEOUS PROVISIONS**

Any provision of the 550 Agreement, the First Amendment, or the Second Amendment, not amended by this Third Amendment shall remain in full force and effect as originally written, unless conforming changes are required to give effect to, or to allow for the implementation of, this Third Amendment, in which cases such additional changes shall be made for the limited purpose so stated.


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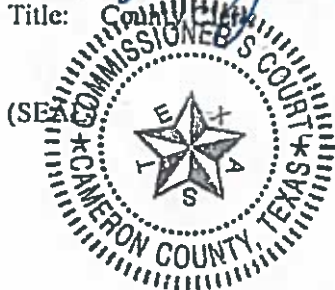
EXECUTED in multiple counterparts as of the date first written above.

**CAMERON COUNTY, TEXAS**

By:   
Name: David A. Garza  
Title: County Judge Pro Tem

ATTEST:

By:   
Name: Sylvia Garza-Perez  
Title: ~~County Clerk~~



**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Name: Frank Parker, Jr.  
Title: Chairman, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: David N. Garza  
Title: Secretary, Board of Directors

EXECUTED in multiple counterparts as of the date first written above.

**CAMERON COUNTY, TEXAS**


By: \_\_\_\_\_  
Name: David A. Garza  
Title: County Judge Pro Tem

ATTEST:


By: \_\_\_\_\_  
Name: Sylvia Garza-Perez  
Title: County Clerk

(SEAL)

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

By:  \_\_\_\_\_  
Name: Frank Parker, Jr.  
Title: Chairman, Board of Directors

ATTEST:

By:  \_\_\_\_\_  
Name: David N. Garza  
Title: Secretary, Board of Directors



**3-E    CONSIDERATION   AND   AUTHORIZATION   FOR   STAFF   TO  
PREPARE A PROPOSAL FOR INTEROPERABILITY CAPABILITY  
WITH THE CITY OF PHARR'S INTERNATIONAL BRIDGE SYSTEM  
AS PERMITTED UNDER THE CURRENT AGREEMENT BETWEEN  
THE CITY OF PHARR AND THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**



## MEMORANDUM

**TO: CCRMA Board of Directors**

**FROM: Adrian Rincones**

**DATE: October 28, 2016**

**SUBJ: Consideration and Authorization for Staff to Prepare a Proposal for Interoperability Capability with the City of Pharr's International Bridge System as permitted under the current agreement between the City of Pharr and the Cameron County Regional Mobility Authority**

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The City of PHARR is in the market for an upgrade or new tolling system for the Pharr/Reynosa International Bridge. We have been working on interoperability between the bridge and the SH550 since the interlocal between the City of Pharr and the CCRMA was passed in June 2015.

With the implementation of the CCRMA back office and host server we have a strategic possibility to offer a solution for Pharr that would meet their needs and create interoperability between the tolling systems. We would utilize our existing vendors Kapsch and TollPlus to provide a proposed solution.

It will take some work, innovation and partnerships to find a solution that will match the goals and budget the City of Pharr has but I do believe we have a good chance. This request is only to authorize us to develop a proposal, in the event Pharr would like to pursue the proposal we would request from the Board authority to develop the contract terms and amendment to the existing interlocal.

Staff recommends approval