

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 1<sup>st</sup> day of February 2019, there was conducted a Special 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 (joined via phone)

RUBEN GALLEGOS, JR.  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

MICHAEL SCAIEF  
DIRECTOR

MARK ESPARZA  
DIRECTOR

NAT LOPEZ  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

HORACIO BARRERA  
ABSENT

DR. MARIA VILLEGAS, M.D.  
ABSENT

\_\_\_\_\_  
ABSENT



The Meeting was called to order by Chairman Parker, at 12:02 P.M. 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 29<sup>th</sup> day of January 2019 at 8:05 A.M.





**IMPROVING MORE THAN JUST ROADS**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
JAN 29 10 42 AM 2019  
Document Number: 00000612  
Section: 00000612  
County: 101  
Office: 00000612  
Comment: 00000612

## AGENDA

### Special Meeting of the Board of Directors of the Cameron County Regional Mobility Authority

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

February 1, 2019

12:00 Noon

#### PUBLIC COMMENTS:

1. Public Comments.

#### CONSENT ITEMS:

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately.

- A. Consideration and Approval of the Minutes for:

January 11, 2019 – Regular Meeting.

#### ITEMS FOR DISCUSSION AND ACTION:

3. Action Items.

- A. Approval of Claims.

- B. Consideration and Approval of an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road Project and approval of corresponding Resolution.

- C. Consideration and Approval of Work Authorization No. 5 with S&B Infrastructure for the East Loop Project.

- D. Consideration and Approval of Work Authorization No. 7 with S&B Infrastructure for Traffic Projection Data for Old Alice, Naranjo and Morrison Road Projects.

- E. Consideration and Approval of Work Authorization No. 8 with S&B Infrastructure for Historical and Archeological Studies for Old Alice Road and Naranjo Road.**
- F. Consideration and Approval of a Resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2019; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, and other matters pertaining to such series of bonds; approving the execution and delivery of transaction documents; ratifying and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto.**

**ADJOURNMENT:**

Signed this 29<sup>th</sup> day of January 2019.



**Frank Parker, Jr.  
Chairman**

**NOTE:**

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

## PUBLIC COMMENTS

### 1 PUBLIC COMMENTS

None were presented.

## CONSENT ITEMS

**ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY**

### 2-A Consideration and Approval of the Minutes for:

**January 11, 2019 – Regular Meeting.**

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

Director Esparza moved to approve the minutes for January 11, 2019 Regular Meeting. The motion was seconded by Vice Chair Gallegos and carried unanimously.

## ACTION ITEMS

### 3-A Approval of Claims.

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

Mr. Victor Barron, RMA Controller went over the Claims and presented into the record.

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

**The Claims are as follows:**

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**3-B Consideration and Approval of an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road 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 \$76,060.00 would need to be approved to pay the Texas Department of Transportation for Direct Expenses. The City of Los Fresnos will provide the matching funds.

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 Whipple Road Project and approval of corresponding Resolution and releasing the check to TxDOT in the amount of \$76,060.00. The motion was seconded by Director Esparza and carried as follows.

**NOTE: Director Scaief abstained and did not participate in the discussion for this item.**

AYE: Chairman Parker, Vice Chair Gallegos, Director Esparza and Director Lopez.

NAY: None.

ABSTAINED: Director Scaief.

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

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**3-C Consideration and Approval of Work Authorization No. 5 with S&B Infrastructure for the East Loop Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Work Authorization. Mr. Sepulveda explained that CCRMA Staff is working on the Environmental Document but the Consultant will need to combine the schematics that will be part of the Environment Document.

Director Esparza moved to approve Work Authorization No. 5 with S&B Infrastructure for the East Loop Project. The motion was seconded by Vice Chair Gallegos and carried unanimously.

**The Work Authorization is as follows:**

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**3-D Consideration and Approval of Work Authorization No. 7 with S&B Infrastructure for Traffic Projection Data for Old Alice, Naranjo and Morrison Road Projects.**

Mr. Pete Sepulveda, Jr., RMA Executive Director asked that the item be tabled.

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

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**3-E Consideration and Approval of Work Authorization No. 8 with S&B Infrastructure for Historical and Archeological Studies for Old Alice Road and Naranjo Road.**

Mr. Pete Sepulveda, Jr., RMA Executive Director asked that the item be tabled.

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

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3-F **Consideration and Approval of a Resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2019; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, and other matters pertaining to such series of bonds; approving the execution and delivery of transaction documents; ratifying and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto.**

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

Mr. Dave Gordon, representing Estrada Hinojosa & Co., Inc., went over a detailed Presentation regarding the Vehicle Registration Fee Revenue Refunding Bonds Series 2019 Plan of Finance. Mr. Ed Fierro with Bracewell, LLP. discussed new continuing disclosure requirements. A discussion ensued between Mr. Gordon and Board Members on the risks and potential savings to the Cameron County Regional Mobility Authority.


Director Scaief moved to approve the Resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2019; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, and other matters pertaining to such series of bonds; approving the execution and delivery of transaction documents; ratifying and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto, subject to principal amount not exceeding current debt. The motion was seconded by Vice Chair Gallegos and carried unanimously.

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

### 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 12:53 P.M.

APPROVED this 8<sup>th</sup> day of February 2019.

  
CHAIRMAN FRANK PARKER, JR.

