

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 14th day of October 2013, 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:

DAVID E. ALLEX
CHAIRPERSON

DIRECTOR

DAVID N. GARZA
DIRECTOR

NAT LOPEZ
DIRECTOR

DIRECTOR

HORACIO BARRERA
DIRECTOR

MARK ESPARZA
DIRECTOR

Secretary

RUBEN GALLEGOS, JR.
ABSENT

MICHAEL SCAIEF
ABSENT

ABSENT

The meeting was called to order by Chairman David E. Allex, 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 11th day of October 2013 at 10:06 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 W. Expressway 77
San Benito, TX 78586**

Monday, October 14, 2013

12:00 Noon

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 11, 2013 at 10:06A

PUBLIC COMMENTS:

1. Public Comments

Joe G Rivera
County Clerk
By
Hilda Perez, Deputy
Cameron County

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 8, 2013 – Special Meeting**
 - B. Consideration and Approval of the Financials for the Month of September 2013**
 - C. Consideration and Approval of Resolution Terminating Interim West Loop Project Development Agreement and to approve First Amendment to Financial Assistance Agreement**
 - D. Consideration and Approval of Resolution requesting Toll Equity Funds from the Texas Department of Transportation (TxDOT) for the SPI 2nd Access Project (\$5,100,000) and the Outer Parkway Project (\$5,000,000) and request from TxDOT that Financial Assistance Agreements for the SPI 2nd Access Project and Outer Parkway Project be prepared**

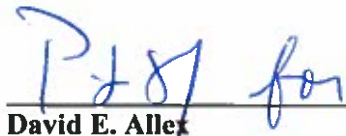
ITEMS FOR DISCUSSION AND ACTION:

3. Action Items

A. Approval of Claims

ADJOURNMENT:

Signed this 11th day of October 2013



David E. Alex
Chairman

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 8, 2013 – Special Meeting

2-B Consideration and Approval of Financials for the Month of September 2013

The Report is as follows:

2-C Consideration and Approval of Resolution Terminating Interim West Loop Project Development Agreement and to approve First Amendment to Financial Assistance Agreement

The Resolution and Agreement is as follows:

2-D Consideration and Approval of Resolution requesting Toll Equity Funds from the Texas Department of Transportation (TxDOT) for the SPI 2nd Access Project (\$5,100,000) and the Outer Parkway Project (\$5,000,000) and request from TxDOT that Financial Assistance Agreement for the SPI 2nd Access Project and Outer Parkway Project be prepared

The Resolution is as follows:

Mr. Pete Sepulveda, Jr., RMA Executive Director, introduced Items 2C and 2D and explained to the Board the purpose of the Resolutions. Mr. Sepulveda stated that in 2007 the Cameron County Regional Mobility Authority (CCRMA) received \$12.4 million from the Texas Department of Transportation (TxDOT) to develop the West Loop Project as a Toll Project. However, in 2012 the Brownsville MPO had taken the Project out of the MTP and the CCRMA could no longer develop the Toll Project unless it was placed back on the MTP. Mr. Sepulveda stated that according to the CCRMA Attorney Mr. Brian Cassidy with LockeLord, the approximately \$2,244,000 used for environmental, schematic and public involvement activities would not have to be paid back to TxDOT. All those documents would be submitted to TxDOT for their records. In the event that a Project either tolled or non-tolled would be placed back on the MTP, those documents would be able to be used and updated for that particular Project. Mr. Sepulveda mentioned that there was a Claim for HNTB to close out that Project. Mr. Sepulveda also mentioned that once the Project is

closed any future Project, tolled or non-tolled will have to start from the beginning. The Board requested that the MPO be made aware of the Board's action. Mr. Sepulveda mentioned that previously the Board had approved a Resolution requesting funds for 3 different Projects and that the Resolution now needed to read 2 Projects, SPI 2nd Access at \$5.1 million and Outer Parkway at \$5 million. The item will be on the October and November Texas Transportation Commission meeting.

Director Lopez moved to approve Consent Items 2-A through 2-D. The motion was seconded by Director Garza and carried unanimously.

