

THE STATE OF TEXAS           §  
COUNTY OF CAMERON       §

BE IT REMEMBERED on the 5<sup>th</sup> day of March 2015, 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:

11:00 A.M.

PRESENT:

DAVID E. ALLEX  
CHAIRPERSON

MICHAEL SCAIEF  
DIRECTOR

DAVID N. GARZA  
DIRECTOR

RUBEN GALLEGOS, JR.  
DIRECTOR

MARK ESPARZA  
DIRECTOR

NAT LOPEZ  
DIRECTOR

HORACIO BARRERA  
DIRECTOR

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

=====  
The Meeting was called to order by Chairman Davie E. Allex, at 11:10 A.M. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 2<sup>nd</sup> day of March 2015 at 10:17 A.M.



**AGENDA**

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

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

**Thursday, March 5, 2015**

**11:00 AM**

**PUBLIC COMMENTS:**

- 1. Public Comments**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Mar 02, 2015 at 10:17A

Sylvia Garza-Perez  
County Clerk  
By  
Hilda Perez, Deputy  
Cameron County

**ITEMS FOR DISCUSSION AND ACTION:**

- 2. Action Items**

**A. Approval of Claims**

**B. Consideration and Approval of the Second Amendment to the SH 550 Funding and Development Agreement between Cameron County and the Cameron County Regional Mobility Authority**

**ADJOURNMENT:**

Signed this 2<sup>nd</sup> day of March 2015

[Signature]  
David E. Alex  
Chairman

**NOTE:**

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

**PUBLIC COMMENTS**

**1 PUBLIC COMMENTS**

None were presented.

**ACTION ITEMS**

**2-A Approval of Claims**

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

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

Secretary Gallegos moved to approve the Claims. The motion was seconded by Director Garza and carried unanimously.

**The Claims are as follows:**

\_\_\_\_\_

**2-B Discussion and Approval of the Second Amendment to the SH 550 Funding and Development Agreement between Cameron County and the Cameron County Regional Mobility Authority**

Mr. Adrian Rincones, RMA Controller and Financial Officer introduced the item and explained the reason for the item. Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that this action was taken by the Court prior to him being appointed County Judge. In the future on any similar items he will abstain from the discussion and vote.

Director Garza moved to approve the Second Amendment to the SH 550 Funding and Development Agreement. The motion was seconded by Director Lopez and carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Scaief seconded by Director Barrera and carried unanimously the meeting was **ADJOURNED** at 11:18 A.M.

APPROVED this 26<sup>th</sup> day of March 2015.

ATTESTED: \_\_\_\_\_  
SECRETARY RUBEN GALLEGOS, JR.

  
\_\_\_\_\_  
CHAIRMAN DAVID E. ALLEX

**2-A APPROVAL OF CLAIMS**



## MEMORANDUM

**TO: Chairman and Board Members**

**FROM: Pete Sepulveda, Jr.** *PSJ*

**RE: Claims – Item 2A**

**DATE: March 5, 2015**

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Attached are the Claims that are being presented for consideration and payment.

The Claims include:

- Comptroller & Marketing Director – Reimbursement for Phone expenses for February 2015
- Cameron County – 2013 CAF Fee
- Dylbia Vega & Franco San Miguel – Monthly contracts
- McCarthy Company – West Rail
- Reliant - Utilities
- RGV Spotlight – Marketing Services
- S&B Infr. – Construction Mgmt. SH 550 February 2015
- Sullivan Public Affairs – Monthly Contract
- Terminex – Pest Control Rancho Viejo Office
- TML – Monthly employee health benefits
- TXU – Utilities
- Union Pacific – Olmito Switchyard
- Veritext – Transcript Services for West Rail Condemnation Case
- Xerox – Copier lease for February 2015
- ZIEGNER – Hosting of Accounting Software

I recommend approval of the invoices.



## MEMORANDUM

**TO:** Chairman and Board Members

**FROM:** Pete Sepulveda, Jr. *PSJ*

**RE:** Sullivan Public Affairs Invoice – Item 2A

**DATE:** March 5, 2015

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Sullivan Public Affairs continues to work on legislative issues associated with transportation bills impacting CCRMA as well as facilitating meetings with members of the Senate and House Transportation Committee. Sullivan Public Affairs is assisting with CDA legislation for the FM 1925 Project. In addition to the above Sullivan Public Affairs continues to work with the Texas Transportation Commission and TxDOT Staff in relation to the CCRMA Projects including I69E, East Loop Project, SPI 2<sup>nd</sup> Access and Outer Parkway Projects as well as on-going conference calls with both TxDOT and FHWA. Sullivan Public Affairs has also assisted in the environmental process for the Outer Parkway and SPI 2<sup>nd</sup> Access Project with TxDOT Environmental Staff.

I recommend approval of the invoice for the month of January.