ATTESTED:   
HORACIO BARRERA, SECRETARY

**3-A APPROVAL OF CLAIMS**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for February 1, 2019**



**100 - Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Blanca C. Betancourt	Blanca C. Betancourt	BCB Reimburse	45.73	BCB Reimbursement 1.25.19 Admin. office snacks for meetings	Indirect	Y	Local	Ope
Burton McCumber & L Longoria, LLP	Burton McCumber & Longoria, LLP	01123192	12,148.14	BML Inv. 01123192 External Audit Services	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JF	PEDRO SEPULVEDA JR.	PSJ 1.17.19	699.08	Executive Director travel reimbursement for Meeting with Rep. Lucio Senator in Austin, Tx	Indirect	Y	Local	Ope
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	Feb 2019	4,060.00	Administrative Offices Rent for Feb 2019	Indirect	Y	Local	Ope
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2019-02	5,912.32	TML Integovermental Employee Benefits Pool Feb. 2019	Indirect	Y	Local	Ope

**100 - Interlocal Agreements**

Foremost Paving	Foremost Paving Inc	#4	275,135.00	FPI Construction Veterans November 2018	CC- Veterans Bridge	Y	Local	Ope
Foremost Paving	Foremost Paving Inc	FPI Est 5	137,659.68	Vet Bridge Truck Lane Expansion No 5	CC- Veterans Bridge	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.113-06	43,079.81	S&B PS&E POV Expansion 11/11/18-12/22-18	CC- Veterans Bridge	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.300-01	33,709.48	S&B Veterans Bridge Truck Lane Expansion Construction Management 9.13.18-12.31.18	CC- Veterans Bridge	Y	Local	Ope
Tecsidel SA	Tecsidel SA	119	138,646.40	Tecsidel Milestone # 7 Successful completion of SIT and System Commissioning	Pharr- Reynosa Intl Bridge	Y	Local	Ope

**Report Total Operations and Interlocal Agreements** 651,095.64

**525 - Tolls**

Prisciliano Delgado	Prisciliano Delgado	10546	200.00	Lawn Care Services for Feb 2019	Indirect	Y	Local	Merch
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2019-02	<u>4,873.80</u>	TML Integovermental Employee Benefits Pool Feb. 2019	Indirect	Y	Local	Merch

**Report Total Tolls** 5,073.80





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgement January 17, 2019**  
**100 - Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR 1.16.19	1,196.94	Forum	Indirect	Y	Local	Ope
Blanca C. Betancourt	Blanca C. Betancourt	BCB 1.16.19	60.86	BCB Reimbursement (Administrative Office Snacks for meetings)	Indirect	Y	Local	Ope
Pathfinder Public Af	Pathfinder Public Affairs, Inc	12	12,000.00	Pathfinder Consulting Services	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement	1,928.28	PSJ Reimbursement Travel to Austin (Transportation Forum , swearing in ceremonies at House & Senate)	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	14002-2030007806	36.06	VMUD 11.28.18-12.28.18 Ste 7	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	14002-2030007907	34.55	VMUD 11.28.18-12.28.18 Ste 6	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	14002-203000805	34.55	VMUD 11.28.18-12.28.18 Ste 4	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	14002-2030008105	34.92	VMUD 11.28.18-12.28.18 Ste 5	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	14002-2030008406	34.92	VMUD 11.28.18-12.28.18 Ste 5	Indirect	Y	Local	Ope
Report Total			<u>15,361.08</u>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon	Amazon Dec. 2018	239.41	Amazon Dec 2018	Indirect	Y	Local	Merch
IBTTA	International Bridge, Tunnel & Turnpike Association	2019-A-NA-006	4,626.00	IBTTA Membership Dues	Indirect	Y	Local	Merch
Kapsch - Maintenance	Kapsch TrafficCom USA, Inc	486019SI11285	13,390.31	Kapch 10.1.18.18-10.31.18	Indirect	Y	Local	Merch
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20181231	201.58	Lexis Nevis Dec 2018 (2 Users)	Indirect	Y	Local	Merch
Matus Contractor Co	Matus Contractor Company	103	4,500.00	MCC - (cutting grass, garbage collection and application of hermicided in: Section 2 Paredes Line to FM 550	Indirect	Y	Local	Merch
US Post Master	US Post Master	USPS Internationall	5,000.00	USPS International Postage Replenishment	Indirect	Y	Local	Merch
US Post Master	US Post Master	USPS Postage Repleni	5,000.00	USPS Replenishment to purchase first class stamps	Indirect	Y	Local	Merch
US Post Master	US Post Master	USPS Replenishment	15,000.00	USPS Replenishment	Indirect	Y	Local	Merch
VMUD	Valley Municipal Utility District	14002-3010066802	40.58	VMUD 11.28.18-12.28.18 (Tolls)	Indirect	Y	Local	Merch
Xerox Corporation	Xerox Financial Services LLC	1453087	1,000.77	Xerox Lease Payment (Formax)	Indirect	Y	Local	Merch
Report Total			<u>48,998.65</u>					