ACTION ITEMS

3-A Approval of Claims

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

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

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

The Claims are as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Garza seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:15 P.M.

APPROVED this 25th day of October 2013.



CHAIRMAN DAVID E. ALLEX

ATTESTED: 

SECRETARY RUBEN GALLEGOS, JR.

**2-B CONSIDERATION AND APPROVAL OF THE FINANCIALS FOR THE
MONTH OF SEPTEMBER 2013**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Combined Statement of Net Assets

September 30, 2013

(UNAUDITED)

Assets:	2013
Current assets:	
Cash and cash equivalents	\$ 2,113,986
Accounts Receivable	367,332
Prepaid expenses	-
Due from other agencies	1,189,091
Total current assets	3,670,409
Restricted assets:	
Debt reserve	7,296,194
Bond Proceeds in Trust	30,916,898
Reserve for Rate Stabilization	400,000
Restricted Cash	124,550
Total restricted assets	38,737,642
Capital Assets: CWIP	
CWIP/Bond Series 2010A	9,701,481
CWIP/Bond Series 2010B	10,856,610
CWIP/Bond Series 2012 SH 550	12,522,029
SPI 2nd. Causeway	1,736,644
West Loop	2,247,362
SPI 2nd. Access, Eng., Env.	4,100,713
Total capital assets CWIP	41,164,839
Other Assets: CWIP	37,547,688
Capital Assets: Other(Net of Depreciation)	3,131,353
Total assets	<u>\$124,251,931</u>
Liabilities:	
Current liabilities:	
Accounts payable	\$ -
Due to other Entities	250,000
Due to other Funds	-
Deferred Revenue	120,649
Total current liabilities	370,649
Long term liabilities:	
Bonds Payable/Series 2010A,2010B, and 2012 SH550	68,380,000
Less: Unamortized discount and issue cost	(1,379,715)
Unamortized premium	4,534,905
Aid from Other Gov/SPI 2nd Causeway	1,736,644
Aid from Other Govt./West Loop	2,244,589
Aid from Other Govt./SPI 2nd Access, Eng., Env.	3,908,748
Aid from Other Govt./West Rail Relocation	20,581,404
Aid from Other Govt./Olmito Switchyard	11,042,750
Aid from Other Govt./Olmito RIP Facility	-
Total long term liabilities	111,049,325
Total liabilities	111,419,974
Net assets:	
Contributed Capital	-
Net Assets	12,831,957
Total net assets	<u>12,831,957</u>
Total liabilities and net assets	\$124,251,931

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AS OF 09/30/2013
Combined Statement of Revenues & Expenditures
(UNAUDITED)

	2013	
<u>OPERATING REVENUES</u>		
RMA Fees	\$ 2,731,642	
SH 550 Toll Revenue	169,923	
State Revenue - TX Dot	7,212,486	
Interest Income	6,275	
TOTAL OPERATING REVENUES		\$ 10,120,326
<u>OPERATING EXPENSES</u>		
Office Supplies	2,026	
Contingencies	-	
Accounting	18,000	
Professional Services	6,334	
Postage	109	
Travel	46,808	
Advertising	8,911	
Printing & Binding	59	
Bonds	1,038	
Data Processing	4,030	
Education & Training	2,635	
Aid to other Governments	-	
Dues and Memberships	44,026	
Contractual	328,796	
Liability Insurance	3,001	
Debt Retirement	1,110,000	
Debt Interest	743,042	
Fiscal Agent Fees	13,604	
Image Review	23,477	
TOTAL OPERATING EXPENSES		2,355,896
DEVELOPMENT PROGRAMS		
Strategic Plan Development	-	
Public Involvement & Outreach	-	
West Rail Relocation	131,935	
FM 803 EA & PS&E	24,459	
US 77 PS&E	22,736	
SH 550 Toll	49,299	
PDA Coordination & Negotiation Support	-	
Olmito Yard PS & E	-	
TOTAL NON CWIP EXPENDITURES		228,429
CHANGE IN NET ASSETS		7,536,001
TOTAL NET ASSETS - Beginning of Year (restricted)		5,295,956
TOTAL NET ASSETS - End of Year (restricted)		\$ 12,831,957

