

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 14th day of December 2018, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

RUBEN GALLEGOS, JR.
DIRECTOR

HORACIO BARRERA
DIRECTOR

MICHAEL SCAIEF
DIRECTOR

MARK ESPARZA
DIRECTOR

NAT LOPEZ
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR

ABSENT

ABSENT

ABSENT



The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 11th day of December 2018 at 9:58 A.M.





IMPROVING MORE THAN JUST ROADS

AGENDA

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

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

December 14, 2018

12:00 Noon

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Dec 11, 2018 at 09:58A
Document Number: 00000561
Sylvia Garza-Perez
County Clerk
By
Melissa Doniaz, Deputy
Cameron County

PUBLIC COMMENTS:

1. Public Comments.

PRESENTATIONS:

2. Presentations.
 - A. Presentation by Halff & Associates regarding remodeling options for CCRMA Offices.
 - B. Presentation on the Status of Cameron County Regional Mobility Authority Projects.

CONSENT ITEMS:

3. 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:

November 15, 2018 – Special Meeting.

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items.

- A. Approval of Claims.

- B. Consideration and Approval of the Financial Statements and Budget Amendments for the month of October 2018.**
- C. Discussion and Possible Action regarding placing Bond Debt Service Funds currently held at Bank of New York Mellon in interest bearing accounts.**
- D. Consideration and Approval of Work Authorization No. 06 with S&B Infrastructure for a Traffic and Revenue Study and an Origin and Destination Study for the future Flor de Mayo International Bridge.**
- E. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs.**
- F. Discussion and Possible Action regarding the Texas Department of Transportation Category 12 Funds.**
- G. Consideration and Approval of an Advanced Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the FM 509 Project and approval of corresponding Resolution.**

EXECUTIVE SESSION:

5. Executive Session.

- A. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- B. Confer with Legal Counsel regarding legal issues with an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- C. Confer with Legal Counsel regarding potential collaborative relationship with the Central Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- D. Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- E. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).**

6. Action Relative to Executive Session.

- A. Possible Action.**
- B. Possible Action.**

C. Possible Action.

D. Possible Action.

E. Possible Action.

ADJOURNMENT:

Signed this 11th day of December 2018.

A handwritten signature in black ink, appearing to read "Frank Parker, Jr.", written over a horizontal line.

**Frank Parker, Jr.
Chairman**

NOTE:

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

PUBLIC COMMENTS

1 PUBLIC COMMENTS

Mr. Alfonso Vallejo, Brownsville MPO Deputy Director went over the Brownsville MPO Newsletter and the New Passenger Terminal Information flyer for the Brownsville/South Padre Island International Airport.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation by Halff & Associates regarding remodeling options for CCRMA Offices.

Mr. Mike Buillon with Halff & Associates went over a Power Point Presentation regarding options for the Cameron County Regional Mobility Authority Offices.

Director Scaief moved to acknowledge the Presentation by Halff & Associates regarding remodeling options for Cameron County Regional Mobility Authority Offices. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Presentation is as follows:

2-B Presentation on the Status of Cameron County Regional Mobility Authority Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Power Point Presentation on the Status of Cameron County Regional Mobility Projects.

Vice Chair Gallegos moved to acknowledge the Presentation as presented. The motion was seconded by Director Scaief and carried unanimously.

The Presentation is as follows:

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

3-A Consideration and Approval of the Minutes for:

November 15, 2018 – Special Meeting.

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item.

Director Esparza moved to approve the minutes for November 15, 2018 Special Meeting. The motion was seconded by Director Villegas and carried unanimously.

ACTION ITEMS

4-A Approval of Claims.

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

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims and presented into the record.

Director Scaief moved to approve the Claims as presented. The motion was seconded by Secretary Barrera and carried as follows:

NOTE: Director Scaief and Director Esparza abstained and did not participate in the discussion on Texas Regional Bank Claims.

AYE: Chairman Parker, Vice Chair Gallegos, Secretary Barrera, Director Lopez and Director Villegas.

NAY: None.

ABSTAINED: Directors Scaief and Esparza abstained on Texas Regional Bank Claims.

The Claims are as follows:

4-B Consideration and Approval of the Financial Statements and Budget Amendments for the month of October 2018.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements for the month of October 2018 and presented them into the record.

Secretary Barrera moved to approve the Financial Statements as presented. The motion was seconded by Director Lopez and carried unanimously.

The Financial Statements are as follows:

4-C Discussion and Possible Action regarding placing Bond Debt Service Funds currently held at Bank of New York Mellon in interest bearing accounts.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item and explained to the Board the reason for placing Bond Debt Service Funds into interest bearing accounts. (See attached Memo)

Secretary Barrera moved to approve placing Bond Debt Service Funds currently held at Bank of New York Mellon in interest bearing accounts. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Memo is as follows:

4-D Consideration and Approval of Work Authorization No. 06 with S&B Infrastructure for a Traffic and Revenue Study and an Origin and Destination Study for the future Flor de Mayo International Bridge.

Mr. Pete Sepulveda, RMA Executive Director went over the item and explained to the Board the need for the Work Authorization. Mr. Sepulveda mentioned this would be incorporated into the Feasibility Study for Flor de Mayo Bridge.

Director Esparza moved to approve Work Authorization No. 06 with S&B Infrastructure for a Traffic and Revenue Study and an Origin and Destination Study for the future Flor de Mayo International Bridge. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Work Authorization is as follows:

4-E Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board that Cameron County was interested in using our Consultant for the Legislative Session. The County will consider an Interlocal Agreement with the Cameron County Regional Mobility Authority to utilize the CCRMA's Consultant. The County will fund their portion of the costs.

Director Lopez moved to approve the Agreement. The motion was seconded by Secretary Barrera and carried unanimously.

The Agreement is as follows:

4-F Discussion and Possible Action regarding the Texas Department of Transportation Category 12 Funds.

Mr. Pete Sepulveda, RMA Executive Director went over the item and explained to the Board the need for reprogramming the CAT 12 Funds to the East Loop Project. Mr. Sepulveda also informed the Board that the Brownsville MPO will add an additional \$7M for SH 550 Gap II. (See attached memo)

Director Scaief moved to approve reprogramming CAT 12 Funds to the East Loop Project. The motion was seconded by Secretary Barrera and carried unanimously.

The Memo is as follows:

4-G Consideration and Approval of an Advanced Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the FM 509 Project and approval of corresponding Resolution.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and explained to the Board the need for the Advanced Funding Agreement. Mr. Sepulveda mentioned that a check in the amount of \$76,800.00 would need to be approved to pay the Texas Department of Transportation for Direct Expenses.

Vice Chair Gallegos moved to approve the Advanced Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the FM 509 Project and approval of corresponding Resolution and releasing the check to TxDOT in the amount of \$76,800.00. The motion was seconded by Secretary Barrera and carried unanimously.

The Agreement and Resolution are as follows:

EXECUTIVE SESSION ITEMS

Director Esparza made a motion at 12:49 P.M. to go into Executive Session. The motion was seconded by Vice Chair Gallegos and carried unanimously.

- 5-A **Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-B **Confer with Legal Counsel regarding legal issues with an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- 5-C **Confer with Legal Counsel regarding potential collaborative relationship with the Central Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- 5-D **Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- 5-E **Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).**

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

ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

- 6-A **Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

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

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- 6-B **Confer with Legal Counsel regarding legal issues with an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

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

6-C Confer with Legal Counsel regarding potential collaborative relationship with the Central Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).

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

6-D Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).

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

6-E Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).

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

ADJOURNMENT

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

APPROVED this 11th day of January 2018.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
HORACIO BARRERA, SECRETARY

**2-A PRESENTATION BY HALFF & ASSOCIATES REGARDING REMODELING
OPTIONS FOR CCRMA OFFICES.**

PROGRESS DRAWING



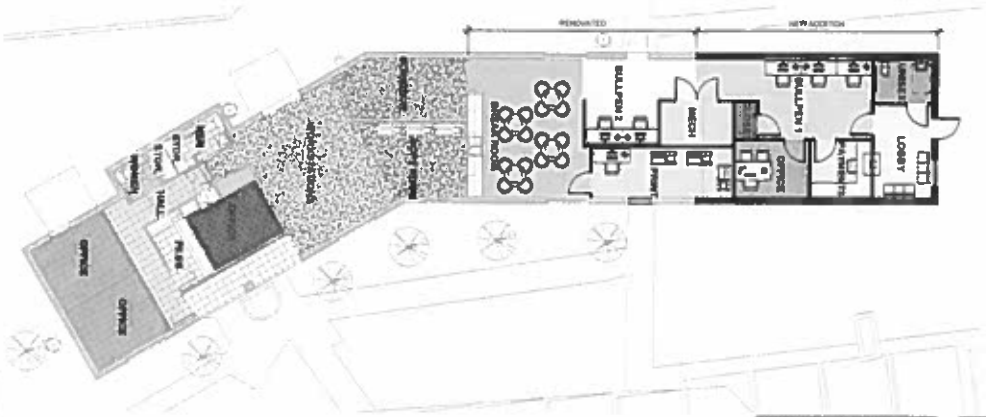
PROPOSED PLAN - A
1/8" = 1'-0" **1**

OPTION A - ROOM AREA (NEW)

ROOM NO.	ROOM NAME	AREA
101	LOBBY	42.00
102	RECEPTION	12.00
103	OFFICE	15.00
104	OFFICE	15.00
105	OFFICE	15.00
106	OFFICE	15.00
107	OFFICE	15.00
108	OFFICE	15.00
109	OFFICE	15.00
110	OFFICE	15.00
111	OFFICE	15.00
112	OFFICE	15.00
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146	OFFICE	15.00
147	OFFICE	15.00
148	OFFICE	15.00
149	OFFICE	15.00
150	OFFICE	15.00

OPTION A - AREA TABLE EXST

ROOM NO.	ROOM NAME	AREA
201	LOBBY	42.00
202	RECEPTION	12.00
203	OFFICE	15.00
204	OFFICE	15.00
205	OFFICE	15.00
206	OFFICE	15.00
207	OFFICE	15.00
208	OFFICE	15.00
209	OFFICE	15.00
210	OFFICE	15.00
211	OFFICE	15.00
212	OFFICE	15.00
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247	OFFICE	15.00
248	OFFICE	15.00
249	OFFICE	15.00
250	OFFICE	15.00



PROPOSED PLAN - B
1/8" = 1'-0" **2**

OPTION B - ROOM AREA (NEW)

ROOM NO.	ROOM NAME	AREA
101	LOBBY	42.00
102	RECEPTION	12.00
103	OFFICE	15.00
104	OFFICE	15.00
105	OFFICE	15.00
106	OFFICE	15.00
107	OFFICE	15.00
108	OFFICE	15.00
109	OFFICE	15.00
110	OFFICE	15.00
111	OFFICE	15.00
112	OFFICE	15.00
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147	OFFICE	15.00
148	OFFICE	15.00
149	OFFICE	15.00
150	OFFICE	15.00

OPTION B - AREA TABLE EXST

ROOM NO.	ROOM NAME	AREA
201	LOBBY	42.00
202	RECEPTION	12.00
203	OFFICE	15.00
204	OFFICE	15.00
205	OFFICE	15.00
206	OFFICE	15.00
207	OFFICE	15.00
208	OFFICE	15.00
209	OFFICE	15.00
210	OFFICE	15.00
211	OFFICE	15.00
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245	OFFICE	15.00
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249	OFFICE	15.00
250	OFFICE	15.00

NOT FOR CONSTRUCTION

**REGIONAL MOBILITY
AUTHORITY HQ RENOVATION**
CAMERON COUNTY
3481 CARMEN AVENUE
RANCHO VIEJO, TEXAS 78676



SAM CADDEEN ARCHITECT
200 N. WINDY ROAD, SUITE 100
DALLAS, TEXAS 75241
PHONE: 214.343.1100
WWW.SAMCADDEENARCHITECT.COM

DATE: 12/6/18
DISCUSSION:

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PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
SYSTEMS WITHOUT PERMISSION
FROM SAM CADDEEN ARCHITECT.

JOB #: 2018-012
PHASE: SD
DATE: 12/6/18
DRAWN BY: SC
CHECKED: SG

PROPOSED PLANS

A1.02

PROGRESS DRAWING



PROPOSED PLAN - C
1
1/8" = 1'-0"

OPTION C - ROOM AREA...

ROOM NO.	ROOM NAME	AREA
101	RECEPTION	42.00
102	WAITING	100.00
103	OFFICE	100.00
104	OFFICE	100.00
105	OFFICE	100.00
106	OFFICE	100.00
107	OFFICE	100.00
108	OFFICE	100.00
109	OFFICE	100.00
110	OFFICE	100.00
111	OFFICE	100.00
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116	OFFICE	100.00
117	OFFICE	100.00
118	OFFICE	100.00
119	OFFICE	100.00
120	OFFICE	100.00
121	OFFICE	100.00
122	OFFICE	100.00
123	OFFICE	100.00
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127	OFFICE	100.00
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129	OFFICE	100.00
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131	OFFICE	100.00
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141	OFFICE	100.00
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185	OFFICE	100.00
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187	OFFICE	100.00
188	OFFICE	100.00
189	OFFICE	100.00
190	OFFICE	100.00
191	OFFICE	100.00
192	OFFICE	100.00
193	OFFICE	100.00
194	OFFICE	100.00
195	OFFICE	100.00
196	OFFICE	100.00
197	OFFICE	100.00
198	OFFICE	100.00
199	OFFICE	100.00
200	OFFICE	100.00



PROPOSED PLAN - D
2
1/8" = 1'-0"

OPTION D - ROOM AREA...

ROOM NO.	ROOM NAME	AREA
101	RECEPTION	42.00
102	WAITING	100.00
103	OFFICE	100.00
104	OFFICE	100.00
105	OFFICE	100.00
106	OFFICE	100.00
107	OFFICE	100.00
108	OFFICE	100.00
109	OFFICE	100.00
110	OFFICE	100.00
111	OFFICE	100.00
112	OFFICE	100.00
113	OFFICE	100.00
114	OFFICE	100.00
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117	OFFICE	100.00
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186	OFFICE	100.00
187	OFFICE	100.00
188	OFFICE	100.00
189	OFFICE	100.00
190	OFFICE	100.00
191	OFFICE	100.00
192	OFFICE	100.00
193	OFFICE	100.00
194	OFFICE	100.00
195	OFFICE	100.00
196	OFFICE	100.00
197	OFFICE	100.00
198	OFFICE	100.00
199	OFFICE	100.00
200	OFFICE	100.00

NOT FOR CONSTRUCTION

**REGIONAL MOBILITY
AUTHORITY HQ RENOVATION**
CAMERON COUNTY
3481 CARMEN AVENUE,
RANCHO VIEJO, TEXAS 78576

SAAI CAMERON ARCHITECT
233 N. 50th Street, Suite 402
Cameron, TX 78520
(361) 712-0000
saaicam@cameronarchitect.com

12/6/18
REVISION
DATE



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CONSENT OF SAAI CAMERON ARCHITECT.