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgement January 25, 2019**  
**100 - Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AFLAC	Aflac	979785	235.82	Aflac Dec 2018 (Supplemental Insurance Premiums JH,MDM & LP)	Indirect	Y	Local	Ope
Emp Maria D Mayorga	Maria D Mayorga	MDM 1.18.19	47.44	Executive Assistant Travel Reimb for Errands during Jan 2019	Indirect	Y	Local	Ope
Superior Alarms	Superior Alarms	666730	75.00	Superior Alarm Inv. 666730	Indirect	Y	Local	Ope
Verizon Wireless	Verizon Wireless	7791796791	57.32	Verizon Wireless Inv. 924587176-00001	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103393	<u>402.00</u>	Zeigner Host Services MIP Fund Accounting Dec. 2018	Indirect	Y	Local	Ope
Report Total			<u>817.58</u>					

**525 - Toll Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Brownsville PUB	Brownsville Public Utilities	588837	195.85	PUB Dec 2018 - 588837 12.12.18-1.11.19	Port Spur - SH550	Y	Local	Tolls
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 12.1.18	1,141.23	FSM Reimbursement 12.1.18 for Cameron	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI 1.16.19	206.57	RI Reimbursement 1.16.19 (Travel to Pharr, Old Alice , SH550 & Office Depot and misc supplies)	Indirect	Y	Local	Tolls
Weston Insurance Com	Weston Insurance Company	2203553	3,459.00	Weston Insurance Renewal Policy Windstorn invoice	Indirect	Y	Local	Tolls
Report Total			<u>5,002.65</u>					

**3-B CONSIDERATION AND APPROVAL OF AN ADVANCE FUNDING AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE WHIPPLE  
ROAD PROJECT AND APPROVAL OF CORRESPONDING RESOLUTION.**

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
CSJ #	0921-06-292	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60038		
Project Name	Whipple Road, From FM 1575 to FM 1847	<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For  
Metropolitan Mobility and Rehabilitation 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 **115291** authorizing the State to undertake and complete a highway improvement generally described as **preliminary engineering for the construction of Whipple Road as a 2 lane roadway with continuous left turn lane from SH 1575 to FM 1847** (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated 02-01-2019, 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:

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0921-06-292	<b>CFDA No.</b>	20.205
<b>District #</b>	21 - Pharr	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	60038		
<b>Project Name</b>	Whipple Road, From FM 1575 to FM 1847	<i>AFA Not Used For Research &amp; Development</i>	

## 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.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	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 preliminary design to include traffic study, schematic, technical reports, and agency coordination for the construction of Whipple Road as a 2 lane roadway with continuous left turn lane from FM 1575 to FM 1847 as shown on Attachment B.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is **\$476,630** 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.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0921-06-292	<b>CFDA No.</b>	20.205
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<b>Code Chart 64 #</b>	60038		
<b>Project Name</b>	Whipple Road, From FM 1575 to FM 1847	<i>AFA Not Used For Research &amp; Development</i>	

- The State and the federal government will not reimburse the Local Government for any 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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0921-06-292	<b>CFDA No.</b>	20.205
<b>District #</b>	21 - Pharr	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	60038		
<b>Project Name</b>	Whipple Road, From FM 1575 to FM 1847	<i>AFA Not Used For Research &amp; Development</i>	

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.

- 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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
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<b>Code Chart 64 #</b>	60038		
<b>Project Name</b>	Whipple Road, From FM 1575 to FM 1847	<i>AFA Not Used For Research &amp; Development</i>	

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.

**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.



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**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).

**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

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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 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:

<b>Local Government:</b>	<b>State:</b>
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 <sup>th</sup> 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

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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 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

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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.

**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

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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:
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).

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- 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).
- 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](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

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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.).

- 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.

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- 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.
- 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)



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to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto: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. 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**

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Signature

J. Dan Maupin  
Contract Review Section Director

03-01-2019

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Date

**THE LOCAL GOVERNMENT**

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Signature

FRANK PARKER, SR.

---

Typed or Printed Name

CHAIRMAN

---

Typed or Printed Title

2/8/17

---

Date

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**ATTACHMENT A**  
RESOLUTION OR ORDINANCE

**THE STATE OF TEXAS**

**COUNTY OF CAMERON**

**RESOLUTION**

BE IT RESOLVED THAT ON THE 1<sup>ST</sup> DAY OF FEBRUARY, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN SPECIAL 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 WHIPPLE ROAD 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 an environmental document and preliminary design to include traffic study, schematic, technical reports, and agency coordination for the construction of Whipple Road as a 2 lane roadway with continuous left turn lane from SH 1575 to FM 1847; and

**WHEREAS:** Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Advance Funding Agreement to prepare an environmental document and preliminary design to include traffic study, schematic, technical reports, and agency coordination for the construction of Whipple Road as a 2 lane roadway with continuous left turn lane from SH 1575 to FM 1847; and

**WHEREAS:** this Advance Funding Agreement will fund the above mentioned tasks for the Whipple Road 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 1<sup>st</sup> day of February, 2019.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