**2-C CONSIDERATION AND APPROVAL OF RESOLUTION
TERMINATING INTERIM WEST LOOP PROJECT DEVELOPMENT
AGREEMENT AND TO APPROVE FIRST AMENDMENT TO
FINANCIAL ASSISTANCE AGREEMENT**

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 14TH DAY OF OCTOBER 2013, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) CONVENED IN SPECIAL SESSION AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE BOARD AGENDA, TO WIT:

“CONSIDERATION AND APPROVAL OF RESOLUTION TERMINATING INTERIM WEST LOOP PROJECT DEVELOPMENT AGREEMENT AND TO APPROVE FIRST AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT ”

WHEREAS, on June 29, 2006 the Texas Transportation Commission approved an award to the CCRMA by Texas Department of Transportation (TxDOT) of financial assistance for the West Loop Project; and

WHEREAS, on August 15, 2006, CCRMA and the Texas Department of Transportation (TxDOT) entered into a Financial Assistance Agreement (FAA) that sets forth terms and conditions related to the financial assistance; and

WHEREAS, on March 8, 2007 CCRMA and the TxDOT entered into a West Loop Project Interim Project Development Agreement that set forth terms and conditions related to the development of the West Loop Project; and

WHEREAS, the West Loop Project has now been cancelled and will not be developed by the CCRMA; and

WHEREAS, in accordance with the terms of the Interim Project Development Agreement, the Parties hereto now desire to terminate the Interim Project Development Agreement; and

WHEREAS, the CCRMA Board of Directors hereto also requests that the FAA be amended to remove all references to the West Loop Project.

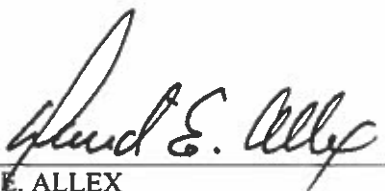
NOW, THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility Authority has granted its Approval of the Resolution and requests the Texas Department of Transportation to terminate the Interim Project Development Agreement and to approve the First Amendment of the FAA.

Passed, Approved and Adopted on this 14th day of October, 2013.

Attest:



RUBEN GALLEGOS, JR.
CCRMA SECRETARY



DAVID E. ALLEX
CCRMA CHAIRMAN

**TERMINATION OF
WEST LOOP PROJECT
INTERIM PROJECT DEVELOPMENT AGREEMENT
(Cameron County; CSJ: 0921-06-184)**

THIS TERMINATION OF WEST LOOP PROJECT INTERIM PROJECT DEVELOPMENT AGREEMENT (this "Termination Agreement") is entered into as of the latest date signed by the parties below, by and between the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas ("TxDOT"), and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision (CCRMA").

WITNESSETH:

WHEREAS, TxDOT and CCRMA entered into that certain West Loop Project Interim Project Development Agreement dated as of March 8, 2007 ("PDA") which set forth certain terms and conditions related to the development of the West Loop Project;

WHEREAS, the West Loop Project has now been cancelled and will not be developed by CCRMA;

WHEREAS, pursuant to Section 5 of the PDA, the PDA may be terminated by written mutual agreement and consent of the parties; and

WHEREAS, in accordance with the terms of the PDA, the parties hereto now desire to terminate the PDA, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Termination. The parties hereby terminate the PDA, and the PDA is of no further force or effect.

2. Release. The parties and each of their respective successors and assigns, hereby forever release and discharge the other, and their successors and assigns, affiliates, officers, directors, shareholders, attorneys, agents or employees from any and all liabilities, obligations, debts, claims, actions, causes of action or demands whatsoever which either party ever had, now has, or can, shall or may have, directly or indirectly, against the other or any of its respective officers, directors, shareholders, affiliates, attorneys, agents or employees arising out of any matters whatsoever relating to the PDA.

3. Entire Agreement. This Termination Agreement represents the entire understanding and agreement between the parties, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties, with respect to the termination of the PDA.