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR Cell Feb 2015	100.00	Cell phone reimbursment Feb 2015
Cameron County	Cameron County	County CAF 2013	16,666.67	County 2013 CAF Fee
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DVJ Feb 2015	1,100.00	Legal support for Feb 2015
Franco San Miguel	FRANCISCO J SANMIGUEL	FS Feb 2015	1,750.00	IT and Technical Support for Tolls Feb 2015
McCarthy	McCarthy Building Companies, Inc	023	892,380.94	Construction on West Rail
Michelle Lopez	Michelle Lopez	ML Cell Feb 2015	100.00	Cell phone reimbursment Feb 2015
Reliant	Reliant	131003680750	11.91	Utilities on 3461 Carmen Ave
RGV Spotlight	RGV Spotlight	INV-0A12955B	257.52	Signs for new Rancho Viejo Office
RGV Spotlight	RGV Spotlight	INV-0A12956B	500.00	Marketing Services for Feb 2015
S&B	S&B Infrastructure, LTD	U1965-24	0.25	Construction Mgmt on SH550 Jan 2015
S&B	S&B Infrastructure, LTD	U1965-25	26,443.25	Construction Management on SH550 Feb 2015
Sullivan Public Affa	Sullivan Public Affairs	CC022015	7,500.00	Government relations consulting February 2015
Terminex	Terminex	342140742	10.46	Pest Control on Rancho Viejo Office
TML Emp Health	TML Intergovernmental Employee Benefits Pool	494415	3,426.62	Monthly employee health benefits - March 2015
TXU	TXU Energy	054851453278	518.78	Utilities on SH550
Union Pacific	Union Pacific Railroad Company	90049338	75,752.62	Labor Adjustment for Union Pacific on Olmito Switchyard proj
Veritext	Veritext	TX2239807	598.40	Transcript services for West Rail ROW RECL case
Xerox	Xerox	078034620	457.89	Copier lease for Feb 2015
ZIEGNER	ZIEGNER TECHNOLOGIES	102842	402.00	Hosting of Accounting software for April 2014
Report Total			1,027,977.31	

**2-B CONSIDERATION AND APPROVAL OF THE SECOND AMENDMENT  
TO THE SH 550 FUNDING AND DEVELOPMENT AGREEMENT  
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY**



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

STATE OF TEXAS	§
	§
COUNTY OF CAMERON	§

This Second Amendment to the SH 550 Funding and Development Agreement (the "Second Amendment") is entered into as of the 5th day of March, 2015, 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" together with the 550 Agreement, the "Agreement") to provide funding for the SH 550 Direct Connector Transportation Project; and

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

**WHEREAS**, the Authority and the County have determined that additional funds are required to complete the Project and that it is in the best interest of both parties for the County to issue and make available to the Authority proceeds from the sale of additional "Additional Completion Bonds" in an amount up to \$4,500,000; and

**WHEREAS**, the issuance of additional bonds to provide for completion of the Project is specifically contemplated by Section 3.04 of the Agreement; and

**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 Additional Completion Bonds and to make the proceeds of the Additional Completion Bonds available to the Authority for use in connection with the Project, 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

### DEFINITIONS

Section 1.01 is amended by amending subsections (k) and (m) 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 and March 15, 2015, relating to the Bonds and the Completion Bonds.

(m) “*Completion Bonds*” means bonds to be issued by the County under provisions of the Authorizing Law in an aggregate amount up to \$9,500,000, being comprised of up to \$5,000,000 in bonds issued pursuant to the First Amendment, and up to \$4,500,000 in bonds issued pursuant to this Second Amendment, all with a maximum term of no more than 30 years from the date of issuance.

## ARTICLE III

### OBLIGATIONS OF THE COUNTY AND THE AUTHORITY

Section 3.01 (a) and (b) 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. The County may, in its sole discretion, secure payment of the Bonds and Completion 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 and the Second 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 and Completion 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 and Completion Bonds, respectively (and in the same proportions), which is presumed (unless otherwise stated in the documents governing the issuance of the Bonds or Completion 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 and Completion 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 and/or Completion 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.

#### ARTICLE IV

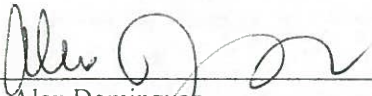
#### MISCELLANEOUS PROVISIONS

Any provision of the 550 Agreement or the First Amendment not amended by this Second 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 Second Amendment, in which cases such additional changes shall be made for the limited purpose so stated.

*[Signature page follows]*

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

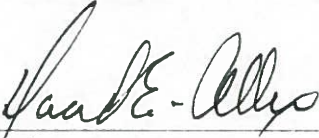
**CAMERON COUNTY, TEXAS**

By:   
Name: Alex Dominguez  
Title: County Judge Pro-Tem

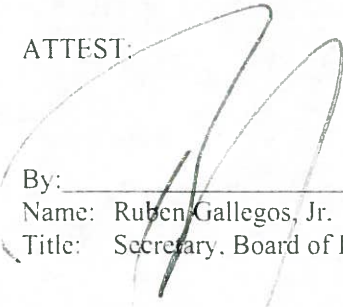
ATTEST:

By:   
Name: Sylvia Lopez Perez  
Title: County Clerk  
  
(SEAL)

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

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

ATTEST:

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

Signature Page to the Second Amendment to the  
SH 550 Funding and Development Agreement