FRANK PARKER, JR.  
CHAIRMAN



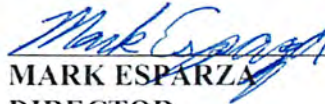
RUBEN GALLEGOS, JR.  
VICE CHAIRMAN



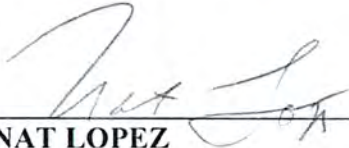
HORACIO BARRERA  
SECRETARY

*abstained*

MICHAEL F. SCAIEF  
TREASURER



MARK ESPARZA  
DIRECTOR



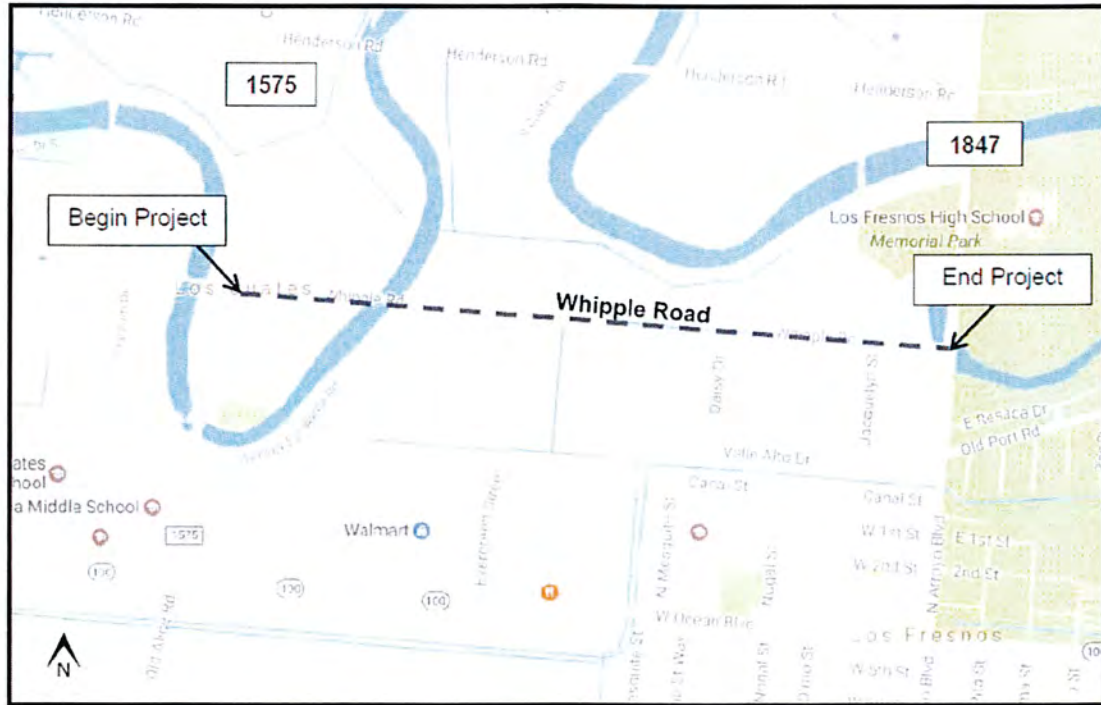
NAT LOPEZ  
DIRECTOR

*absent*

MARIA VILLEGAS, M.D.  
DIRECTOR

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0921-06-292	<b>CFDA No.</b>	20.205
<b>District #</b>	21 - Pharr	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	60038		
<b>Project Name</b>	Whipple Road, From FM 1575 to FM 1847		
<i>AFA Not Used For Research &amp; Development</i>			

**ATTACHMENT B**  
LOCATION MAP SHOWING PROJECT



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0921-06-292	<b>CFDA No.</b>	20.205
<b>District #</b>	21 - Pharr	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	60038		
<b>Project Name</b>	Whipple Road, From FM 1575 to FM 1847	<b>AFA Not Used For Research &amp; Development</b>	

### ATTACHMENT C PROJECT BUDGET

This project received a total of \$380,300 in Category 7 Metropolitan Mobility and Rehabilitation Funds for the preparation of the environmental document and preliminary design to include traffic study, schematic, technical reports, and agency coordination. Considering a 71% Economically Disadvantaged Counties Program reduction to the project's preliminary engineering costs, the federal share is 80%, the state share is 14.2% and the local government share is 5.8%. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG) Cat 7	\$380,300	80%	\$304,240	0%	14.2%	\$54,003	20%	5.8%	\$22,057
<b>Subtotal</b>	<b>\$380,300</b>		<b>\$304,240</b>			<b>\$54,003</b>			<b>\$22,057</b>
Direct State Cost for Prelim. Engineering \$76,060 (20% of PE)	Environ. Direct State Costs (30%)	0%	\$0		0%	\$0		100%	\$22,818
	Right of Way Direct State Costs (10%)	0%	\$0		0%	\$0		100%	\$7,606
	Engineer. Direct State Costs (50%)	0%	\$0		0%	\$0		100%	\$38,030
	Utility Direct State Costs (10%)	0%	\$0		0%	\$0		100%	\$7,606
Indirect State Costs (5.33%)	\$20,270	0%	\$0		100%	\$20,270		0%	\$0
<b>Subtotal</b>	<b>\$96,330</b>		<b>\$0</b>			<b>\$20,270</b>			<b>\$76,060</b>
<b>TOTAL</b>	<b>\$476,630</b>		<b>\$304,240</b>			<b>\$74,273</b>			<b>\$98,117</b>

Initial payment by the Local Government to the State: **\$76,060**  
Payment by the Local Government to the State before construction: **\$ 0**  
Estimated total payment by the Local Government to the State: **\$76,060**

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

**3-C CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 5 WITH  
S&B INFRASTRUCTURE FOR THE EAST LOOP PROJECT.**

## WORK AUTHORIZATION NO. 5

This Work Authorization is made as of this 1<sup>st</sup> day of February, 2019, 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 contract shall consist of providing engineering services required for the updating and repackaging of plans, specifications and estimates (PS&E) for East Loop from IH 69E to SH 4 @ South Port Connector.*