4. Successors and Assigns. All of the terms and provisions of this Termination Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns, whether so expressed or not.

5. Counterparts. This Termination Agreement may be executed in any number of counterparts, each of which upon execution and delivery shall be considered an original for all purposes; provided, however, all such counterparts shall, together, upon execution and delivery, constitute one and the same instrument.

6. Governing Law. This Termination will be governed by and construed in accordance with the laws of the State of Texas, without respect to conflicts of law principles.

This Agreement shall be effective as of the date both parties have executed this Agreement.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Phil Wilson, Executive Director

Date: _____

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

By: _____
Chairman

Date: _____

FIRST AMENDMENT
to
FINANCIAL ASSISTANCE AGREEMENT

This First Amendment to Financial Assistance Agreement (this "Amendment") is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Cameron County Regional Mobility Authority, a political subdivision ("CCRMA").

RECITALS

WHEREAS, TxDOT and CCRMA entered into a Financial Assistance Agreement dated as of August 15, 2006 (the "FAA") by which TxDOT agreed to provide financial assistance to the CCRMA for the West Loop project and the Second Causeway project (as those projects are described in the FAA) under the terms and conditions set forth therein; and

WHEREAS, the West Loop project has been terminated and will no longer be developed by the CCRMA, and the Second Causeway project is ongoing; and

WHEREAS, the parties now desire to amend the FAA to remove all references to the West Loop project;

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties agree as follows:

1. Project. The term "Project" as used in the FAA shall mean the Second Causeway project.

2. Section 1. Section 1 of the FAA is hereby deleted in its entirety and replaced with the following:

"TxDOT will provide financial assistance to the CCRMA in an amount of up to \$9.2 million for the Second Causeway project. The funds will come from TxDOT's preliminary engineering funds allocated to the Pharr District. The financial assistance is to be used for the further study and development of the Project, including the costs of environmental studies, design and engineering services necessary for project development, traffic and revenue studies as needed, public education and outreach activities, other permissible project related costs, and legal and financial advisory services. Costs payable through the financial assistance are limited to the salaries and other direct costs described in Attachment A to this Agreement that are incurred during the course of Project related work performed by CCRMA staff and legal, financial, engineering, and other consultants, as well as incidental administrative and other expenses of the indirect overhead of the Authority, provided that (a) only those direct and indirect costs determined to be reasonable and allowable under OMB Circular A-87 may be reimbursed (b) the amount of indirect costs to be reimbursed in a month will be determined by multiplying the percentage of direct costs on the applicable Project to total costs in that month by the amount of indirect costs, and (c) in the event the CCRMA subsequently receives additional financial assistance from TxDOT related to other projects the aggregate of incidental expenses

and indirect overhead allocations may not exceed 100% of those expenses.”

3. Sections 3, 9, 10 and 11. Sections 3, 9, 10 and 11 are each hereby amended to replace the term “Projects” wherever it appears in such sections with the term “Project.”

4. Section 5. Section 5 is hereby amended to (a) replace the term “each of the Projects” with the term “Project,” and (b) delete the last sentence of Section 5 in its entirety.

5. Section 6. Section 6 is hereby deleted in its entirety and replaced with the following:

“In the event the Project is not developed by the CCRMA, all work product associated with the Project and procured with funds granted under this Agreement shall, at TxDOT's request, be transferred to the department, along with all right, title and interest in and to such work product.”

6. Section 7. Section 7 is hereby amended to replace the phrase “either of the Projects” with the phrase “the Project.”

7. Section 8. Section 8 is hereby amended to replace the phrase “either Project” with the phrase “the Project.”

8. Transfer of Work Product for West Loop Project. CCRMA agrees to transfer all work product associated with the West Loop project and procured with funds granted under the FAA to TxDOT, along with all right, title and interest in and to such work product, within 30 days of the date of this Agreement.

9. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meaning given to them in the FAA.