JOB #: 2018-012
PHASE: SD
DATE: 12/6/18
DRAWN BY: SC
CHECKED BY: SG

PROPOSED PLANS

A102

**2-B PRESENTATION OF THE SATAUS OF THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY PROJECTS.**

CCRMA Project Status Presentation

December 14, 2018



IMPROVING MORE THAN JUST ROADS



South Port Connector CSJ: 0921-06-288

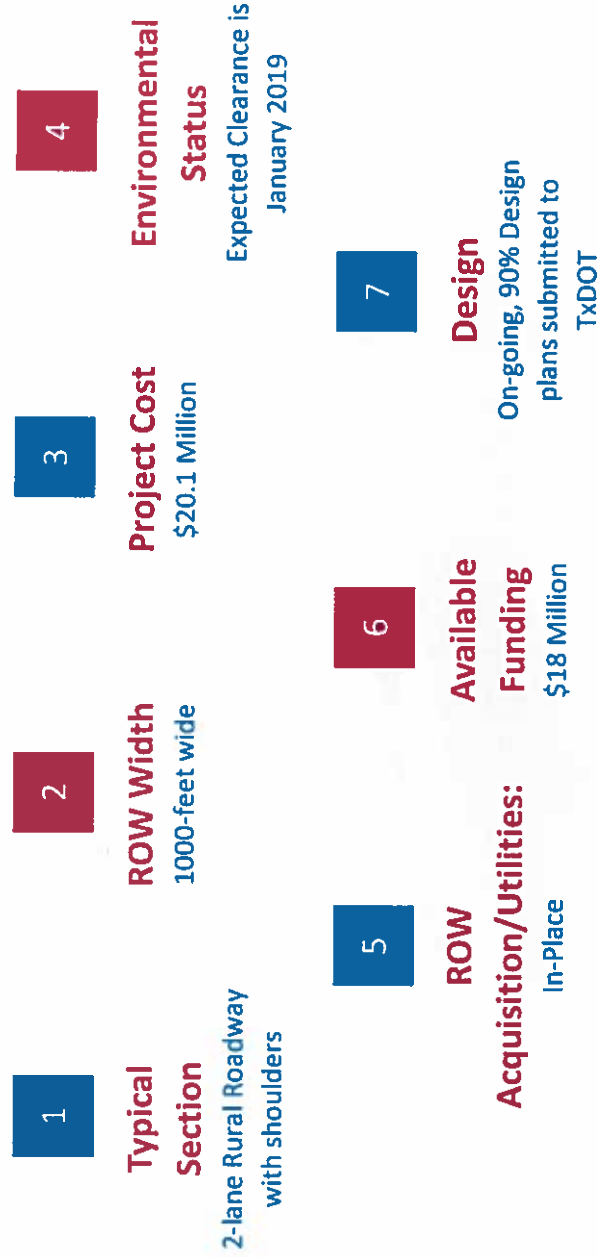


IMPROVING MORE THAN JUST ROADS



South Port Connector CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road



Distance **2.0 Miles**

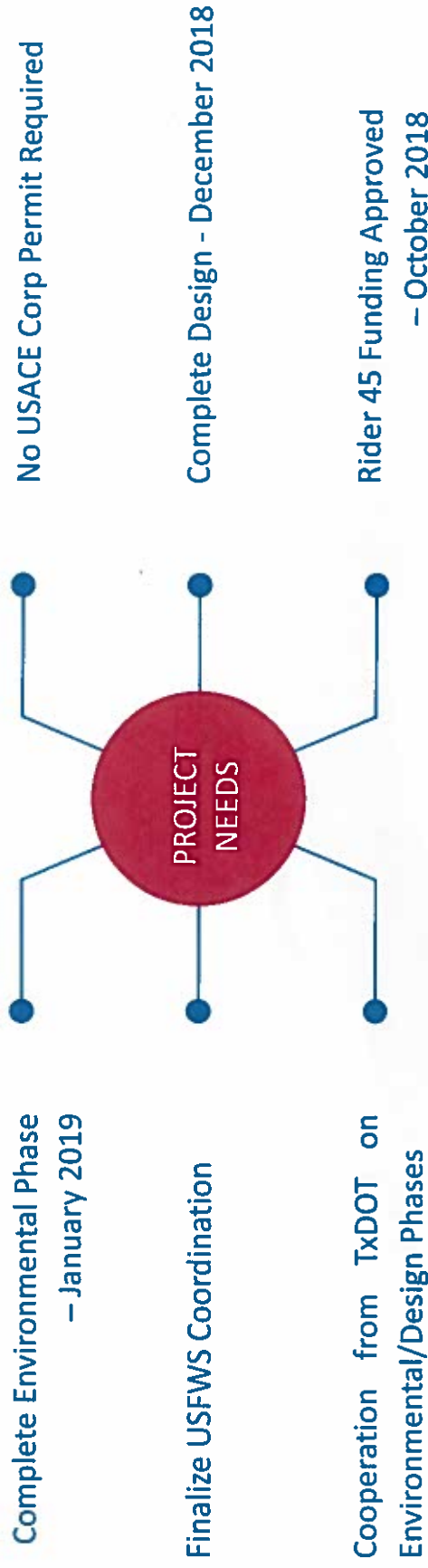
TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



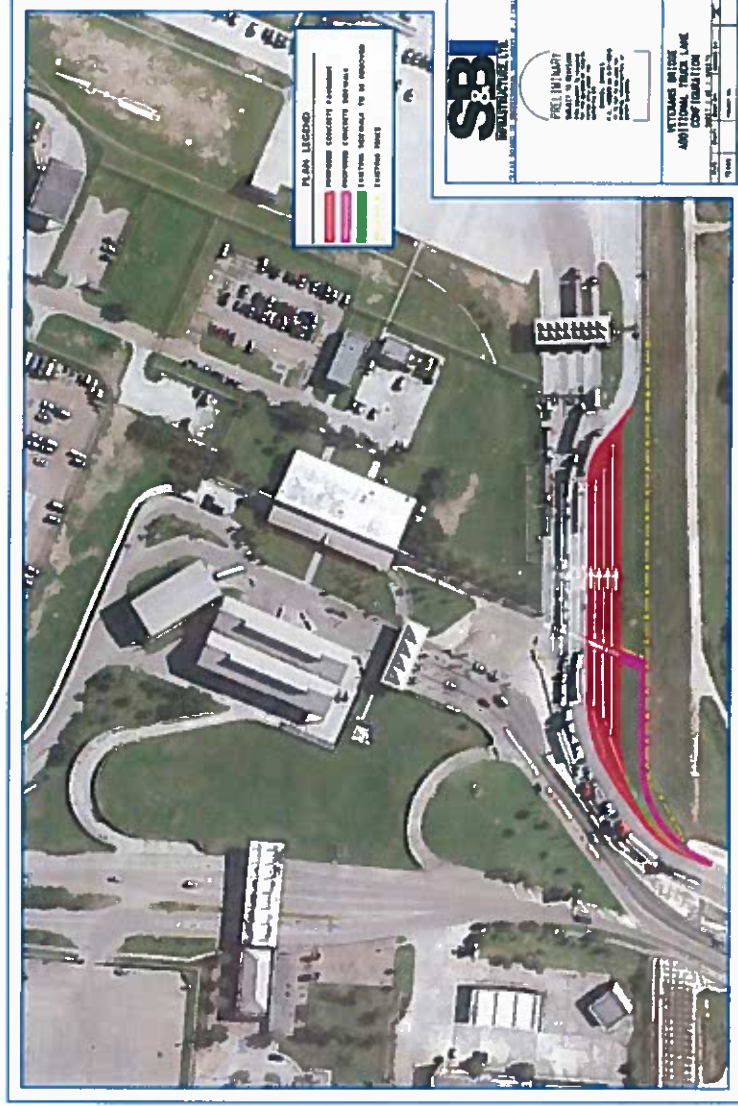
South Port Connector CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road





Veterans International Bridge FAST Lane Project



IMPROVING MORE THAN JUST ROADS



Veterans International Bridge FAST Lane Project

Project Limits: Veterans Bridge Port of Entry

01

Typical Section

4 – 12-foot concrete travel lanes

02

ROW/Utilities

In-place

03

Project Cost

\$795,000

04

Environmental Status

Complete

05

Design

Complete

06

Construction

80% Complete



Distance



550 feet

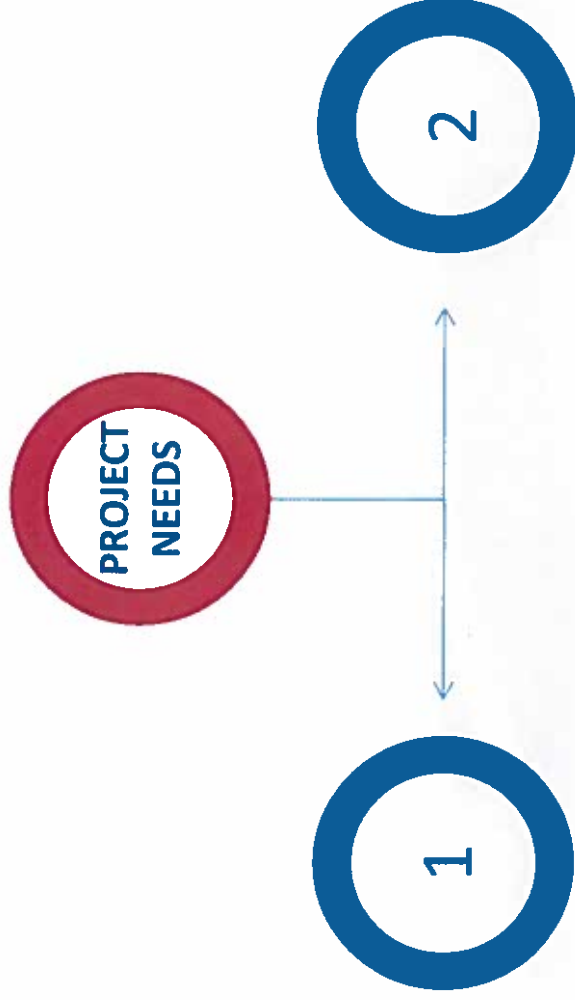
TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



Veterans International Bridge FAST Lane Project

Project Limits: Veterans Bridge Port of Entry



Start Construction
August 27, 2018

Construction Duration
60 Days



Veterans International Bridge FAST Lane Project

Project Limits: Veterans Bridge Port of Entry



IMPROVING MORE THAN JUST ROADS



Veterans International Bridge FAST Lane Project

Project Limits: Veterans Bridge Port of Entry



IMPROVING MORE THAN JUST ROADS



Veterans International Bridge FAST Lane Project

Project Limits: Veterans Bridge Port of Entry



IMPROVING MORE THAN JUST ROADS



Veterans International Bridge FAST Lane Project

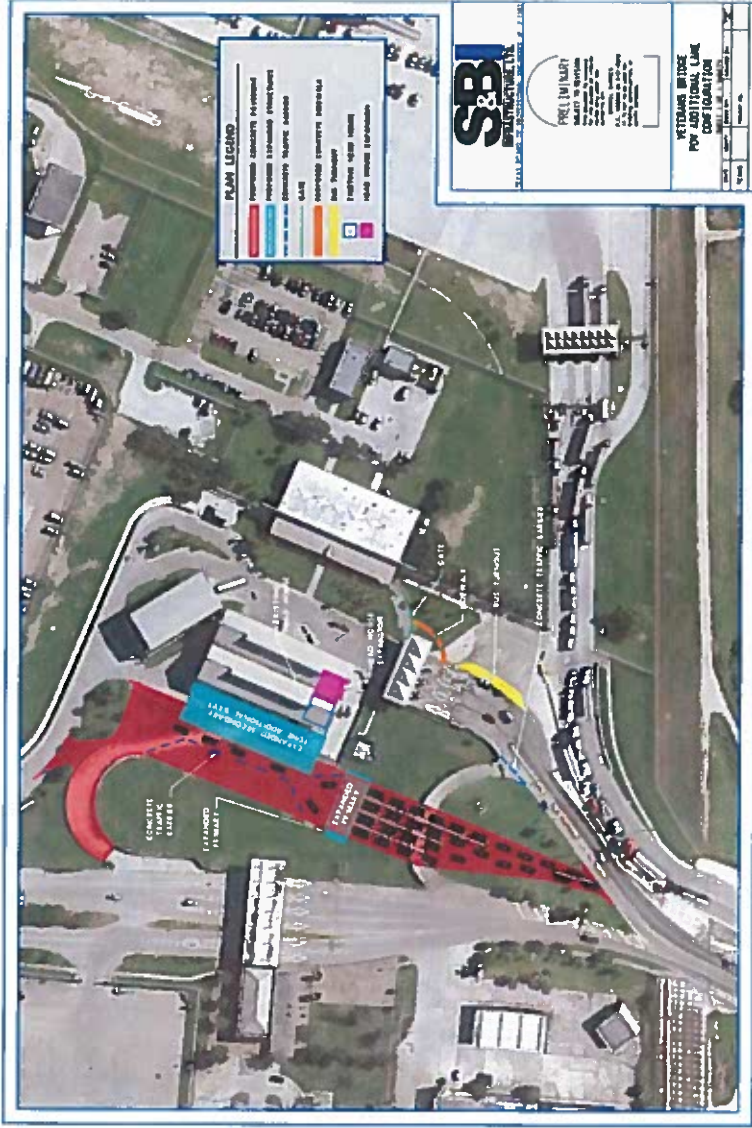
Project Limits: Veterans Bridge Port of Entry



IMPROVING MORE THAN JUST ROADS



Veterans International Bridge CBP Primary Lane Expansion



IMPROVING MORE THAN JUST ROADS



Veterans International Bridge CBP Primary Lane Expansion

Project Limits: Veterans International Bridge Port of Entry

1	2	3	4
Typical Section 4 additional travel lanes	ROW/Utilities Complete	Project Cost \$12 Million	Environmental Status Complete
5	6	7	8
Conceptual Planning 100% Complete	Technical Requirements Complete	Design 60%, Final Design Completed April 2019	Funds \$6.9 Million – CAT 7 Funds In-Place