### 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 \$152,765.09, 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

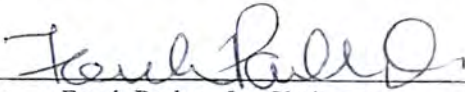
The parties agree to the following provisions with respect to this specific Work Authorization:

-SIGNATURES ON NEXT PAGE-

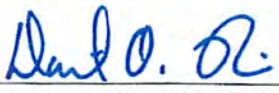


Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: 2/8/19

**S&B INFRASTRUCTURE, LTD.**

By:   
Name: Daniel O. Rios, PE, President  
Date: 2/4/2019

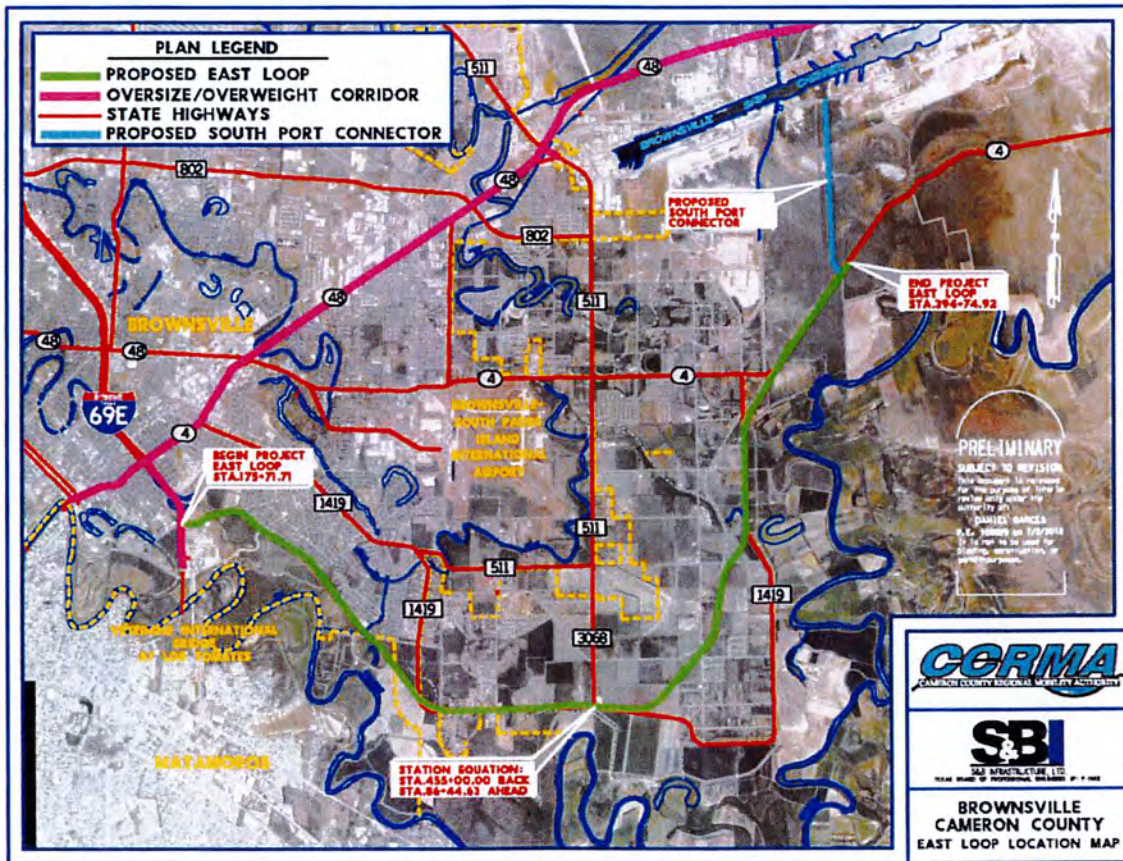
LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D1 - Fee Schedule
- Exhibit D2- Sub Cost Proposal

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**  
*East Loop APD*

County: Cameron  
Highway: East Loop  
Limits: From: IH 69 E to SH 4 @ South Port Connector  
Project Length: Approximately 11.5 miles