10. Ratification. Except as expressly amended by this Amendment, the FAA shall remain in full force and effect.

This Amendment shall be effective as of the date both parties have signed below.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Phil Wilson, Executive Director

Date: _____

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

By: _____
David F. Allex, Chairman

Date: _____

ORIGINAL

WEST LOOP PROJECT INTERIM PROJECT DEVELOPMENT AGREEMENT (Cameron County; CSJ: 0921-06-184)

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Cameron County Regional Mobility Authority, a political subdivision ("CCRMA" or the "Authority"), for the purpose of facilitating certain project development activities in connection with the proposed West Loop Project.

WITNESSETH

WHEREAS, on June 15, 2004, Cameron County petitioned the Texas Transportation Commission (the "Commission") for authorization to form the Cameron County Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and

WHEREAS, in Minute Order No. 109788 adopted by the Commission on September 30, 2004, the Commission authorized the creation of the Authority; and

WHEREAS, the Authority now operates pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 Tex. Admin Code §26.01 et seq. (the "RMA Rules"), as well as its own policies and procedures; and

WHEREAS, on or about February 28, 2006, the CCRMA submitted a request, pursuant to 43 Tex. Admin Code §27.50 et seq. (the "Financial Assistance Rules"), for financial assistance to fund certain development costs of the West Loop Project, which will consist of a 7.25 mile toll road within the current right of way of the Union Pacific Railroad beginning at US 77/83 and extending south to Palm Boulevard in the City of Brownsville; and

WHEREAS, on April 27, 2006, and June 29, 2006, the Commission, pursuant to its constitutional and statutory authority and the Financial Assistance Rules, gave preliminary and final approval to the award by TxDOT of financial assistance in an amount not to exceed \$ 12.4 million, in the form of a loan, for the further study and development of the West Loop Project, including the costs of certain design and engineering services necessary for project development, environmental studies, traffic and revenue studies as needed, public education and outreach activities, other permissible project related costs, and legal and financial advisory services; and

WHEREAS, in Minute Order No. 110568, the Commission authorized the Executive Director to enter into a financial assistance agreement with the CCRMA; and

WHEREAS, on July 13, 2006, the CCRMA Board of Directors accepted the award of financial assistance and authorized the Chairman to enter into a financial assistance agreement with TxDOT; and

WHEREAS, effective August 15, 2006, a Financial Assistance Agreement ("FAA") was executed on behalf of TxDOT and the CCRMA setting forth the terms and conditions for the use of the funds to be made available for the West Loop Project; and

WHEREAS, one condition of the FAA is that the Authority shall not begin the development of a schematic or the performance of any other design work for the West Loop Project until a project development agreement is executed by TxDOT and the CCRMA; and

WHEREAS, because various financial and other issues are under consideration for the funding and development of the West Loop Project, and because the resolution of those issues will depend on design and related cost estimates, it is necessary to proceed with design related work in advance of executing a final project development agreement; and

WHEREAS, the parties intend that this Interim Project Development Agreement shall satisfy the requirement in the FAA that an agreement be in place prior to the development of a schematic and the performance of any other design work.

AGREEMENT

Now, therefore, in consideration of these premises and of the mutual covenants and agreements of the parties hereto, and for good and other valuable consideration, TxDOT and the Authority agree as follows:

1. Authorization for Development of Schematic Design and Environmental Document

The Authority is authorized to commence and direct the performance of work related to development of the schematic design and environmental document for the West Loop Project, subject to the terms of this Agreement. The Authority shall provide TxDOT with the schematic design and environmental document for TxDOT's review, and shall make such changes to said schematic design and environmental document as TxDOT determines are necessary to comply with the design and environmental clearance criteria prescribed in this Agreement.

TxDOT, through its Pharr District, has designated an engineer to oversee the schematic design and environmental work, who will be assisted by other TxDOT personnel. The Authority (and its consultants) and TxDOT (through the designated engineer) agree to work together and in good faith to expeditiously advance the schematic design and environmental work and to facilitate prompt reviews through the standard TxDOT review process. During the development of the schematic and environmental document, TxDOT personnel will participate in over-the-shoulder reviews and workshops to provide comments. TxDOT comments and changes to such schematic design and environmental work will be documented in meeting minutes or other documents.