Distance  **800 feet**

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



Veterans International Bridge CBP Primary Lane Expansion

Project Limits: Veterans International Bridge Port of Entry

PROJECT NEEDS

01

Complete Design –
April 2019

02

Need to close
Funding Gap

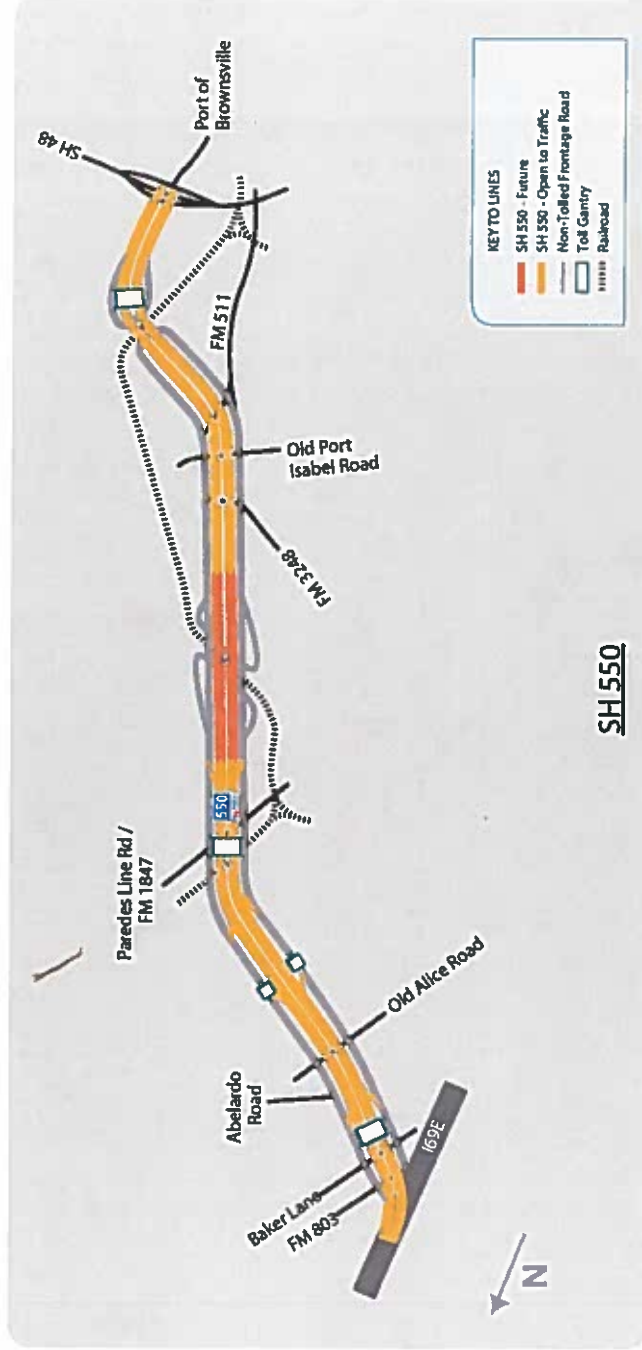
03

Cost Benefit
Analysis in Progress



SH 550 GAP 2 PROJECT

CSJ: 0684-01-068



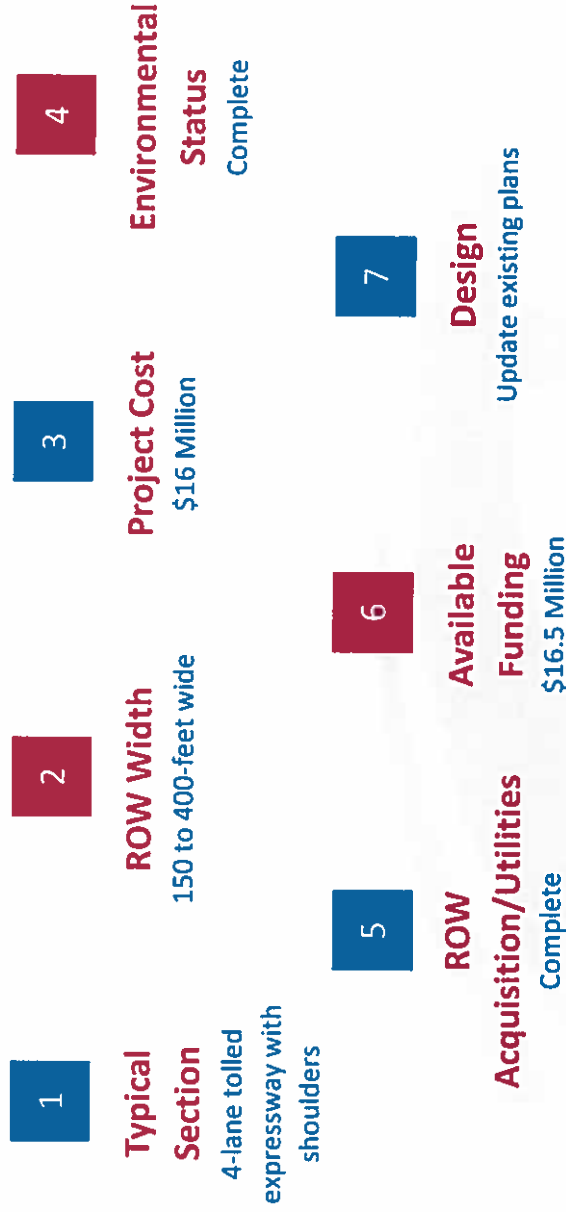
IMPROVING MORE THAN JUST ROADS



SH 550 GAP 2 PROJECT

CSJ: 0684-01-068

Project Limits: from 0.203 miles S. of FM 1847 to 1.13 miles S. of UPRR Overpass @ FM 3248



Distance  **2.6 Miles**

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



SH 550 GAP 2 PROJECT

CSJ: 0684-01-068

Project Limits: from 0.203 miles S. of FM 1847 to 1.13 miles S. of UPRR overpass @ FM 3248

PROJECT NEEDS:





OLD ALICE ROAD CSJ: 0921-06-290



IMPROVING MORE THAN JUST ROADS



OLD ALICE ROAD CSJ: 0921-06-290

Project Limits: from SH 550 to SH 100

01

Typical Section

4-lane Urban Roadway
with shoulders

02

ROW/Utilities

120-foot wide

03

Project Cost

\$12 Million

04

Environmental Status

In Progress (Categorical
Exclusion)

05

Design

Pending (County)



Distance



3.5 Miles

TxDOT Off System Roadway

IMPROVING MORE THAN JUST ROADS



OLD ALICE ROAD
CSJ: 0921-06-290

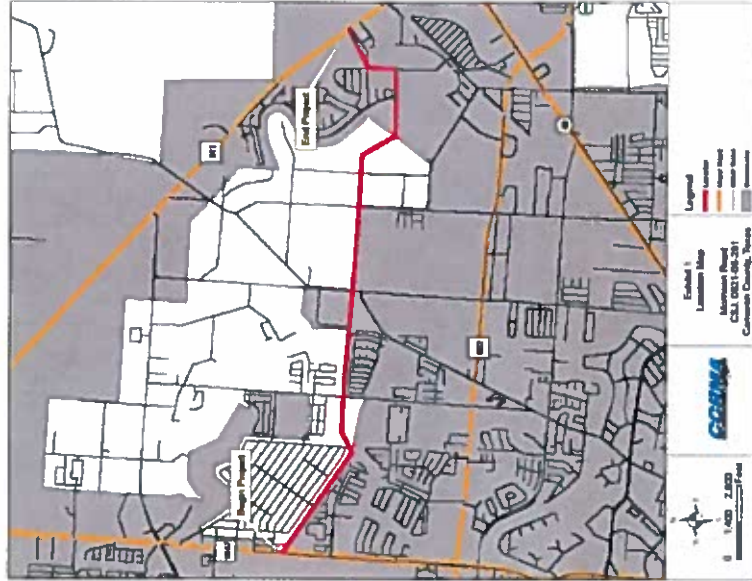
Project Limits: from SH 550 to SH 100

PROJECT NEEDS:

- 1 Complete Environmental Phase – 2019
- 2 Obtain USACE Corp Permits for impacts to Wetlands
- 3 Obtain traffic numbers for Noise Analysis
- 4 Cultural Resources (County)
- 5 Design (County)



MORRISON ROAD CSJ: 0921-06-291



IMPROVING MORE THAN JUST ROADS



MORRISON ROAD

CSJ: 0921-06-291

Project Limits: from FM 1847 to FM 511

01

Typical Section

2-lane Rural Roadway
with center turning lane

02

ROW/Utilities

120-foot wide

03

Project Cost

To be determined

04

Environmental Status
(Environmental
Assessment) Pending

05

ROW Acquisition/Utilities
Pending

06

Design
Pending



4.5 Miles



Distance

TxDOT Off System Roadway



MORRISON ROAD

CSJ: 0921-06-291

Project Limits: from FM 1847 to FM 511

PROJECT NEEDS:

01

Begin
Environmental and
Complete
Environmental
Phase – 2019

02

Need AFA for CAT
7 Funds

03

Begin USFWS
Coordination

04

Negotiate and
Approve Work
Authorization with
Consultant



WHIPPLE ROAD CSJ: 0921-06-292



IMPROVING MORE THAN JUST ROADS



WHIPPLE ROAD CSJ: 0921-06-292

Project Limits: from FM 1575 to FM 1847

01

Typical Section

2-lane Rural Roadway
with shoulders

02

ROW/Utilities

80-foot wide

03

Project Cost

To Be Determined

04

Environmental Status

Pending

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



1.3 Miles



Distance

TxDOT Off System Roadway



WHIPPLE ROAD
CSJ: 0921-06-292

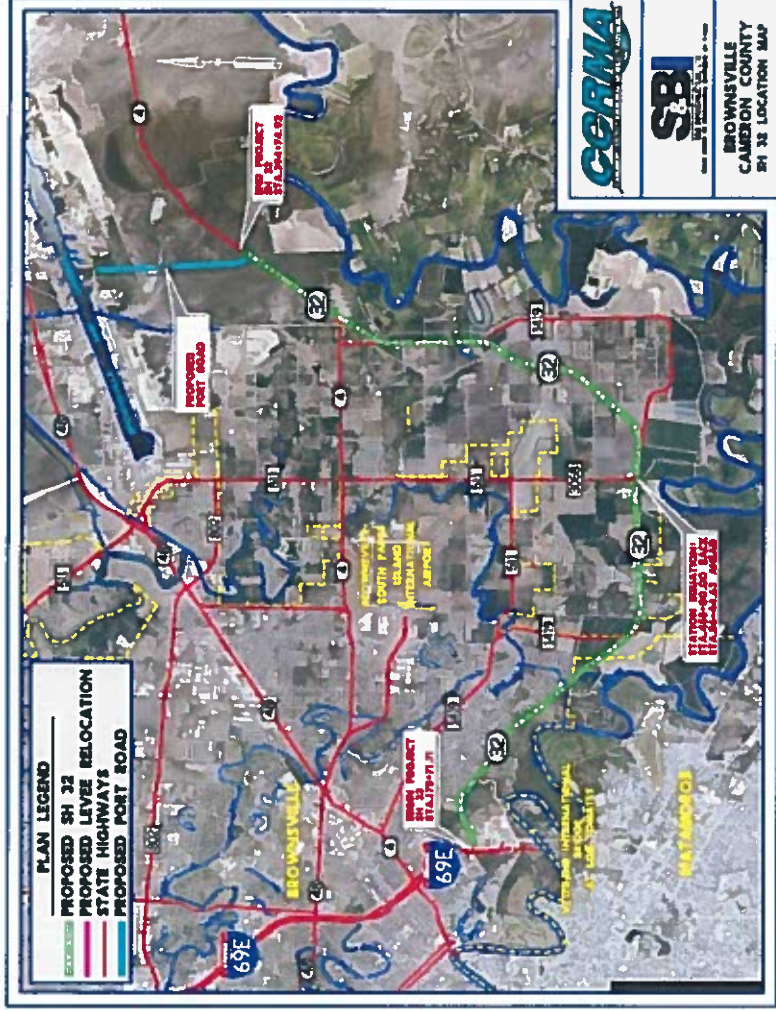
Project Limits: from FM 1575 to FM 1847

PROJECT NEEDS:

01	02	03
Begin Environmental Document	Need AFA for CAT 7 Funds	Negotiate and Approve Work Authorization with Consultant



East Loop CSJ: 0921-06-315



IMPROVING MORE THAN JUST ROADS



East Loop CSJ: 0921-06-315

Project Limits: from I-69E to SH 4

01

Typical Section

4-lane to 6-lane divided
Roadway with shoulders

02

ROW/Utilities

120-400 feet wide

03

Project Cost

\$60 Million

04

Environmental Status

In Progress - combine
both documents in-house

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



11.2 Miles



Distance

TxDOT Off System Roadway



East Loop CSJ: 0921-06-315

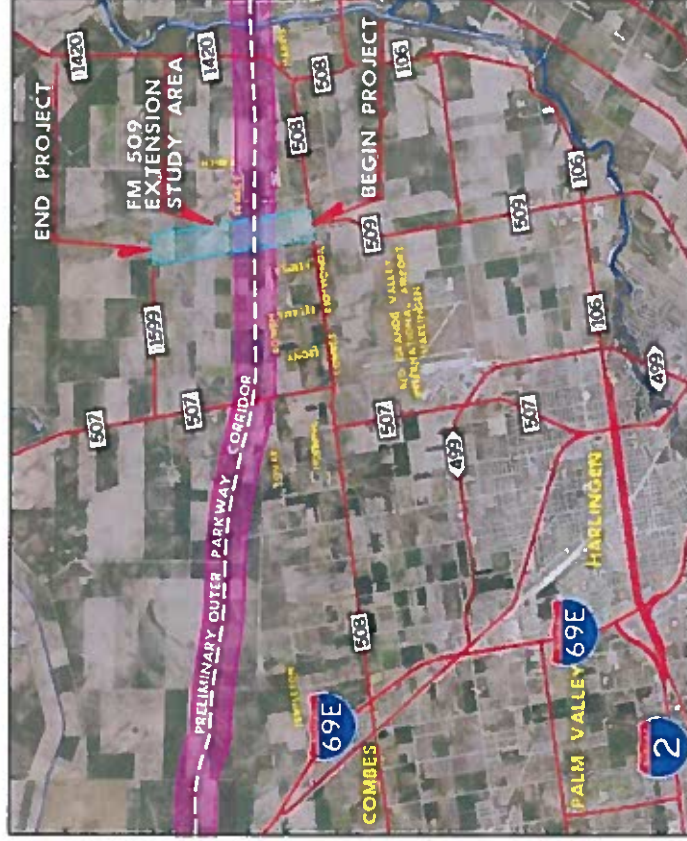
Project Limits: from I-69E to SH 4

PROJECT NEEDS:





FM 509 CSJ: 0921-06-254



IMPROVING MORE THAN JUST ROADS



FM 509
CSJ: 0921-06-254

Project Limits: from FM 508 to FM 1599

01

Typical Section

2 Lane Rural Roadway

02

ROW/Utilities

150 feet wide

03

Project Cost

\$6.6 Million

04

Environmental Status

In progress

05

ROW Acquisition/Utilities

Pending

06

Design

Pending



2.3 Miles



Distance

TxDOT System Roadway

IMPROVING MORE THAN JUST ROADS



FM 509
CSJ: 0921-06-254

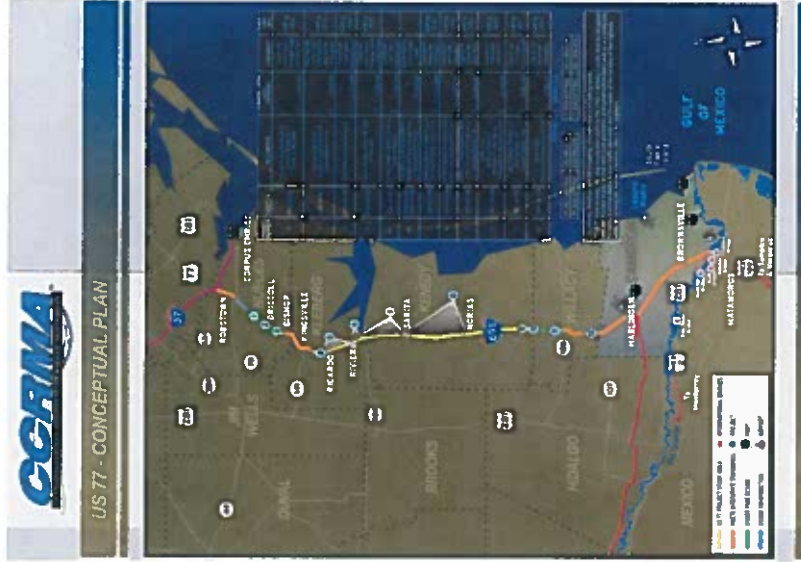
Project Limits: from FM 508 to FM 1599

PROJECT NEEDS:





U.S. 77 Conceptual Plan



IMPROVING MORE THAN JUST ROADS

4-A APPROVAL OF CLAIMS



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for December 14, 2018
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Funds	Source	Account
Adrian AFLAC	Adrian Rincones Aflac	AR 12.7.18 534597	1,088.29 166.18	CFO travel reimb for meetings in Austin - CTRMA Employee Supplemental Insurance for Jan 2018	Indirect Indirect	Y Y	Local Local	Ope Ope
Foremost Paving	Foremost Paving Inc	FPI #3	94,244.61	Veterans Bridge Truck Lane Expansion #3	CC- Veterans	Y	Local	Ope
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 11.29.18	85.52	IT reimb for 550 maint, office supplies and Pharr	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document	1946365	97.50	Shredding services for Nov 2018	Indirect	Y	Local	Ope
Pathfinder Public Af	Pathfinder Public Affairs, Inc	11	12,900.00	November 2018 Consulting Services	Indirect	Y	Local	Ope
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	Dec 2018	4,060.00	Admin Offices Rent for Dec 2018	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.170-04	197,513.10	PS&E Services Post Connector 4	South Port Connector	Y	Local	Ope
Texas Regional	Texas Regional Bank	TRB 11.26.18	1,558.40	LOC interest payment for 11.26.18	Indirect	Y	Local	Ope
The Rentfro Law Fir	Rentfro, Irvin, & Irvin, P.L.L.C	024190	2,433.03	Legal Services for Nov 2018	Indirect	Y	Local	Ope
The Rentfro Law Fir	Rentfro, Irvin, & Irvin, P.L.L.C	024191	800.00	Legal Services for Nov 2018 - Garza Appeal	West Rail Relocation	Y	Local	Ope
TML	Texas Municipal League Intergovernmental Risk Pool	TML 12.1.18	83.00	Building Ins. Coastal Wind, Errors & Omission, General Lia, and Real & Personal Property	Indirect	Y	Local	Ope
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2018-12	5,730.84	Employee Health Insurance for Dec 2018	Indirect	Y	Local	Ope
Report Total			<u>319,860.47</u>					

525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Anjanelle Hernandez	Anjanelle Hernandez	AJ 11.30.18	31.39	CSR Reimbursement for dropping off mail	Indirect	Y	Local	Merch
Culligan	Culligan of the Rio Grande Valley	Dec 2018	94.89	Water services for Dec 2018	Indirect	Y	Local	Merch
Duncan Solutions	Law Enforcement Systems LLC	DS0000001509	397.28	DMV Records for Out of State LP for Nov	Indirect	Y	Local	Merch
Fagan Consulting	Fagan Consulting LLC	CCOS1811	5,376.00	Toll Operations Support for Nov 2018	Indirect	Y	Local	Merch
Fagan Consulting	Fagan Consulting LLC	PBT1811	11,262.84	Pharr Bridge Toll Collection Syst Support	Pharr-Reynosa Intl Bridge	Y	Pharr	Bonds
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 11.29.18	349.42	IT reimb for 550 maint, office supplies and Pharr	Indirect	Y	Local	Merch
HALFF Associates	HALFF Associates, Inc.	00018538	2,108.55	Professional Engineering Services for Master Plan and Remodeling of Admin	Indirect	Y	Local	Merch
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20181130	100.79	Pre Court program services for Nov 2018	Indirect	Y	Local	Merch
Matus Contractor Co	Matus Contractor Company	100	4,000.00	SH550 Cutting grass, garbage collection and application of herbicide	Indirect	Y	Local	Merch
Matus Contractor Co	Matus Contractor Company	101	2,800.00	SH550 DC cutting grass, garbage collections and herbicide	Indirect	Y	Local	Merch
Prisciliano Delgado	Prisciliano Delgado	10544	200.00	Lawn Care Services for Dec 2018	Indirect	Y	Local	Merch
PUB	Public Utilities Board	Nov '18-DC	247.05	Utilities for SH550-DC Nov 2018	Direct Connectors - SH550	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	RI 12.7.18	365.37	Tolls System Support travel and supplies reimbursement	Indirect	Y	Local	Merch
Time Warner Cable	Time Warner Cable Business	0121858120118	1,839.09	Internet and Phone Services	Indirect	Y	Local	Merch
TML	Texas Municipal League Intergovernmental Risk Pool	TML 12.1.18	1,076.75	Building Ins. Coastal Wind, Errors & Omission, General Lia, and Real & Personal Property	Indirect	Y	Local	Merch
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2018-12	4,493.40	Employee Health Insurance for Dec 2018	Indirect	Y	Local	Merch
Verizon Wireless	Verizon Wireless	9818985946	99.97	Hotspot and Phone services for commercial team	Indirect	Y	Local	Merch
Report Total			<u>34,847.79</u>					

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement October 19, 2018
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AFLAC	Aflac	698273	95.14	Employee Supplemental Insurance	Indirect	Y	Local	Ope
Harlingen	Harlingen Area Chamber of Commerce	10.16.18	350.00	Harlingen Chamber Legislative Update 2018 Public Affairs Luncheon Sponsorship	Indirect	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	1118	1,320.00	Scope Services for Aug 2018 for Vet Bridge	CC- Veterans Bridge	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	FDM 1018	3,960.00	Scope Services for Aug 2018 for Flor de Mayo Proj	Flor De Mayo Bridge	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document	1945221	112.50	Shredding services	Indirect	Y	Local	Ope
Office World	Office World	4284	399.00	Desk for Administrative usage	Indirect	Y	Local	Ope
Office World	Office World	4287	225.00	Round conference table	Indirect	Y	Local	Ope
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	023904	600.00	General legal services for Sep 2018	Indirect	Y	Local	Ope
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	023905	12,793.82	General legal services for Sep 2018 - for David & Diane Garza	West Rail Relocation	Y	Local	Ope
Verizon Wireless	Verizon Wireless	7751276007	57.32	Hotspot services	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Sep 2018-Ste 3	34.17	Water utilities for administrative offices - Sep 2018	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Sep 2018-Ste 4	34.17	Water utilities for administrative offices - Sep 2018	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Sep 2018-Ste 5	34.55	Water utilities for administrative offices - Sep 2018	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Sep 2018-Ste 6	34.17	Water utilities for administrative offices - Sep 2018	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Sep 2018-Ste 7	34.92	Water utilities for administrative offices - Sep 2018	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103376	402.00	Monthly hosting services for accounting software	Indirect	Y	Local	Ope
Report Total			20,486.76					

525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon	Amazon Oct 2018	552.26	Amazon supplies purchase for Sep-Oct 2018	Indirect	Y	Local	Tolls
Emp Janett Huerta	Janett Huerta	JH Sep 2018	169.91	Commercial Acct Specialist travel reimb for Pharr Support and tag test	Pharr-Reynosa Intl Bridge	Y	Pharr	Bonds
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 10.10.18	96.27	IT Reimbursement for Tecsidel equipment for Pharr	Pharr-Reynosa Intl Bridge	Y	Pharr	Bonds
Kapsch - Maintenance	Kapsch TrafficCom USA, Inc	486019S11008	13,390.31	Toll system maintenance support for Sep 2018	Indirect	Y	Local	Tolls
Matus Contractor Co	Matus Contractor Company	90	4,500.00	Cutting grass, garbage collection and application of herbicide	Indirect	Y	Local	Tolls
Matus Contractor Co	Matus Contractor Company	91	2,800.00	SH 550 Gap 1 cutting grass, garbage collections and herbicide	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	1001	892.36	SH550 Water drainage services, IOP clean-up and Pharr Meetin	Indirect	Y	Local	Tolls
SD Jose M Guevara	Jose Manuel Guevara	SD JG 10.2.18	245.00	SH550 Road Closure due to flooding	Indirect	Y	Local	Tolls
Sombrero Festival	Sombrero Festival LTD	Sombrero 2019	5,000.00	Sombrero 2019 Sponsorship	Indirect	Y	Local	Tolls
Time Warner Cable	Time Warner Cable Business	0121858100118	1,839.09	Internet and Phone Services for Oct 2018	Indirect	Y	Local	Tolls
VMUD	Valley Municipal Utility District	VMUD Sep 2018-Tolls	40.58	Water utilities for Tolls Office for Sep 2018	Indirect	Y	Local	Tolls
Xerox Corporation	Xerox Financial Services LLC	1318761	1,000.77	Rent for printer for mailing services	Indirect	Y	Local	Tolls
Report Total			30,526.55					

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement November 1, 2018
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX Oct 2018	1,821.39	AMEX Monthly Office Supplies purchase for Oct 2018	Indirect	Y	Local	Ope
Emp Ericka Trevino	Ericka Trevino	ET 10.29.18	230.81	Accountant/HR travel reimbursement for errands for Oct 2018	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	26491133	223.12	Admin Offices Ste 567 Utilities	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	26491607	257.22	Admin offices utilities Ste 3&4	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	26494824	42.37	Admin Ste 6 and Tolls Office Utilities	Indirect	Y	Local	Ope
Office World	Office World	4295	399.00	Admin desk purchase	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSB 10.22.18	951.16	Executive Director travel reimbursement for STAC Meetings in Austin	Indirect	Y	Local	Ope
Rancho Viejo Pet. LLC	Rancho Viejo Pet. LLC	Nov 2018	4,050.00	Rent for Admin office Ste 3, 4, 5, 6 & 7 for Nov 2018	Indirect	Y	Local	Ope
Staples Business	Staples Business Credit	Staples Bus Oct 18	248.72	Staples Credit Line Monthly Office Supplies	Indirect	Y	Local	Ope
Staples Credit	Staples Credit Plan	Staples Oct 2018	199.87	Printing for Budget Document FY2019	Indirect	Y	Local	Ope
Superior Alarms	Superior Alarms	656410	75.00	Alarm services for Admin offices	Indirect	Y	Local	Ope
Texas Regional	Texas Regional Bank	TRB 10.25.18	1,084.28	Loan Interest Payment for Loan 101140087	Indirect	Y	Local	Ope
TML Emp Health	TML Intergovernmental	2018-11 Employee Benefits Pool	4,047.59	Employee Health Insurance for Nov 2018	Indirect	Y	Local	Ope

Report Total

13,633.44

525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX Oct 2018	3,631.50	AMEX Monthly Office Supplies purchase for Oct 2018	Indirect	Y	Local	Merch
Angel T Perez	Angel Timoteo Perez	SD AP 10.30.18	245.00	Sheriff Deputies for Road Closure of SH550 10.30.18	Indirect	Y	Local	Merch
Daniel Huerta	Daniel Huerta	SD DH 10.30.18	245.00	Sheriff Deputies for Road Closure of SH550 10.30.18	Indirect	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	26494824	353.14	Admin Ste 6 and Tolls Office Utilities	Indirect	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	26609112	168.50	SH550 - DC Gap I Section Utilities	Direct Connectors - SH550	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	26609698	513.24	SH550 FM1847 and DC Utilities	Direct Connectors - SH550	Y	Local	Merch
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20180930	100.79	Pre-court program for Sep 2018	Indirect	Y	Local	Merch
Megashine	Megashine	1232	1,355.00	Janitorial Services for Nov 2018	Indirect	Y	Local	Merch
Prisciliano Delgado	Prisciliano Delgado	10543	200.00	Nov 2018 Lawn Care Services	Indirect	Y	Local	Merch
PUB	Public Utilities Board	Oct. 2018-588837	247.37	SH550 - Port Spur Utilities	Port Spur - SH550	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	1002	356.20	Maintenance work for SH550	Indirect	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	1003	171.20	SH550 Maint and Pest Control for IOP	Indirect	Y	Local	Merch
Staples Business	Staples Business Credit	Staples Bus Oct 18	667.88	Staples Credit Line Monthly Office Supplies	Indirect	Y	Local	Merch
TML Emp Health	TML Intergovernmental	2018-11 Employee Benefits Pool	4,498.40	Employee Health Insurance for Nov 2018	Indirect	Y	Local	Merch

Report Total

12,753.22

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement November 26, 2018
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B	S&B Infrastructure, LTD	U2299.170-03	<u>144,513.10</u>	PSE Services Port Connector Sep 2018	South Port Connector - SH32	Y	Local	Ope
Report Total			<u>144,513.10</u>					