**LOCATION MAP:**



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

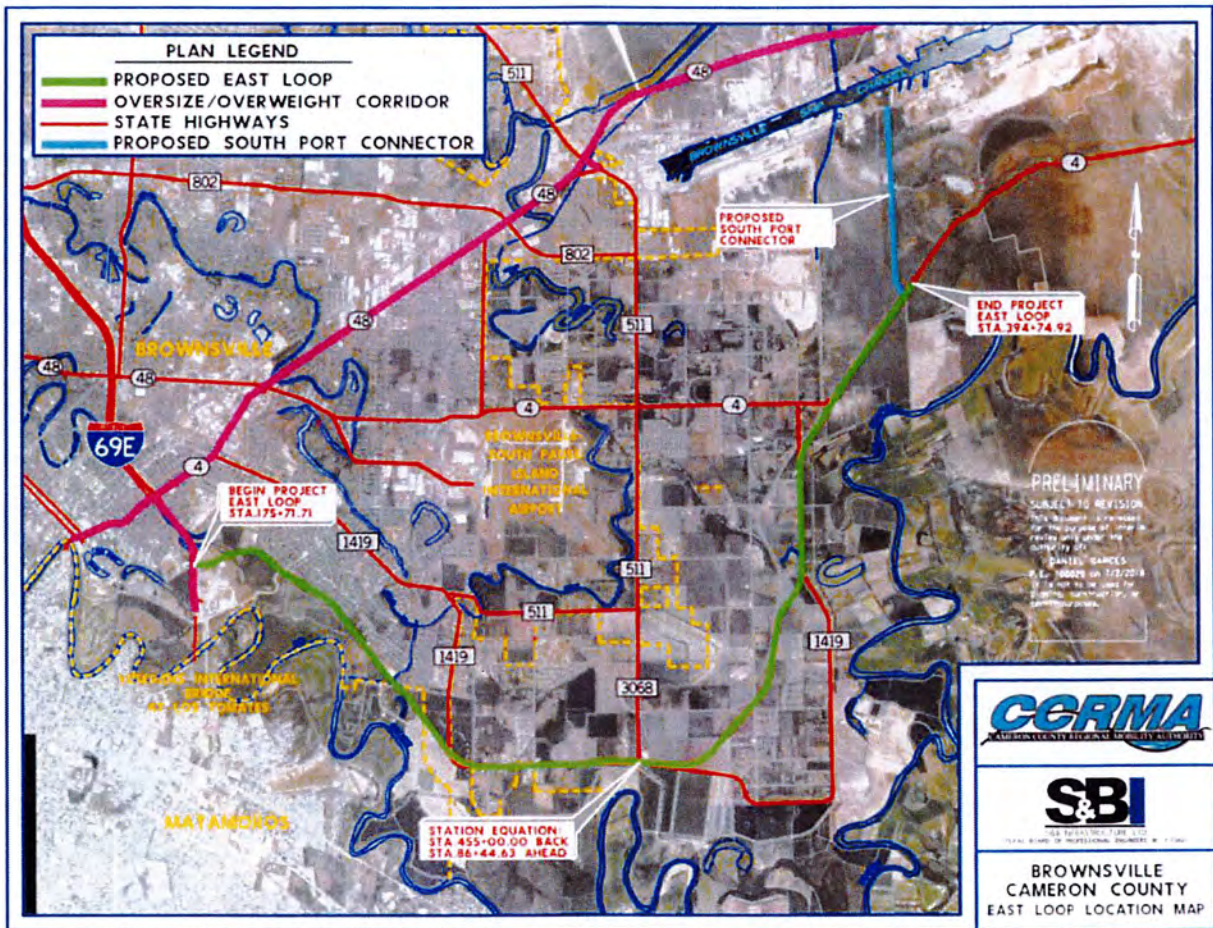
1. The AUTHORITY will collect and provide hard copy and digital copy of previously completed work, cost estimates, design files for exhibits, record drawings, public involvement, traffic data for roadway, property ownership digital mapping, survey ground control and public utility information as required to complete the task.

2. The AUTHORITY shall provide timely approvals and responses, enabling the project to move forward smoothly and with minimal delay. When delays in issuing approvals and responses are anticipated by the AUTHORITY, the AUTHORITY will communicate this to the GEC and allow project schedule to be adjusted accordingly.
3. The AUTHORITY shall provide the Environmental document for review.
4. The AUTHORITY shall make revisions to Environmental document as per the agreed upon comments from the GEC.
5. The AUTHORITY shall schedule and conduct Public Meetings with respect to the NEPA process required for the project.

**EXHIBIT B**  
**SCOPE OF WORK**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
*East Loop APD*

County: Cameron  
 Highway: East Loop  
 Limits: From: IH 69 E to SH 4 @ South Port Connector  
 Project Length: Approximately 11.5 miles

LOCATION MAP:



**Project Overview:**

Cameron County Regional Mobility Authority has initiated the Advanced Project Development (APD) for the proposed development of the East Loop in Cameron County.

This work authorization includes Project Administration and Coordination, Review of an EA provided by the Authority, Cultural Resources, Schematic Design (two schematics will be combined into one overall schematic) and technical assistance during public involvement.

The proposed East Loop project would consist of connecting the Veterans Bridge to the South Port Connector Roadway. The original schematic design will be revised based on the Value Engineering Study held on the project. Additional alternatives will not be developed or evaluated.

The ENGINEER will complete the project as outlined in Exhibit C, Work Schedule and will function as an extension of the AUTHORITY'S resources by providing qualified technical and professional personnel, by performing the tasks described herein, and by meeting the requirements and responsibilities outlined under the terms of this Exhibit B, Scope of Work. The ENGINEER will minimize the AUTHORITY'S need to apply its own resources to assignments authorized to the maximum extent practicable.

The scope of work for the East Loop project is as described below.

## **TASK 145 – PROJECT ADMINISTRATION AND COORDINATION**

### **Subtask 145.01.01 – General Administration**

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

- A) Subcontracting – Prepare, coordinate, execute and administer work authorizations with sub-consultants.
- B) Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. The monthly progress reports will include: Activities completed, initiated or ongoing during the reporting period; Activities planned for the coming period; Problems encountered and actions to remedy them; Overall status, including a tabulation of percentage complete by task; Updated project schedule; Minutes of study meetings and copies of monthly correspondence.
- C) Record Keeping and File Management – Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence - Prepare written materials, letters, survey forms etc. used to solicit information or collect data for the project and submit them to the AUTHORITY for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the AUTHORITY on a continuing, at least monthly, basis.
- E) Schedule - Prepare a detailed, graphic schedule linking Work Authorization tasks, subtasks, critical dates, milestones, deliverables and AUTHORITY review requirements. The project schedule will be in a format, which depicts the order and inter-dependence of the various tasks, subtasks, milestones and deliverables for each of the tasks identified therein. Progress will be reviewed periodically for conformance to Exhibit B, Work Schedule; and should these reviews indicate a substantial change in progress, the schedule will then be revised accordingly.
- F) Managing Change - Communicate in a timely manner all types of change that may occur in the project including but not limited to schedule, personnel, scope and work product changes. The AUTHORITY approved change(s) shall then be incorporated into the project schedule in a timely fashion to minimize any unnecessary rework.