When the schematic design is complete, the Authority shall submit to the TxDOT engineer the information identified in 43 TEX. ADMIN. CODE § 27.56(c)(2). The TxDOT engineer and other TxDOT representatives will review and provide comments on the design package to the

Authority. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT.

The environmental document developed by the Authority for the West Loop Project must ensure all EPIC requirements, as defined in 43 Tex. Admin Code §27.51(6), are adequately addressed. In addition, the Authority shall be responsible for compliance with all Federal and State laws regarding EPIC requirements applicable to the West Loop Project. When completed, the environmental document shall be submitted to the TxDOT engineer, who will review and provide comments back to the Authority. In the event TxDOT withholds approval of the environmental document, it shall notify the Authority of the reasons therefore. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT.

Schematic design developed by the Authority for the West Loop Project must be in compliance with either the latest version of TxDOT's design manuals, as defined in 43 Tex. Admin Code §27.51, or, in the absence of applicable TxDOT standards in the design manuals, with the latest version of the American Association of State Highway and Transportation Officials ("AASHTO") standards, as described in 43 Tex. Admin Code §27.56(b)(1), provided that the Authority may request exceptions to design criteria subject to the approval of the Executive Director of TxDOT pursuant to 43 Tex. Admin. Code §27.56(b)(2). For purposes of this Agreement, the latest versions of the design manuals and AASHTO standards are those in effect on the date that a process is initiated to procure construction services for the project.

2. No Final Design or Plans, Specification, and Estimate (PS&E) Development Authorized

Notwithstanding the authorization to begin schematic design and preparation of the environmental document as described above, the Authority shall not commence the process for procuring engineering services for final design and preparation of PS&E until a final Project Development Agreement is executed by the parties or until TxDOT otherwise consents, in writing, to such activity.

3. No Construction Authorized

Notwithstanding the authorization to begin schematic design and development of the environmental document as described above, the Authority shall not commence the process for procuring construction services until a final Project Development Agreement is executed by the parties or until TxDOT otherwise consents, in writing, to such activity.

4. Responsibility for Design

The Authority acknowledges, and fully accepts its responsibilities for the design work performed pursuant to this Agreement and the FAA, including ensuring that all environmental permits, issues, and commitments are addressed in its project design. Neither TxDOT nor the Authority waves, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third

party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the authority.

5. Termination of Agreement

This Agreement may be terminated upon the occurrence of any of the following conditions:

- a. By written mutual agreement and consent of the parties hereto;
- b. By satisfactory completion of all responsibilities and obligations described herein;
or
- c. By the parties entering into a Project Development Agreement which supersedes this interim Agreement.

6. Successors and Assigns

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

7. Officials Not to Benefit

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof.

8. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

9. Written Amendments

Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

10. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by Certified or Registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Cameron County Regional Mobility Authority
c/o Alex & Associates International
P.O. Box 531300
Harlingen, Texas 78553
Attention: David E. Alex, Chairman

Texas Department of Transportation
Pharr District Office
600 West US 83 Expressway
P.O. Box 1717
Pharr, Texas 78577-1717
Attention: Mario Jorge, P.E., District Engineer

with copies to:

Locke Liddell & Sapp LLP
100 Congress Avenue, Suite 300
Austin, Texas 78701
Attention: C. Brian Cassidy

Texas Department of Transportation
Office of General Counsel
125 E. 11th Street
Austin, Texas 78701

11. Receipt of Notices

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

12. Limitations

All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

13. Sole Benefit

This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

14. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

15. Authorization

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. If and to the extent that any approval or action by the Governor of the State of Texas is required to effectuate or authorize any provision of this Agreement, TxDOT agrees that it will use all reasonable efforts to obtain said approval or action. Each signatory on behalf of TxDOT and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

16. Interpretation

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

This Agreement shall be effective as of the 8th day of March, 2007.