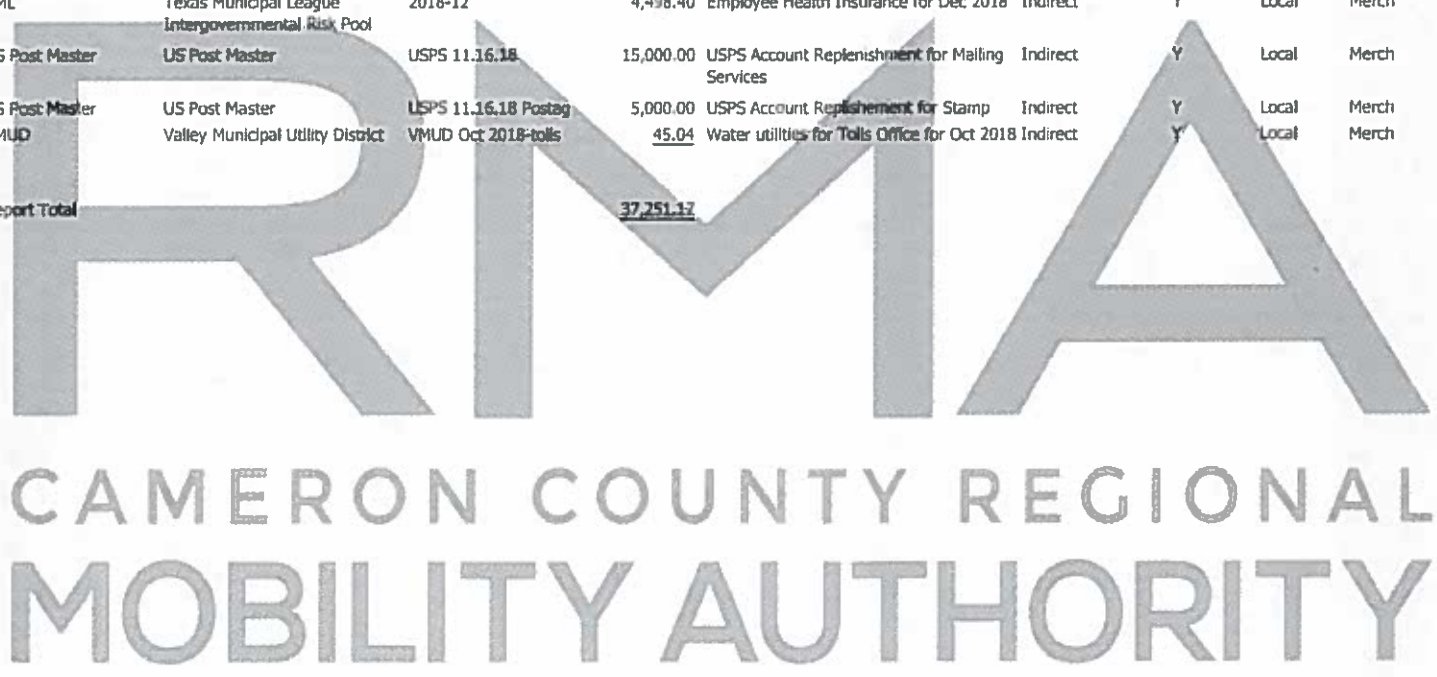
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement November 30, 2018
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian AFLAC	Adrian Rincones Aflac	AR 11.26.18 108181	1,186.94 142.71	CFO travel and supplies reimb Employee supplemental insurance Nov 2018	Indirect	Y	Local	Ope
American Express Blanca C. Betancourt	American Express Blanca C. Betancourt	AMEX Nov 2018 BCB 11.15.18	2,929.52 34.85	Monthly office purchases for Nov 2018 Reimbursement for BCB for Admin Office Snacks	Indirect Indirect	Y Y	Local Local	Ope Ope
Emp Ericka Trevino FIGG	Ericka Trevino FIGG	ET11.30.18 2001-01-01	74.11 6,284.31	Accountant Reimbursement Errands General Consulting Civil Engineering Services for SPT	Indirect Indirect	Y Y	Local Local	Ope Ope
FIGG	FIGG	2362-01-01	3,545.17	General Consulting Civil Engineering Services for SPT and West Rail	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	26679072	251.50	Energy utilities for Admin Offices Ste 384	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	26679281	30.95	Energy utilities for Admin Ste 6 and Toils Office	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	26682299	167.28	Energy utilities for Admin Offices Ste 5&7	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document Storage	1946029	112.50	Document Shredding Services for Nov 2018	Indirect	Y	Local	Ope
Ruben Ibanez	Ruben Ibanez	1005	210.00	Offices Maintenance for wires intallation and outlet	Indirect	Y	Local	Ope
Staples Business Texas Regional TML	Staples Business Credit Texas Regional Bank Texas Municipal League	Staples Nov 2018 TRB 11.26.18 2018-12	704.85 1,084.28 5,730.84	Staples office supplies for Nov 2018 LOC interest payment for 11.26.18 Employee Health Insurance for Dec 2018	Indirect Indirect Indirect	Y Y Y	Local Local Local	Ope Ope Ope
Verizon Wireless	Verizon Wireless	7764710075	52.30	Hotspot Services for Nov 2018	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Oct 2018-Ste 3	41.32	Water Utilities for Oct 2018 for Admin Offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Oct 2018-Ste 4	37.58	Water Utilities for Oct 2018 for Admin Offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Oct 2018-Ste 5	38.00	Water Utilities for Oct 2018 for Admin Offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Oct 2018-Ste 6	37.58	Water Utilities for Oct 2018 for Admin Offices	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Oct 2018-Ste 7	39.66	Water Utilities for Oct 2018 for Admin Offices	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103364	402.00	Accounting System Hosting Services for Sep 2018	Indirect	Y	Local	Ope
Report Total			23,138.25					

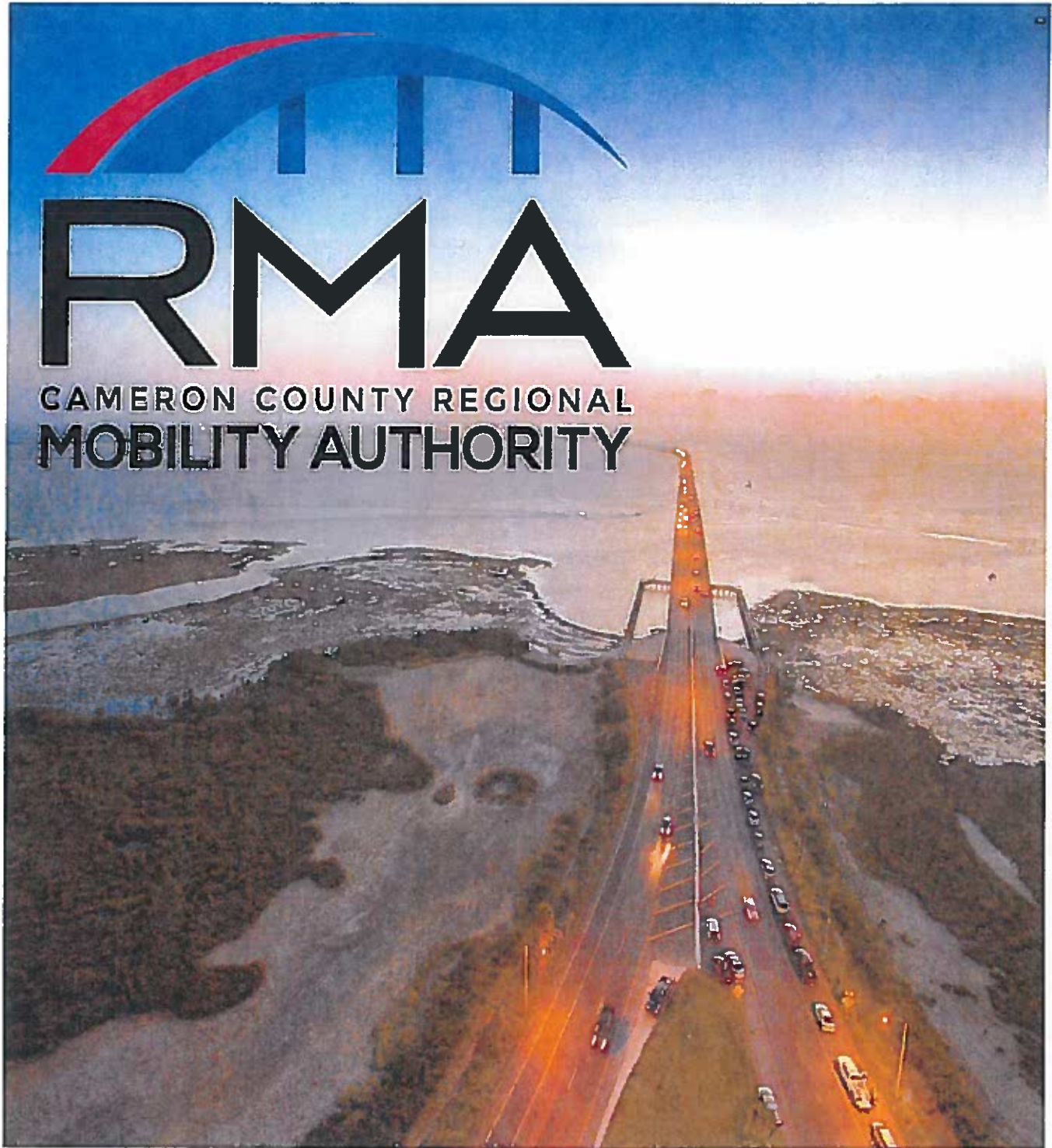
CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR 11.26.18-2	75.50	CFO reimbursement for Pharr's tag testing	Indirect	Y	Local	Merch
Advertis, Inc	Advertis, Inc	2720	2,062.50	Brand Development for New Tag 50% Down Pmt	Indirect	Y	Local	Merch
American Express	American Express	AMEX Nov 2018	7,216.41	Monthly office purchases for Nov 2018	Indirect	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	26679281	334.78	Energy utilities for Admin Ste 6 and Tolls Office	Indirect	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	26693777	445.23	Utilities for SH550 DC & FM 1847	Direct Connectors -	Y	Local	Merch
Gexa Energy	Gexa Energy, LP	26694741	179.89	Utilities for SH 550 - DC	Direct Connectors -	Y	Local	Merch
Megashine	Megashine	1245	1,355.00	Janitorial Services December	Indirect	Y	Local	Merch
PUB	Public Utilities Board	PUB Nov '18-Port Spur	211.83	Energy Utilities for SH550 Port Spur	Port Spur -	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	1006	105.00	Pharr Meeting and SH550 Cameras & Barricades	Pharr-	Y	Pharr	Bonds
Ruben Ibanez	Ruben Ibanez	1006	105.00	Pharr Meeting and SH550 Cameras & Barricades	Indirect	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	RJ 11.22.18	44.69	Toll System Maint Travel Reimb for Nov 2018	Pharr- Reynosa Intl	Y	Pharr	Bonds
Ruben Ibanez	Ruben Ibanez	RJ 11.22.18	87.92	Toll System Maint Travel Reimb for Nov 2018	Indirect	Y	Local	Merch
Staples Business	Staples Business Credit	Staples Nov 2018	483.99	Staples office supplies for Nov 2018	Indirect	Y	Local	Merch
TML	Texas Municipal League Intergovernmental Risk Pool	2018-12	4,498.40	Employee Health Insurance for Dec 2018	Indirect	Y	Local	Merch
US Post Master	US Post Master	USPS 11.16.18	15,000.00	USPS Account Replenishment for Mailing Services	Indirect	Y	Local	Merch
US Post Master	US Post Master	USPS 11.16.18 Postag	5,000.00	USPS Account Replenishment for Stamp	Indirect	Y	Local	Merch
VMUD	Valley Municipal Utility District	VMUD Oct 2018-tolls	45.04	Water utilities for Tolls Office for Oct 2018	Indirect	Y	Local	Merch
Report Total			<u>37,251.17</u>					



4-B CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF OCTOBER 2018.



OCTOBER 2018 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS A. RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER



CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues, Expenses And Changes in Net Position- Unposted Transactions Included In Report
From 10/1/2018 Through 10/31/2018

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
Operating Revenues				
Vehicle registration fees	245,880	245,880	3,225,000	(2,979,120)
TRZ revenue	0	0	475,000	(475,000)
Other revenue	<u>0</u>	<u>0</u>	<u>2,895,000</u>	<u>(2,895,000)</u>
Total Operating Revenues	<u>245,880</u>	<u>245,880</u>	<u>6,595,000</u>	<u>(6,349,120)</u>
Operating Expenses				
Personnel costs	44,212	44,212	826,423	782,211
Professional services	12,804	12,804	185,000	172,196
Contractual services	4,150	4,150	90,000	85,850
Debt interest	0	0	975,200	975,200
Debt Interest -LOC	1,084	1,084	25,000	23,916
Advertising & marketing	371	371	25,000	24,629
Data processing	443	443	15,000	14,557
Dues & memberships	0	0	18,500	18,500
Education & training	0	0	10,000	10,000
Fiscal agent fees	2,170	2,170	50,000	47,830
Insurance	341	341	5,000	4,660
Maintenance & repairs	0	0	10,000	10,000
Office supplies	2,844	2,844	49,500	46,656
Rent	4,518	4,518	54,000	49,482
Travel	1,601	1,601	30,000	28,399
Utilities	1,220	1,220	12,000	10,780
Other expenses	<u>0</u>	<u>0</u>	<u>5,000</u>	<u>5,000</u>
Total Operating Expenses	<u>75,758</u>	<u>75,758</u>	<u>2,385,623</u>	<u>2,309,865</u>
Non Operating Revenue				
Interest income	3,190	3,190	30,000	(26,810)
Other Financing sources	<u>0</u>	<u>0</u>	<u>100,000</u>	<u>(100,000)</u>
Total Non Operating Revenue	<u>3,190</u>	<u>3,190</u>	<u>130,000</u>	<u>(126,810)</u>
Changes in Net Assets	<u>173,311</u>	<u>173,311</u>	<u>4,339,377</u>	<u>(4,166,066)</u>
Net Assets End of Year	<u>173,311</u>	<u>173,311</u>	<u>4,339,377</u>	<u>(4,166,066)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
- Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report
From 10/1/2018 Through 10/31/2018

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues					
	<u>202,489.44</u>	<u>202,489.44</u>	<u>1,850,000.00</u>	<u>(1,647,510.56)</u>	<u>181,037.85</u>
Total TPS Revenues	202,489.44	202,489.44	1,850,000.00	(1,647,510.56)	181,037.85
Interop Revenues					
Interop Revenue	41,865.00	41,865.00	650,000.00	(608,135.00)	48,688.50
Bridge Interoperability	<u>9,563.50</u>	<u>9,563.50</u>	<u>325,000.00</u>	<u>(315,436.50)</u>	<u>0.00</u>
Total Interop Revenues	51,428.50	51,428.50	975,000.00	(923,571.50)	48,688.50
Revenue from Toll Collections					
Collections P1	<u>816.17</u>	<u>816.17</u>	<u>0.00</u>	<u>816.17</u>	<u>0.00</u>
Total Toll Operating Revenues	<u>254,734.11</u>	<u>254,734.11</u>	<u>2,825,000.00</u>	<u>(2,570,265.89)</u>	<u>229,726.35</u>
Toll Operating Expenses					
Personnel Costs					
	<u>37,886.23</u>	<u>37,886.23</u>	<u>833,257.00</u>	<u>795,370.77</u>	<u>32,949.95</u>
Total Personnel Costs	37,886.23	37,886.23	833,257.00	795,370.77	32,949.95
Transaction Processing Costs					
	<u>29,468.14</u>	<u>29,468.14</u>	<u>426,500.00</u>	<u>397,031.86</u>	<u>9,802.65</u>
Total Transaction Processing Costs	29,468.14	29,468.14	426,500.00	397,031.86	9,802.65
Toll System Maintenance/IT					
	<u>1,434.53</u>	<u>1,434.53</u>	<u>258,750.00</u>	<u>257,315.47</u>	<u>0.00</u>
Total Toll System Maintenance/IT	1,434.53	1,434.53	258,750.00	257,315.47	0.00
Roadside Maintenance					
	<u>13,476.84</u>	<u>13,476.84</u>	<u>480,000.00</u>	<u>466,523.16</u>	<u>37,219.46</u>
Total Roadside Maintenance	13,476.84	13,476.84	480,000.00	466,523.16	37,219.46
CSC Indirect/Overhead Costs					
	<u>27,725.11</u>	<u>27,725.11</u>	<u>259,500.00</u>	<u>231,774.89</u>	<u>6,814.91</u>
Total CSC Indirect/Overhead Costs	27,725.11	27,725.11	259,500.00	231,774.89	6,814.91
Total Toll Operating Expenses	<u>109,990.85</u>	<u>109,990.85</u>	<u>2,258,007.00</u>	<u>2,148,016.15</u>	<u>86,786.97</u>
Non Operating Revenues					
	<u>0.00</u>	<u>0.00</u>	<u>2,248,938.00</u>	<u>(2,248,938.00)</u>	<u>0.00</u>
Total Non Operating Revenues	0.00	0.00	2,248,938.00	(2,248,938.00)	0.00
Non Operating Expenses					
	<u>0.00</u>	<u>0.00</u>	<u>2,248,938.00</u>	<u>2,248,938.00</u>	<u>0.00</u>
Total Non Operating Expenses	0.00	0.00	2,248,938.00	2,248,938.00	0.00
Changes in Net Assets	<u>144,743.26</u>	<u>144,743.26</u>	<u>566,993.00</u>	<u>(422,249.74)</u>	<u>142,939.38</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
 From 10/1/2018 Through 10/31/2018