**Deliverables:**

- Monthly progress report that delineates activities performed per function code
- Monthly invoice/billings with list of products delivered per invoice billing cycle

**Subtask 145.01.02 – Project Coordination Meetings**

Progress Meetings - Attend up to four (4) progress meetings with designated AUTHORITY representatives and the Texas Department of Transportation (TxDOT) to report on the progress of tasks related to the services. The ENGINEER will submit a memorandum summarizing the minutes and events of each meeting.

**Deliverable:**

- Meeting agendas and minutes for all progress meetings attended

**Subtask 145.01.03 – Cameron County RMA Project Coordination**

A) The ENGINEER will coordinate with the AUTHORITY on project-related issues. The project coordination issues will include, but not be limited to, attending Board of Directors' Meetings to report on status of the East Loop Project. The Project Manager will be available to respond to questions that may be asked by the Board.

**Deliverable:**

- Meeting agendas and minutes for all progress meetings attended

**TASK 110 – ROUTE AND DESIGN STUDIES**

**Subtask 110.01.01 – Data Collection**

The ENGINEER will review previously assembled and documented project data.

**TASK 110.02 – PRELIMINARY ENGINEERING SERVICES**

**Subtask 110.02.01 – Preliminary Design Concept Conference**

- A) The ENGINEER will prepare the draft Design Summary Report (DSR) for the Preliminary Design Concept Conference (PDCC). The draft DSR information will include the PDCC comments and concurrence, suggested attendance and suggested agenda. The draft DSR will be submitted to the AUTHORITY for review prior to conducting the PDCC.
- B) The ENGINEER, in cooperation with the AUTHORITY, will conduct and document the PDCC meeting. The ENGINEER will provide up to two (2) copies of plots, plans and related drawings of recommended alternative (1 anticipated) as appropriate for the PDCC meeting. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on the following:
- 1) Review of DSR.
  - 2) Establish design parameters for geometrics.
  - 3) Identify the key engineering and environmental constraints.
  - 4) Specific issues for focus during the engineering plan development.

- 5) Identification of desired bicycle and pedestrian facilities and amenities.
  - 6) Project development schedule
  - 7) Other issues as identified by the AUTHORITY.
- C) Within one (1) week after conducting the PDCC, the ENGINEER will submit three (3) revised draft copies of the DSR to the AUTHORITY for review and approval. After AUTHORITY comments are incorporated, the ENGINEER will prepare five (5) copies of the final DSR and submit along with meeting minutes to the AUTHORITY.

**Deliverables:**

- Design Summary Report – 3 draft copies and 5 final copies
- PDCC Meeting minutes

**Subtask 110.02.02 – Preliminary ROW Requirements**

Preliminary ROW requirements shall be determined using roadway functional classification, consideration of environmental impacts, design criteria, access denial limits (control of access), utility corridor space requirements, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs shall be prepared. ROW acquisition costs will be based on current appraisal values obtained from the Cameron County Appraisal District for the specific parcels to be acquired. At this time it is anticipated a 150' ROW will be utilized.

**Deliverables:**

- Preliminary ROW technical memorandum

**Subtask 110.02.03 – Preliminary Utility Location Investigations**

- A) The ENGINEER will utilize existing plans; coordinate with utility companies, and visual field confirmation in the development of a preliminary utility location map.
- B) The ENGINEER will participate in up to three (3) coordination meetings with designated AUTHORITY representatives and the utility companies' representatives to identify / confirm existing / proposed utilities, potential conflicts, review coordination progress and resolve outstanding balances.

**Subtask 110.02.04 – Preliminary Construction Cost Estimates**

For the three (3) reasonable alternatives alignments and applicable modes, a preliminary opinion of probable construction cost that includes preliminary ROW costs, landscape costs and utility adjustments, will be prepared by the ENGINEER. Unit costs will be based statewide and/or Pharr District average unit prices, from the TxDOT website. Preliminary cost estimates will include an approximate 20% contingency and shall be updated for every state of the milestone completion in a higher degree of detail, as more information is obtained and developed.

Because the ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet project schedules, the ENGINEER'S opinion

of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. The ENGINEER does not guarantee that proposals, bids or actual project costs will not vary from the ENGINEER's cost estimates or that actual schedules will not vary from the ENGINEER's projected schedules.

### **TASK 110.03 – GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT**

The ENGINEER will develop a schematic plan of the Recommended Preferred Alternative. Preliminary design considerations will include the following: design criteria (operation/safety), ROW requirements and project costs.