TEXAS DEPARTMENT OF TRANSPORTATION

By: M. W. Behrens
Michael Behrens, Executive Director

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

By: David E. Allex
David E. Allex, Chairman

2-D CONSIDERATION AND APPROVAL OF RESOLUTION REQUESTING TOLL EQUITY FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR THE SPI 2ND ACCESS PROJECT (\$5,100,000) AND THE OUTER PARKWAY PROJECT (\$5,000,000) AND REQUEST FROM TxDOT THAT FINANCIAL ASSISTANCE AGREEMENTS FOR THE SPI 2ND ACCESS PROJECT AND OUTER PARKWAY PROJECT BE PREPARED

**THE STATE OF TEXAS
COUNTY OF CAMERON**

RESOLUTION

BE IT RESOLVED THAT ON THE 14TH DAY OF OCTOBER 2013, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) CONVENED IN SPECIAL SESSION AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE BOARD AGENDA, TO WIT:

“CONSIDERATION AND APPROVAL OF RESOLUTION REQUESTING TOLL EQUITY FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SPI 2ND ACCESS PROJECT (\$5,100,000) AND THE OUTER PARKWAY PROJECT (\$5,000,000) AND REQUEST FROM TXDOT THAT FINANCIAL ASSISTANCE AGREEMENTS FOR THE SPI 2ND ACCESS PROJECT AND OUTER PARKWAY PROJECT BE PREPARED”

WHEREAS, on July 24, 2013 the CCRMA Board of Directors passed a Resolution requesting that TxDOT fund \$4.2 million for the SPI 2nd Access Project, \$4 million for the Outer Parkway Project and \$2 million for the Brownsville Direct Connector Project; and

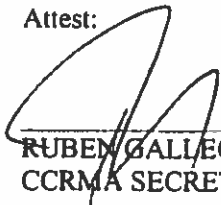
WHEREAS, the CCRMA Board of Directors is hereby changing the action taken by the Board on July 24, 2013 and now hereby requests the assistance of TxDOT in funding \$5.1 million for the SPI 2nd Access Project, and \$5.0 million for the Outer Parkway Project; and

WHEREAS, the CCRMA has found it necessary that the CCRMA and TxDOT enter into Financial Assistance Agreements for the SPI 2nd Access Project and the Outer Parkway Project.

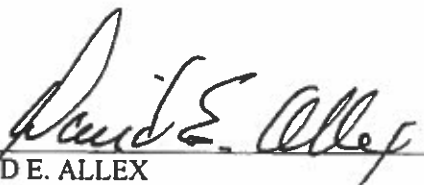
NOW, THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility Authority has granted its Approval of the Resolution and requests the Texas Department of Transportation fund Toll Equity Funds for the SPI 2nd Access Project (\$5,100,000) and the Outer Parkway Project (\$5,000,000) and request from Texas Department of Transportation that Financial Assistance Agreements for the SPI 2nd Access Project and the Outer Parkway Project be prepared.

Passed, Approved and Adopted on this 14th day of October, 2013.

Attest:



RUBEN GALLEGOS, JR.
CCRMA SECRETARY



DAVID E. ALLEX
CCRMA CHAIRMAN

3-A APPROVAL OF CLAIMS



MEMORANDUM

TO: CCRMA Board of Directors
FROM: Pete Sepulveda, Jr., Executive Director *PSJ*
DATE: October 14, 2013
SUBJ: Claims – Item 3A

Attached is a Statement of Revenue, Expenditures and Changes in Net Assets, Balance Sheet and Capital Project in Progress from 10.1.13 through 10.31.13.

Also attached are the Claims being presented for consideration and payment.