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance -	
				Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	245,880.00	245,880.00	3,225,000.00	(2,979,120.00)	241,400.00
Toll revenues	254,734.11	254,734.11	2,825,000.00	(2,570,265.89)	236,062.61
Other revenue	0.00	0.00	330,000.00	(330,000.00)	0.00
Total Operating Revenues	500,614.11	500,614.11	6,380,000.00	(5,879,385.89)	477,462.61
Operating Expenses					
Personnel costs	82,098.56	82,098.56	1,659,680.00	1,577,581.44	79,888.95
Accounting software and services	804.00	804.00	10,000.00	9,196.00	402.00
Professional services	12,000.00	12,000.00	175,000.00	163,000.00	0.00
Contractual services	4,150.04	4,150.04	130,000.00	125,849.96	11,986.25
Advertising & marketing	5,371.16	5,371.16	85,000.00	79,628.84	425.00
Data processing	442.66	442.66	15,000.00	14,557.34	1,014.80
Dues & memberships	0.00	0.00	23,500.00	23,500.00	0.00
Education & training	199.00	199.00	20,000.00	19,801.00	138.00
Fiscal agent fees	2,170.00	2,170.00	50,000.00	47,830.00	2,170.00
Insurance	15,198.75	15,198.75	100,000.00	84,801.25	14,879.50
Maintenance & repairs	1,755.00	1,755.00	85,000.00	83,245.00	0.00
Office supplies	27,308.52	27,308.52	279,500.00	252,191.48	3,888.75
Road maintenance	16,069.69	16,069.69	633,750.00	617,680.31	22,143.42
Rent	5,805.46	5,805.46	76,500.00	70,694.54	7,911.61
Toll services	5,057.52	5,057.52	191,500.00	186,442.48	6,520.88
Travel	1,769.51	1,769.51	42,000.00	40,230.49	1,981.10
Utilities	4,465.03	4,465.03	62,000.00	57,534.97	4,252.36
Other expenses	0.00	0.00	5,000.00	5,000.00	0.00
Total Operating Expenses	184,664.90	184,664.90	3,643,430.00	3,458,765.10	157,602.62
Net Change from Operations	315,949.21	315,949.21	2,736,570.00	(2,420,620.79)	319,859.99
Non Operating Revenue					
Interest income	3,189.78	3,189.78	30,000.00	(26,810.22)	1,642.44
Project Grant Revenue	0.00	0.00	5,063,938.00	(5,063,938.00)	1,107,122.60
TRZ Revenue	0.00	0.00	475,000.00	(475,000.00)	0.00
Total Non Operating Revenue	3,189.78	3,189.78	5,568,938.00	(5,565,748.22)	1,108,765.04
Non Operating Expenses					
Bond Debt Expense	0.00	0.00	3,224,138.00	3,224,138.00	0.00
Line of Credit Interest	1,084.28	1,084.28	25,000.00	23,915.72	4,840.27
Project Grant Expenses	0.00	0.00	21,125,000.00	21,125,000.00	356,511.64
Total Non Operating Expenses	1,084.28	1,084.28	24,374,138.00	24,373,053.72	361,351.91
Changes in Net Position	318,054.71	318,054.71	(16,068,630.00)	16,386,684.71	1,067,273.12

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Capital Project Expenses - Summarized - Unposted Transactions Included In Report
 From 10/1/2018 Through 10/31/2018

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
West Rail Relocation	12,829	12,829	0	(12,829)
South Port Connector - SH32	0	0	21,850,000	21,850,000
Whipple Road	0	0	251,250	251,250
Morrison Road	0	0	337,500	337,500
Flor De Mayo Bridge	8,457	8,457	50,000	41,543
Naranjo Road - City of Brownsville	0	0	12,500	12,500
Indiana Road - COB	0	0	12,500	12,500
CC- Veterans Bridge	233,256	233,256	1,101,500	868,244
CC - Old ALice Road	0	0	225,000	225,000
Total Capital Projects	<u>254,542</u>	<u>254,542</u>	<u>23,840,250</u>	<u>23,585,708</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2018
(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	2,457,949
Restricted cash accounts - debt service	8,187,949
Accounts receivable	
Accounts Receivable - Customers	37,009
TPS Accounts Receivable	2,302,368
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	144,210
Vehicle Registration Fees - Receivable	<u>784,246</u>
Total Accounts receivable	1,916,205
Accounts Receivable in Collections	
Allowance for P2	(1,558,692)
Collections P2 - Duncan	1,544,571
Duncan Toll Collections P1	3,653,058
Collections P1 Allowance for Bad Debt	<u>(3,653,875)</u>
Total Accounts Receivable in Collections	(14,937)
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	4,041,888
Due from Other Agencies	<u>946,800</u>
Total Accounts receivable - other agencies	<u>4,988,688</u>
Total Current Assets:	17,535,854
Non Current Assets:	
Capital assets, net	105,494,599
Capital projects in progress	21,711,299
Redevelopment Assets/Other Agencies	
CC FAST Lanes Project Veterans Bridge	400,146
CC Primary Lanes Veterans Bridge	158,870
BND - South Port Connector	373,200
CC - Flor De Mayo	8,457
Pharr Reynosa Intl Bridge Project	<u>1,050,846</u>
Total Redevelopment Assets/Other Agencies	1,991,519
Unamortized bond prepaid costs	<u>109,318</u>
Total Non Current Assets:	129,306,735
Other	
	<u>106,124</u>
Total ASSETS	<u>146,948,713</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2018
(In Whole Numbers)

	<u>Current Year</u>
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	38,229
AP - Project Exenditures	<u>682,081</u>
Total Accounts payable	720,310
Accrued expenses	438,870
Payroll liabilities	3,056
Line of Credit	
Line of Credit - TRB	<u>188,117</u>
Total Line of Credit	188,117
Deferred revenue	<u>3,550</u>
Total Current Liabilities	1,353,902
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
South Port Connector - Interlocal	373,200
Pharr-Reynosa Project- Accumulation	1,496,955
Cameron County POV Expansion Veterans	150,898
Cameron County Intl Bridge Interlocal	<u>314,754</u>
Total Due to other agencies	2,503,307
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	<u>780,179</u>
Total Due to TxDot	16,016,688
Long term bond payable	<u>77,100,872</u>
Total Non Current Liabilities	95,620,866
Other	
Deferred Inflows	<u>3,826</u>
Total Other	<u>3,826</u>
Total LIABILITIES	<u>96,978,594</u>
NET POSITION	
Beginning net position	
	<u>49,382,088</u>
Total Beginning net position	49,382,088
Changes in net position	
	<u>588,031</u>
Total Changes in net position	<u>588,031</u>
Total NET POSITION	<u>49,970,119</u>
TOTAL LIABILITIES AND NET POSITION	<u>146,948,713</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Cash Flows
From 10/31/2018 Through 10/31/2018

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	240,630.00	240,630.00
Receipts from MSB/Interop Toll revenues	52,541.85	52,541.85
Receipts from TPS Toll Revenues	188,583.42	188,583.42
Receipts from Other Operating Revenues	0.00	0.00
Payments to Vendors	(149,572.93)	(149,572.93)
Payments to Employees	(81,996.32)	(81,996.32)
Total Cash Flows from Operating Activities	<u>250,186.02</u>	<u>250,186.02</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0.00	0.00
Acquisitions of Construction in Progress	(132,423.35)	(132,423.35)
Payments on interest	0.00	0.00
Payments on Bond Principal	0.00	0.00
Bond and Debt Proceeds	0.00	0.00
Proceeds related to Redevelopment Assets	589,555.49	589,555.49
Advances on FAA and Grant Proceeds	<u>0.00</u>	<u>0.00</u>
Total Cash Flows from Capital and Related Financing Activities	<u>457,132.14</u>	<u>457,132.14</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>3,189.78</u>	<u>3,189.78</u>
Total Cash Flows from Investing Activities	<u>3,189.78</u>	<u>3,189.78</u>
Beginning Cash & Cash Equivalents		
	<u>9,920,452.77</u>	<u>9,920,452.77</u>
Ending Cash & Cash Equivalents	<u>10,630,960.71</u>	<u>10,630,960.71</u>

4-C DISCUSSION AND POSSIBLE ACTION REGARDING PLACING BOND DEBT SERVICE FUNDS CURRENTLY HELD AT BANK OF NEW YORK MELLON IN INTEREST BEARING ACCOUNTS.



TO: Board of Directors
FROM: Adrian Rincones, CFO 
DATE: December 11, 2018
SUBJ: Item 4C Placing Bond Debt Service Funds into interest bearing accounts

The CCRMA currently has bond debt service accounts in which funds are committed to be held over the long term for the stabilization of rates and as debt repayment reserve. The combined balance of these accounts is approximately \$2.2 million currently with funds being added on a monthly basis.

These funds are currently held in trust with the BNY Mellon in non-interest bearing accounts. The BNY provides money market accounts that are eligible as an investment as per the CCRMA investment policy. The recommendation from staff is to allow the CFO to allocate bond debt service funds within BNY Mellon to money market mutual fund accounts in accordance with the CCRMA investment policy.

Attached are some examples of the money market mutual funds offered that comply with the rating and investment securities allowed as per our investment policy.

MONEY MARKET FUND ANALYSIS

FUND NAME	RATINGS (M/S&P/F)	CUSIP	NASDAQ	EXPENSE RATIO (%)	7-DAY YIELD (%)	MONTHLY YIELD (%)	PORTFOLIO ASSETS (MM)	WAM (DAYS)	% MATURING IN 7 DAYS
				(31-AUG-2018)	(25-SEP-2018)	(31-AUG-2018)	(31-AUG-2018)	(25-SEP-2018)	(25-SEP-2018)
Dreyfus Govt Cash Mgmt/Inv	Aaa-m/AAA-m/-	262006307	DGVXX	0.42	1.60	1.57	65,268.6	15	61 %

HISTORICAL YIELDS (%)

	Aug 2018	Jul 2018	Jun 2018	May 2018	Apr 2018	Mar 2018	Feb 2018	Jan 2018	Dec 2017	Nov 2017	Oct 2017	Sep 2017
Dreyfus Govt Cash Mgmt/Inv	1.57	1.55	1.48	1.38	1.33	1.14	0.97	0.94	0.83	0.70	0.67	0.68

PORTFOLIO HOLDINGS (%) (25-SEP-2018)

Fund Name	Treas	US Other	Repos	TDs	D.B.O	F.B.O	CP-1	CP-2	FRNS
Dreyfus Govt Cash Mgmt/Inv	7	6	50	0	0	0	0	0	37

Treas=US Treasury; US Other= US Other & Agencies; Repos=Repurchase Agreements; TDs=Time Deposits; D.B.O=Domestic Bank Obligations; F.B.O=Foreign Bank Obligations; CP-1=First Tier Commercial Paper; CP-2=Second Tier Commercial Paper; FRNS=Floating Rate Notes

Notes: Yields are net, simple and annualized. N/A. Expense Ratio data is not publicly available

Disclaimer: An investment in a money market fund is not insured or guaranteed by any government or government agency and is not a bank deposit. Although the fund seeks to preserve the value of your investment, it is possible to lose money by investing in a money market fund. Money market fund yields will vary. This material must be preceded or accompanied by a prospectus which should be reviewed carefully. Money market fund ratings are subject to change and do not remove market risk. Yield quotations more closely reflect the current earnings of the money market fund than total quotations.



BNY MELLON

MONEY MARKET FUND ANALYSIS

FUND NAME	RATINGS (M/S&P/F)	CUSIP	NASDAQ	EXPENSE RATIO (%)	7-DAY YIELD (%)	MONTHLY YIELD (%)	PORTFOLIO ASSETS (MM)	WAM (DAYS)	% MATURING IN 7 DAYS
				(31-AUG-2018)	(25-SEP-2018)	(31-AUG-2018)	(31-AUG-2018)	(25-SEP-2018)	(25-SEP-2018)
Dreyfus Treas Secs Cash Mgmt/Inv	Aaa-m/AAAml-	261941207	DVRXX	0.45	1.64	1.55	32,187.5	36	100 %

HISTORICAL YIELDS (%)												
	Aug 2018	Jul 2018	Jun 2018	May 2018	Apr 2018	Mar 2018	Feb 2018	Jan 2018	Dec 2017	Nov 2017	Oct 2017	Sep 2017
Dreyfus Treas Secs Cash Mgmt/Inv	1.55	1.48	1.40	1.33	1.23	1.13	1.00	0.90	0.80	0.71	0.67	0.64

PORTFOLIO HOLDINGS (%) (25-SEP-2018)									
Fund Name	Treas	US Other	Repos	TDs	D.B.O	F.B.O	CP-1	CP-2	FRNS
Dreyfus Treas Secs Cash Mgmt/Inv	100	0	0	0	0	0	0	0	0

Notes: Yields are net, simple and annualized. N/A. Expense Ratio data is not publicly available

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Treas=US Treasury; US Other= US Other & Agencies; Repos=Repurchase Agreements; TDs=Time Deposits; D.B.O=Domestic Bank Obligations; F.B.O=Foreign Bank Obligations; CP-1=First Tier Commercial Paper; CP-2=Second Tier Commercial Paper; FRNS=Floating Rate Notes



MONEY MARKET FUND ANALYSIS

FUND NAME	RATINGS (M/S&P/F)	CUSIP	NASDAQ	EXPENSE RATIO (%)	7-DAY YIELD (%)	MONTHLY YIELD (%)	PORTFOLIO ASSETS (MM)	WAM (DAYS)	% MATURING IN 7 DAYS
Dreyfus Govt Secs Cash Mgmt/Inv	Aaa-m/AAA-m/-	262006703	DVPXX	0.46 (31-AUG-2018)	1.59 (25-SEP-2018)	1.54 (31-AUG-2018)	4,574.9 (31-AUG-2018)	28 (25-SEP-2018)	75 % (25-SEP-2018)

HISTORICAL YIELDS (%)																								
Dreyfus Govt Secs Cash Mgmt/Inv	Aug 2018	1.54	Jul 2018	1.50	Jun 2018	1.41	May 2018	1.32	Apr 2018	1.25	Mar 2018	1.13	Feb 2018	0.99	Jan 2018	0.90	Dec 2017	0.77	Nov 2017	0.69	Oct 2017	0.67	Sep 2017	0.64

PORTFOLIO HOLDINGS (%) (25-SEP-2018)													
Fund Name	Treas	US Other	Repos	TDs	D.B.O	F.B.O	CP-1	CP-2	FRNS				
Dreyfus Govt Secs Cash Mgmt/Inv	32	45	0	0	0	0	0	0	0	0	0	0	23

Treas=US Treasury; US Other= US Other & Agencies; Repos=Repurchase Agreements; TDs=Time Deposits; D.B.O=Domestic Bank Obligations; F.B.O=Foreign Bank Obligations; CP-1=First Tier Commercial Paper; CP-2=Second Tier Commercial Paper; FRNS=Floating Rate Notes

Notes: Yields are net, simple and annualized. N/A Expense Ratio data is not publicly available

Disclaimer: An investment in a money market fund is not insured or guaranteed by any government or government agency and is not a bank deposit. Although the fund seeks to preserve the value of your investment, it is possible to lose money by investing in a money market fund. Money market fund yields will vary. This material must be preceded or accompanied by a prospectus which should be reviewed carefully. Money market fund ratings are subject to change and do not remove market risk. Yield quotations more closely reflect the current earnings of the money market fund than total quotations.