The Claims include:

- **Invoices for Contract Services**
- **HNTB Invoice for Work Authorization 7 for the West Loop Project (to close out Project)**
- **The Lucio III Group for SH 550 Legal Services**
- **Bank of New York Mellon for Bond Payments**

I recommend approval of the claims.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Invoices Selected for Payment - Claims to be Paid

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Invoice/Credit Description</u>
Blanca C. Betancourt	Blanca C. Betancourt	Blanca 10-11	2,000.00	Contract Services for Oct-1 to Oct-11
BNY	Bank of New York Mellon	October BNY Pmt	187,831.51	BNY 2010 A&B Bond Payments
HNTB	HNTB CORPORATION	82-40619-PL-007	28,438.64	HNTB WA 7 West Loop Payable
Lizbeth J. Ponce	Lizbeth J. Ponce	Liz 10-25	1,200.00	Contract Services for Liz Ponce from 10-14 to 10-25
Lucio III	The Lucio III Group	Lucio III	1,747.50	Legal Services for SH550 Cause NO. 2012-DCL-7332-I
Report Total			221,217.65	

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Invoices Selected for Payment - Claims to be Paid

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Invoice/Credit Description</u>
Blanca C. Betancourt	Blanca C. Betancourt	Blanca 10-11	2,000.00	Contract Services for Oct-1 to Oct-11
BNY	Bank of New York Mellon	October BNY Pmt	187,831.51	BNY 2010 A&B Bond Payments
HNTB	HNTB CORPORATION	82-40619-PL-007	28,438.64	HNTB WA 7 West Loop Payable
Lizabeth J. Ponce	Lizabeth J. Ponce	Liz 10-25	1,200.00	Contract Services for Liz Ponce from 10-14 to 10-25
Lucio III	The Lucio III Group	Lucio III	1,747.50	Legal Services for SH550 Cause NO. 2012-DCL-7332-I
Report Total			<u>221,217.65</u>	

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report
From 10/1/2013 Through 10/31/2013
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Operating Revenues				
Vehicle registration fees	0	0	2,800,000	(2,800,000)
Toll revenues	0	0	200,000	(200,000)
TRZ revenue	0	0	300,000	(300,000)
Other revenue	4,000,040	4,000,040	0	4,000,040
Total Operating Revenues	<u>4,000,040</u>	<u>4,000,040</u>	<u>3,300,000</u>	<u>700,040</u>
Operating Expenses				
Personnel costs	0	0	571,800	571,800
Professional services	0	0	25,000	25,000
Contractual services	4,400	4,400	225,000	220,600
Debt interest	124,082	124,082	4,061,700	3,937,618
Project expenses	0	0	160,000	160,000
Advertising & marketing	0	0	45,000	45,000
Data processing	0	0	10,000	10,000
Dues & memberships	0	0	9,500	9,500
Education & training	0	0	11,000	11,000
Fiscal agent fees	0	0	15,000	15,000
Insurance	0	0	10,000	10,000
Office supplies	0	0	5,000	5,000
Road maintenance	0	0	150,000	150,000
Rent	0	0	5,000	5,000
Toll services	0	0	50,000	50,000
Travel	0	0	40,000	40,000
Total Operating Expenses	<u>128,482</u>	<u>128,482</u>	<u>5,394,000</u>	<u>5,265,518</u>
Changes in Net Assets	<u>3,871,558</u>	<u>3,871,558</u>	<u>(2,094,000)</u>	<u>5,965,558</u>
Net Assets Beginning of Year	<u>16,286,945</u>	<u>16,286,945</u>	<u>0</u>	<u>16,286,945</u>
Net Assets End of Year	<u>20,158,503</u>	<u>20,158,503</u>	<u>(2,094,000)</u>	<u>22,252,503</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Projects in Progress - Unposted Transactions Included In Report
From 10/1/2013 Through 10/31/2013
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Capital Projects				
Indirect	1000	0	75,000	75,000
South Padre Island 2nd Access	2000	0	5,200,000	5,200,000
Outer Parkway	2050	0	2,500,000	2,500,000
West Rail Relocation	2100	0	5,000,000	5,000,000
SH 550	2200	1,748	34,450,000	34,448,253
SH 32 (East Loop)	2250	0	225,000	225,000
FM 803	2300	0	35,000	35,000
General Brant	2350	0	50,000	50,000
Port Isabel Access Rd	2400	0	300,000	300,000
Total Capital Projects	<u>1,748</u>	<u>1,748</u>	<u>47,835,000</u>	<u>47,833,253</u>