MONEY MARKET FUND ANALYSIS

FUND NAME	RATINGS (M/S&P/F)	CUSIP	NASDAQ	EXPENSE RATIO (%)	7-DAY YIELD (%)	MONTHLY YIELD (%)	PORTFOLIO ASSETS (MM)	WAM (DAYS)	% MATURING IN 7 DAYS
Dreyfus Treas&Agen Cash Mgmt/Inv	Aaa-mf/AAA-mf-	261908206	DTVXX	0.42	1.62	1.57	21,738.1	19	100 %

PORTFOLIO HOLDINGS (%) (25-SEP-2018)										
Fund Name	Treas		Repos		TDs		F.B.O		CP-2	
	US	Other	US	Other	D.B.O	F.B.O	CP-1	CP-2	FRNS	
Dreyfus Treas&Agen Cash Mgmt/Inv	43	0	57	0	0	0	0	0	0	0

Treas=US Treasury; US Other= US Other & Agencies; Repos=Repurchase Agreements; TDs=Time Deposits; D.B.O=Domestic Bank Obligations; F.B.O=Foreign Bank Obligations; CP-1=First Tier Commercial Paper; CP-2=Second Tier Commercial Paper; FRNS=Floating Rate Notes

HISTORICAL YIELDS (%)												
	Aug 2018	Jul 2018	Jun 2018	May 2018	Apr 2018	Mar 2018	Feb 2018	Jan 2018	Dec 2017	Nov 2017	Oct 2017	Sep 2017
Dreyfus Treas&Agen Cash Mgmt/Inv	1.57	1.55	1.46	1.33	1.27	1.13	0.99	0.92	0.81	0.71	0.67	0.64

Notes: Yields are net, simple and annualized. N/A: Expense Ratio data is not publicly available

Disclaimer: An investment in a money market fund is not insured or guaranteed by any government or government agency and is not a bank deposit. Although the fund seeks to preserve the value of your investment, it is possible to lose money by investing in a money market fund. Money market fund yields will vary. This material must be preceded or accompanied by a prospectus which should be reviewed carefully. Money market fund ratings are subject to change and do not remove market risk. Yield quotations more closely reflect the current earnings of the money market fund than total quotations.



4-D CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 06 WITH S&B INFRASTRUCTURE FOR A TRAFFIC AND REVENUE STUDY AND AN ORIGIN AND DESTINATION STUDY FOR THE FUTURE FLOR DE MAYO INTERNATIONAL BRIDGE.

WORK AUTHORIZATION NO. 6

This Work Authorization is made as of this 14th day of December, 2018, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC"). This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

Professional services including: The work to be performed by the CONSULTANT under this Work Authorization 6 shall consist of conducting a traffic and revenue (T&R) feasibility study for the proposed Flor de Mayo International Bridge.

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents according to the following schedule as shown on Exhibit C.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$34,999.98, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:


-SIGNATURES ON NEXT PAGE-

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

By: 
Name: Daniel O. Rios, PE, President
Date: 12/14/18

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Cost Proposal

EXHIBIT A
Authorities Responsibilities

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.

EXHIBIT B SCOPE OF SERVICES

County: Cameron

Project: Flor de Mayo International Bridge Feasibility Study

Services – Project Understanding and Goals

Task 1: Project Management/Mobilization

Upon receiving the Notice to Proceed (NTP), the Project Manager will schedule a project kick-off meeting with key stakeholders to define the alternatives, overall project methodology, and data requirements. Based on this meeting, the Project Manager will develop a Project Control Plan outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. The Project Manager will issue a notice to stakeholders regarding project commencement and may request assistance in gathering existing data, traffic reports for the area, details and specifics for the project, and/or other planned projects in the area of influence, when applicable. The Project Manager will provide CCRMA with progress reports on a periodic basis and will provide minutes of meetings held with project stakeholders.

Task 2: Review of Existing Information

Task 2.1 – Review of Existing Information

All previous relevant traffic reports, current and historical traffic volumes, existing origin-destination (OD) surveys, and socioeconomic data (including population, employment, and income) pertaining to the study area will be compiled from the appropriate government information repositories and other available sources such as TxDOT, the City of Brownsville, Cameron County, international bridge operators, truck companies, and others.

Task 2.2 – Highway Network Characteristics, Review and Validation of Supply Inventory

Consultant will conduct an inventory of existing highway network characteristics and define an "area of influence," ascertaining "decision-making points" where competition and the general users' trade-offs occur. Consultant will identify a "network supply" for potential user markets, including planned improvements to highways and bridges within the Project's area of influence and the region on both sides of the border.

Task 3: Field Work and Surveys

Task 3.1 – Road Observations

Road observations will be conducted within the Project's area of influence to ensure the accurate modeling of operational conditions, posted speeds, the number of moving lanes, general land use characteristics, and any other relevant characteristics. Relevant observational notes will be incorporated in the study.

Task 3.2 – Origin-Destination (OD) Surveys

The OD survey information will aid in calibrating/validating the travel demand model (TDM) for the region. Consultant will work closely with the data collection crew that will conduct an intercept survey over the course of three days during the AM and PM peak periods at the

Veterans Bridge, the Gateway Bridge and the B&M Bridge. The questionnaires will be designed to capture the existing potential traffic market for the project, gathering data regarding their trip ODs, vehicle classes, trip purposes, vehicle occupancies, and other variables of relevance. It is expected that the OD survey will capture information on users of the existing POEs in Cameron County.

Task 4: International Border-Crossing Demand Projections

According to the available border-crossing data for all POEs in the region, Consultant will develop an econometric model to forecast border crossings in Cameron County in general. This model will consider all the existing POEs such as Veterans, Gateway, B&M, and Los Indios International Bridges. Maquiladoras, population, and employment in Matamoros will serve as inputs to estimate the total cross-border traffic between the United States and Mexico in this region. The model will then forecast border crossings for future years in terms of cars and trucks. These data will be evaluated for the potential market of the Project.

Task 5: Probabilistic Route Choice Model

Consultant will distribute the share of the forecasted border-crossing demand to each of the existing and new International bridges by employing a probabilistic route choice model. The inputs to this route choice model are the OD survey results, border waiting times, toll rates, and the traffic congestion of the connecting road network on each side the U.S./Mexican border.

To simulate the traffic congestion on each side of the border, Consultant will review two different TDMs for this region. One of these TDMs is the Lower Rio Grande Valley (LRGV) TDM, which includes Cameron County and was developed by TxDOT. Additionally, Consultant developed a bi-national TDM for the Hidalgo County Regional Mobility Authority (HCRMA) that includes Hidalgo County and Cameron County in the United States and Reynosa and Matamoros in México.

Consultant will use the results provided by these two TDMs to develop a Cameron County International Bridge Probabilistic Route Choice Model. The results of this model are daily passenger and commercial vehicle crossings for each of the existing Cameron County International Bridges and the proposed Flor de Mayo International Bridge.

Task 6: Traffic and Revenue Projections for the Proposed POE

Based on the route choice model daily transaction results, Consultant will estimate annual transactions and revenue for a 30-year forecast period. Based on its analysis and experience, Consultant will incorporate assumptions for transactions and revenue reduction factors, revenue days, and toll rates.

The final product of this task will be an annual T&R forecast for a 30-year period, beginning with the proposed opening year of the Flor de Mayo International Bridge.

Task 7: Documentation

Consultant will report its findings for this T&R study as follows:

Task 7.1 – Preparation of Draft Report for the Traffic and Revenue Study

A Draft Report will be prepared to document Consultant's assumptions, inputs, findings, and results. A proposed report layout would include (i) a description of the Project; (ii) a summary of existing travel conditions and data collection; (iii) details regarding the total border-crossing

demand forecast; (iv) details regarding the development of the route choice model; and (v) the resultant T&R forecasts.

Task 7.2 – Draft Report Review by CCRMA

Copies of the Draft Report will be delivered to CCRMA staff for review and comments.

Task 7.3 – Final Report

Consultant will evaluate and respond to comments received during the review period. Accordingly, Consultant will revise the Draft Report to address the comments received and produce a Final Report incorporating any necessary revisions.

EXHIBIT C

Schedule of Work

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED -- Upon Execution

PROVIDE ALL DELIVERABLES AS STATED IN WORK ORDER –

Task 1: Project Management/Mobilization

Duration: 6 weeks (entire length the project)

Task 2: Review of Existing Information

Duration: 1 week (beginning immediately after receipt of NTP)

Task 2.1 – Review of Existing Information

Task 2.2 – Highway Network Characteristics,
Review and Validation of Supply Inventory

Task 3: Field Work and Surveys

Duration: 3 weeks (beginning 1 week after receipt of NTP)

Task 3.1 – Road Observations

Task 3.2 – Origin-Destination (OD) Surveys

Task 4: International Border-Crossing Demand Projections

Duration: 3 weeks (beginning 2 weeks after receipt of NTP)

Task 5: Probabilistic Route Choice Model

Duration: 2 weeks (beginning 3 weeks after receipt of NTP)

Task 6: Traffic and Revenue Projections for the Proposed POE

Duration: 2 weeks (beginning 4 weeks after receipt of NTP)

Task 7: Documentation

Duration: 1 week (beginning 5 weeks after receipt of NTP)

Task 7.1 – Preparation of Draft Report for the Traffic & Revenue Study

Task 7.2 – Draft Report Review by CCRMA

Task 7.3 – Final Report

Work Authorization Complete

February 15, 2019

Task		Timeline					
	Description	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6
1	Project Management/Mobilization	6 weeks					
2	Review of Existing Information	1 week					
3	Field Work and Surveys		3 weeks				
4	International Border-Crossing Demand Projections			3 weeks			
5	Probabilistic Route Choice Model				2 weeks		
6	Traffic and Revenue Projections					2 weeks	
7	Documentation						1 week



**Flor de Mayo
International Bridge
Feasibility Study
Proposal**

Prepared by:



Submitted to:



November 7, 2018



C&M Associates, Inc.

15770 North Dallas Parkway, Suite 870

Dallas, TX 75248

Tel: 214-245-5300

Fax: 214-889-5049

www.candm-associates.com

Date: November 7, 2018
To: Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
Subject: Flor de Mayo International Bridge Feasibility Study – Draft Proposal

Dear Mr. Sepulveda,

C&M Associates, Inc. (C&M) is pleased to present this proposal to conduct a traffic and revenue (T&R) feasibility study for the proposed Flor de Mayo International Bridge (the Project). After careful review of available documentation regarding the project's background, we are confident in our ability to perform the necessary T&R study to assist CCRMA in carrying out its financial plans for the Project.

C&M specializes in T&R studies of toll facilities and has completed over 200 T&R studies since 2004, including over 50 Investment Grade studies that have supported \$16 billion in debt plus equity in U.S. and international financial markets. This experience includes studies for ports of entry (POE), such as the Sunland Park POE, the Del Rio-Acuña II International Bridge, the Alliance International Bridge, and the Otay Mesa East POE. C&M's highly trained and experienced staff is well-suited to perform all tasks required for this T&R study, including data collection, travel demand modeling, sensitivity analysis, and origin-destination surveys.

We greatly appreciate the opportunity to submit this proposal. Please feel free to contact me with any questions you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "S. Bohluli", with a horizontal line underneath.

Shahram "Sam" Bohluli, PhD, P.E.
Vice President – C&M Associates, Inc.
214-245-5300, ext. 404
sbohluli@candm-associates.com

Proposed Project Approach

C&M intends to deliver a Feasibility Study of the Flor de Mayo International Bridge, which involves performing the following tasks over the course of the project:

Task 1: Project Management/Mobilization

Upon receiving the Notice to Proceed (NTP), the Project Manager will schedule a project kick-off meeting with key stakeholders to define the alternatives, overall project methodology, and data requirements. Based on this meeting, the Project Manager will develop a Project Control Plan outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. The Project Manager will issue a notice to stakeholders regarding project commencement and may request assistance in gathering existing data, traffic reports for the area, details and specifics for the project, and/or other planned projects in the area of influence, when applicable.

The Project Manager will provide CCRMA with progress reports on a periodic basis and will provide minutes of meetings held with project stakeholders.

Task 2: Review of Existing Information

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All previous relevant traffic reports, current and historical traffic volumes, existing origin-destination (OD) surveys, and socioeconomic data (including population, employment, and income) pertaining to the study area will be compiled from the appropriate government information repositories and other available sources such as TxDOT, the City of Brownsville, Cameron County, international bridge operators, truck companies, and others.

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Task 3.1 – Road Observations

Road observations will be conducted within the Project’s area of influence to ensure the accurate modeling of operational conditions, posted speeds, the number of moving lanes, general land use characteristics, and any other relevant characteristics. Relevant observational notes will be incorporated in the study.

Task 3.2 – Origin-Destination (OD) Surveys

The OD survey information will aid in calibrating/validating the travel demand model (TDM) for the region. C&M will work closely with the data collection crew that will conduct an intercept survey over the course of three days during the AM and PM peak periods at the Veterans Bridge, the Gateway Bridge and the B&M Bridge. The questionnaires will be designed to capture the existing potential traffic market for the project, gathering data regarding their trip ODs, vehicle classes, trip purposes, vehicle occupancies, and other variables of relevance. It is expected that the OD survey will capture information on users of the existing POEs in Cameron County.

Task 4: International Border-Crossing Demand Projections

According to the available border-crossing data for all POEs in the region, C&M will develop an econometric model to forecast border crossings in Cameron County in general. This model will consider all the existing POEs such as Veterans, Gateway, B&M, and Los Indios International Bridges. Maquiladoras, population, and employment in Matamoros will serve as inputs to estimate the total cross-border traffic between the United States and Mexico in this region. The model will then forecast border crossings for future years in terms of cars and trucks. These data will be evaluated for the potential market of the Project.

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To simulate the traffic congestion on each side of the border, C&M will review two different TDMs for this region. One of these TDMs is the Lower Rio Grande Valley (LRGV) TDM, which includes Cameron County and was developed by TxDOT. Additionally, C&M developed a bi-national TDM for the Hidalgo County Regional Mobility Authority (HCRMA) that includes Hidalgo County and Cameron County in the United States and Reynosa and Matamoros in México.

C&M will use the results provided by these two TDMs to develop a Cameron County International Bridge Probabilistic Route Choice Model. The results of this model are daily passenger and commercial vehicle crossings for each of the existing Cameron County International Bridges and the proposed Flor de Mayo International Bridge.

Task 6: Traffic and Revenue Projections for the Proposed POE

Based on the route choice model daily transaction results, C&M will estimate annual transactions and revenue for a 30-year forecast period. Based on its analysis and experience, C&M will incorporate assumptions for transactions and revenue reduction factors, revenue days, and toll rates.

The final product of this task will be an annual T&R forecast for a 30-year period, beginning with the proposed opening year of the Flor de Mayo International Bridge.

Task 7: Documentation

C&M will report its findings for this T&R study as follows:

Task 7.1 – Preparation of Draft Report for the Traffic and Revenue Study

A Draft Report will be prepared to document C&M's assumptions, inputs, findings, and results. A proposed report layout would include (i) a description of the Project; (ii) a summary of existing travel conditions and data collection; (iii) details regarding the total border-crossing demand forecast; (iv) details regarding the development of the route choice model; and (v) the resultant T&R forecasts.

Task 7.2 – Draft Report Review by CCRMA

Copies of the Draft Report will be delivered to CCRMA staff for review and comments.

Task 7.3 – Final Report

C&M will evaluate and respond to comments received during the review period. Accordingly, C&M will revise the Draft Report to address the comments received and produce a Final Report incorporating any necessary revisions.

Proposed Schedule and Fee

Schedule

C&M estimates that the delivery of the Draft Report for this study will be six (6) weeks after receiving the Notice to Proceed (NTP).

Fee

C&M proposes a lump sum fee of \$34,450.00 to conduct this T&R study, which includes a cost of \$15,000.00 for the OD survey to be performed by Cal y Mayor y Asociados, SC.

**4-E CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND PATHFINDERS
PUBLIC AFFAIRS.**



AGREEMENT FOR CONSULTING SERVICES

Pathfinder Public Affairs (Consultant) will provide legislative representation to Cameron County Regional Mobility Authority (Client). Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the Client. In addition, the Consultant will utilize its significant experience and knowledge in governmental affairs and securing funding for projects for economic development, especially for projects in the Rio Grande Valley, to strengthen the Client's partnership with the Texas Department of Transportation and other governmental agencies, especially in regard to collaboration and funding for the Client's transportation projects.

Any information furnished by the Client, whether orally or in writing, shall be treated as confidential.

This Agreement is effective as of January 1, 2019. This Agreement will terminate on December 31, 2019, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30-days written notice to the other party.

SCOPE OF SERVICES

In cooperation with the Client and at the direction of appropriate representatives of the Client, Consultant proposes to provide the following services:

- Confer, advise and participate in the passage, amendment or defeat of legislation, and secure appropriations, during any regular or Special Session of the Legislature, and advise on strategy that should be followed to accomplish the desired results;
- Review, analyze and advise on all proposed legislation that may affect the Client;
- Advise on and participate in the preparation of testimony for submission before legislative committees;
- Maintain a continuing relationship with the members and key officers and employees of the House and Senate;
- If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the Client;

- Generally, use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the Client;
- Meet with the Client representatives as needed;
- Attend all relevant legislative hearings when the Client's interests are directly affected;
- Provide written reports to the Client on a monthly basis with the invoice;
- Assist the CCRMA in obtaining funding from the Texas Department of Transportation for any on-going CCRMA projects, specifically SPI 2nd Access, Outer Parkway, U.S. 77, East Loop as well as CBI or MPO funded projects; and
 - "CCRMA projects" shall also include any other projects for which the Client requests consulting services from the Consultant or for projects for which the Consultant provides services to Cameron County, Texas (the "County") as described in this Agreement.
- Assist the CCRMA with any issues with any state agencies.

The product of all work performed under this Agreement, including reports, and other related materials shall be the property of the Client, and the Client shall have the sole right to use, sell, license, publish, or otherwise disseminate or transfer rights in such work product. In addition, original documents and reports developed under this Agreement shall belong to and become the property of the Client.

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of \$12,000.00 each month for the duration of this contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expenses provided that such expense receive the prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. . If Consultant and the Client both agree that a higher level of service than expected is needed during the legislative session or a special session is called by the governor, Consultant and the Client may renegotiate this contract based on mutually agreeable terms if necessary during the term of the contract. Notwithstanding the foregoing, Consultant remains obligated to perform under this Agreement during such renegotiation.

Consultant will not expend any funds on behalf of or in the name of the Client as political contributions or in support of any political party, any candidate for political office or any referendum issue. Neither Consultant nor any third party acting on behalf of Consultant will have or will hold itself out as having authority to bind the Client in any way and on any subject whatsoever.

Consultant represents and warrants that it is free to enter into and fully to perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultant's obligations hereunder. In no instance shall Consultant take a position to Client's interests in the matters in which Consultant represents Client. Consultant shall do everything in its power to

promote Client's interests in the matters Client has entrusted to Consultant, and Consultant will do nothing that will be adverse to that commitment.

THE CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD THE CLIENT, AND THE CLIENT'S DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES, OR SUITS, INCLUDING BUT NOT LIMITED TO LEGAL COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THE CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, EXCEPT FOR INJURIES CAUSED BY THE NEGLIGENCE OF THE CLIENT. IN THE EVENT OF LIABILITY FOR DAMAGES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGES TO PROPERTY CAUSED BY OR RESULTING FROM THE CONCURRENT NEGLIGENCE OF THE CONSULTANT AND THE CLIENT, THEN THE CONSULTANT'S LIABILITY HEREUNDER SHALL BE ONLY TO THE EXTENT OF THE CONSULTANT'S NEGLIGENCE.

Consultant will comply with all required lobbying and disclosure filings and assist the Client in complying with such requirements in conjunction with the aforementioned representation.

This Agreement will be governed by the laws of the State of Texas, and venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

The Client may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the Consultant. If this Agreement is terminated by the Client as provided herein, the Consultant shall be paid for the work completed as of the date of termination.

As of the date of this Agreement, the Client and the County intend to enter into that certain Interlocal Agreement between the Client and the County whereby the County will utilize the Client's Consultant during the 86th Legislative session. The form of that Interlocal Agreement is attached hereto as **Exhibit 1** and incorporated by reference. In the event that the Consultant provides such services to the County, the Client shall not be responsible for any fees or expenses incurred in providing those services to the County. Moreover, such services shall not limit or conflict with the services provided by the Consultant to the Client.

Agreed: _____



Consultant

Dated: _____

12.14.18

Agreed: _____



Client

Dated: _____

12.14.18

STATE OF TEXAS

COUNTY OF CAMERON

§
§
§


Contract No. 2018C12400

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

This Interlocal Agreement is entered into between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County" pursuant to V.T.C.A., Government Code, Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas
2. PROJECT TO BE COMPLETED: Cameron County will utilize the CCRMA's Consultant, Pathfinder Public Affairs, during the 86th Legislative session. Consultant will assist County with any legislative issue that may arise during the legislative session. Consultant will report directly to County for any issues associated with the County.
3. The cost of the services and the amount of this Interlocal Agreement is \$48,000, which will be paid by Cameron County. The funds to be paid by Cameron County will be paid from current revenues of Cameron County. Cameron County will receive monthly reports from the CCRMA's Consultant.
4. The rules, regulations and orders of the CCRMA shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this Interlocal Agreement.
5. The Interlocal Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Director and the Cameron County Commissioners Court. The Interlocal Agreement terminates on June 30, 2018, unless extended by action of both CCRMA and COUNTY.

EXECUTED ON 12/18/2018.



 Eddie Treviño, Jr.
 Cameron County Judge



 Frank Parker, Jr., Chairman
 Cameron County Regional Mobility Authority

Attested By:



 Sylvia Garza Perez, County Clerk



Attested By:



 Horacio Barrera, RMA Secretary


**4-F DISCUSSION AND POSSIBLE ACTION REGARDING THE TEXAS
DEPARTMENT OF TRANSPORTATION CATEGORY 12 FUNDS.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

TO: Board of Directors

FROM: Pete Sepulveda, Jr. 
Executive Director

DATE: December 14, 2018

RE: Item 4-F TxDOT Category 12 Funds

The CCRMA currently has Category 12 (Vehicle Registration Fees) Funds in the amount of approximately \$6.5 million for the SH 550 Gap 2 Project. The CAT 12 Funds are state funds and all state policies and procedures must be followed. Because of the state's toll policy, we are not able to use the funds for toll projects, thus, we cannot use them for the Gap 2 Project. In meeting with the Pharr TxDOT District Engineer we are able to work through his office and the Brownsville MPO and TxDOT will increase our CAT 7 (Federal) Funds by \$6.5 million. This allows us to move the construction forward once design is complete. However, the CAT 7 Funds require a 20% local match. We would then request TxDOT that we be allowed to use the CAT 12 Funds to develop the East Loop Project. The funds would be used for design and right of way acquisition. The CAT 12 Funds are 100% TxDOT and no local match would be required.

Staff recommends moving forward with using CAT 7 Funds for Gap 2 and requesting TxDOT that the CAT 12 Funds be reprogrammed to the East Loop Project.

4-G CONSIDERATION AND APPROVAL OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FM 509 PROJECT AND APPROVAL OF CORRESPONDING RESOLUTION.

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CSJ #	0921-06-254	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	FM 509 from FM 508 to FM 1599	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Urban Area Corridor Project
Off-System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **114491** authorizing the State to undertake and complete a highway improvement generally described as **preliminary engineering for the construction of 2 lane rural roadway of FM 509 from FM 508 to FM 1599** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated 12/14/18, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

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AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The Local Government will prepare the environmental document and develop route and design studies, alternative layouts, schematic design, traffic projections, ROW and utility mapping and geotechnical report for FM 509 from FM 508 to FM 1599 as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is \$906,494 as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any

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- work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

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- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the

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contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Cameron County Regional Mobility Authority ATTN: Chairman 3461 Carmen Avenue Rancho Viejo, Texas 78575	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

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shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

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24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

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1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:
The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above.

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The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS



Signature


J. Dan Maupin, P.E.
 Contract Review Section Director
 Texas Department of Transportation

Typed or Printed Title

1- 18- 2018 ²⁰¹⁹ *gm*

Date

THE LOCAL GOVERNMENT



Signature

FRANK PARKER, SR.

Typed or Printed Name

CHAIRMAN CCRMA

Typed or Printed Title

12/21/2018

Date

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ATTACHMENT A
RESOLUTION OR ORDINACE

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 14TH DAY OF DECEMBER, 2018, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FM 509 PROJECT AND APPROVAL OF CORRESPONDING RESOLUTION”

WHEREAS: the Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation to prepare the environmental document and develop route and design studies, alternative layouts, schematic design, traffic projections, ROW and utility mapping and geotechnical report for FM 509 from FM 508 to FM 1599; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Advance Funding Agreement to prepare the environmental document and develop route and design studies, alternative layouts, schematic design, traffic projections, ROW and utility mapping and geotechnical report for FM 509 from FM 508 to FM 1599; and


WHEREAS: this Advance Funding Agreement will fund the above mentioned tasks for the FM 509 Project.

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

Passed, Approved and Adopted on this 14th day of DECEMBER, 2018.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY


FRANK PARKER, JR.
RMA CHAIRMAN


RUBEN GALLEGOS, JR.
RMA VICE CHAIRMAN


HORACIO BARRERA
RMA SECRETARY


MICHAEL F. SCAIEF
RMA TREASURER

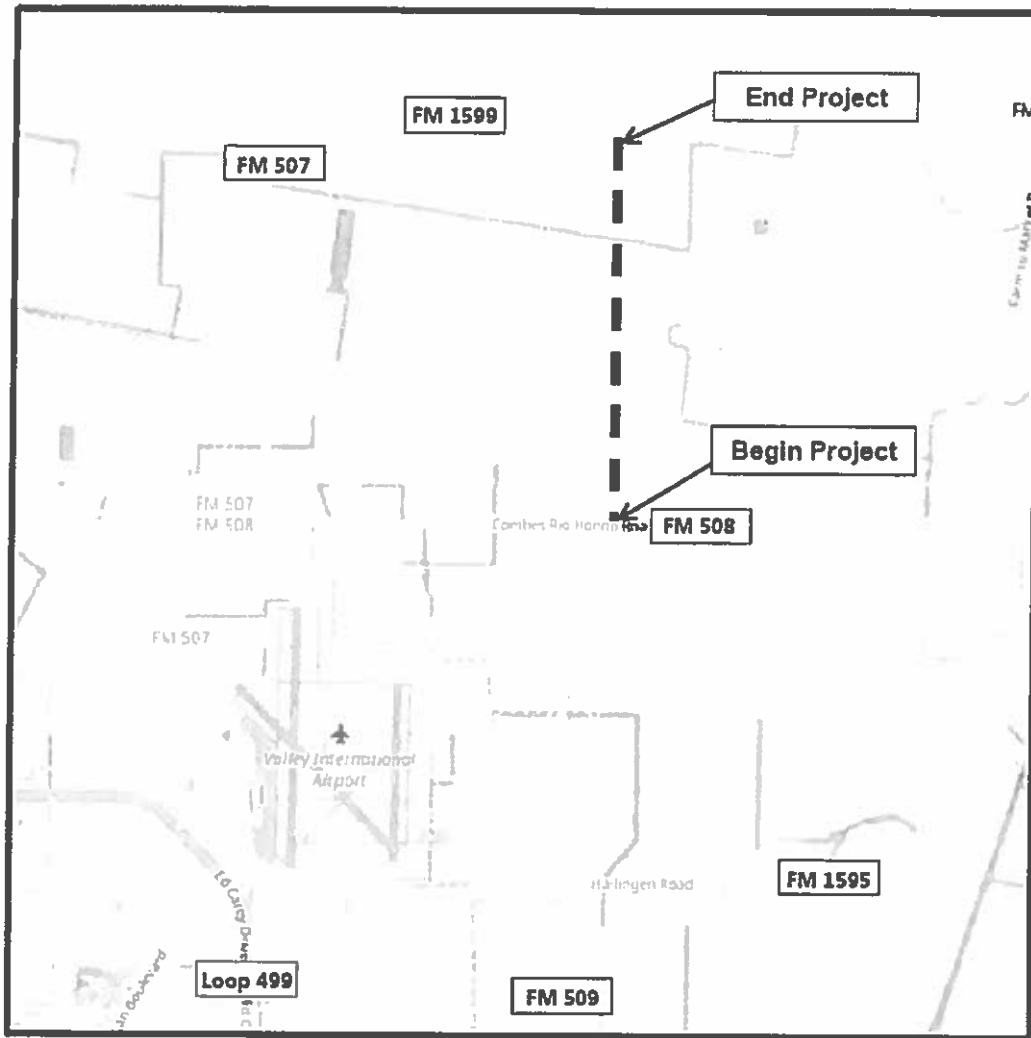

MARK ESPARZA
RMA DIRECTOR


NAT LOPEZ
RMA DIRECTOR


MARIA VILLEGAS, M.D.
RMA DIRECTOR

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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

This project received a total of \$686,000 in Category 10 Earmark Funds for preparation of the and development of route and design studies, alternative layouts, schematic design, traffic projections, ROW and utility mapping, and geotechnical report. The federal share is 100% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding and the environmental document. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG) Cat 10		\$686,000	100%	\$686,000	0%	\$0	0%	\$0
Environmental (by LG) 100% Local		\$100,000	0%	\$0	0%	\$0	100%	\$100,000
Subtotal		\$786,000		\$686,000		\$0		\$100,000
Direct State Cost for Prelim. Engineering \$78,600	Environm. Direct State Costs (30%)	\$23,580	0%	\$0	0%	\$0	100%	\$23,580
	Right of Way Direct State Costs (10%)	\$7,860	0%	\$0	0%	\$0	100%	\$7,860
	Engineer. Direct State Costs (50%)	\$39,300	0%	\$0	0%	\$0	100%	\$39,300
	Utility Direct State Costs (10%)	\$7,860	0%	\$0	0%	\$0	100%	\$7,860
Indirect State Costs		\$41,894	0%	\$0	100%	\$41,894	100%	\$0
Subtotal		\$120,494		\$0		\$41,894		\$78,600
TOTAL		\$906,494		\$686,000		\$41,894		\$178,600

Initial payment by the Local Government to the State: \$ 78,600
Payment by the Local Government to the State before construction: \$ 0
Estimated total payment by the Local Government to the State: \$ 78,600

This is an estimate. The final amount of Local Government participation will be based on actual costs.