#### **Subtask 110.03.01 – Typical Sections**

The ENGINEER will develop applicable typical sections of existing and proposed roadways at a proportional scale for incorporation into the schematic layout document. Typical section will include the following design elements:

- A) Centerline alignment.
- B) Profile grade line.
- C) ROW width (existing and proposed).
- D) Limits of proposed roadway.
- E) Concrete traffic barrier railing or fencing.
- F) Illumination.
- G) Median width (raised, depressed, painted) and slope.
- H) Sign structures.
- I) Shoulder widths.
- J) Lane widths.
- K) Clear zones.
- L) Bicycle facilities.
- M) Pavement structure.
- N) Pavement cross slope.
- O) Berms.
- P) Border (utility corridor).
- Q) Drainage structures (existing and proposed).
- R) Ditches, including side slope rates for fills and cuts.
- S) Natural grade line.
- T) Traffic directional arrows.
- U) Structure clearances, including horizontal and vertical clearances, airport clearances
- V) Sidewalks.
- W) Turn Lanes.
- X) Superelevation limits, stationing and rate.

#### **Subtask 110.03.02 – Geometric Design (Horizontal and Vertical Control)**

The ENGINEER will develop vertical and horizontal alignments using Geopak for main lanes, and cross streets. Geometric design will be developed in sufficient detail to determine basic engineering needs such as ROW, fill or embankment, retaining wall locations and surface drainage needs.



### **Subtask 110.03.03 – Preliminary Design Cross Sections**

Preliminary design cross sections will be prepared at a maximum interval of 500 feet for roadway and specific elevated sections where there is a variation in profile. The preliminary design cross section will extend 15 feet beyond the limits of the proposed and/or existing ROW lines. Cross sections will be provided in hard copy and electronic Geopak format on a compact disk (CD). Information on each section will include existing ground line and proposed roadway template showing roadway and subgrade, or elevated bridge structures, as appropriate. Roadway excavation and embankment quantities will also be calculated for each section using the average end areas method. Cross sections will be provided on 11 x 17 sheets.

### **Subtask 110.03.04 – Schematic Plan Preparation**

The ENGINEER will develop the color schematic plan on planimetric base map to indicate general geometric features and location requirements of the project. All schematic design will be in conformance with American Association of State Highway and Transportation Officials (AASHTO) and the TxDOT Roadway Design Manual as shown in the references, except where variances are permitted in writing by the AUTHORITY. The schematic plan will be submitted for milestone reviews at 30%, 60%, 90% and 100% complete. Subsequent submittals of the schematic will be revised by the ENGINEER to reflect the AUTHORITY's, and TxDOT's review comments from the previous submittal. The schematic plan and related drawings will be provided on 22" roll plots at a scale of 1"=200' horizontal and 1"=10' vertical. An electronic MicroStation DGN graphic file containing the approved schematic will be provided by the ENGINEER.

The schematic plan will include the following:

#### **A) General Information.**

1. Design speed (mph).
2. Vicinity map, showing project location and north arrow.
3. North arrow and scale bar.
4. Traffic volume projections.
5. Texas county map, with city and district labeled.
6. Completed federal aid title block.
7. State plane coordinate reference, with datum and benchmark reference.
8. Preliminary "not a bidding document" stamp, with a Texas Licensed Professional Engineer (PE) signature, name, license number and date.
9. Copyright stamp.
10. Functional Classification
11. CSJ

#### **B) Plan.**

1. Calculated roadway baselines for the main lanes and all cross streets.
2. Beginning and ending project limits with stationing.
3. Alignment stationing.
4. Point of Intersection (PI) number and stations.
5. Curve data, including PI number, PI station, delta, tangent, length, radius, Point of Curvature (PC) and Point of Tangency (PT) stations.
6. Equations (if applicable), back station and forward station.

7. Superelevation type, transition length and beginning and ending station.
8. Pavement edges for all improvements (main lanes, frontage roads, ramps and cross streets).
9. Lane and pavement width dimensions.
10. Geometrics of speed change lanes.
11. Typical section location symbols.
12. Existing and proposed ROW, including ROW dimensions, access denial (control of access), tract lines, railroad ROW limits, city limits, section line and corners, subdivisions and easements.
13. Direction of traffic flow on all roadways, lane lines and/or arrows indicating the number of lanes will be shown.
14. Median lines (raised, painted and transitions), median widths and openings.
15. Roadway names and highway designations, railroad name, cross street names and locations, designated signalized intersections, acceleration and deceleration lanes, climbing lanes and transitions.
16. Bridge and structure locations, including spans, bents, abutments and bridge type.
17. Retaining wall locations, including beginning and ending station.
18. Proposed drainage requirements, such as the location of structures, channels, ditches, arroyos, retention/detention ponds.
19. Existing drainage features, such as structures, channels, ditches, arroyos, trunk lines, retention/detention ponds.

C) Profile.

1. Calculated profile grade for the main lanes and cross streets. Vertical curve data, including VPI number and station, length, "K" and "e" values and type or curve (crest or sag) will be shown. Profile grade information will be shown on all plan sheets.
2. Longitudinal slopes.
3. Equations.
4. Beginning and ending of project.
5. Superelevation, including normal crown limits, transition length, full superelevation length and rates.
6. Existing ground line profiles and proposed roadway profiles will be shown on the plans.
7. Cross street name, station and elevation.
8. Existing and proposed bridges, including required vertical clearances, begin and end bridge limit stationing and span/bent/abutment locations and assumed superstructure depth.
9. Existing and proposed drainage features (structure, channels, ditches, arroyos, ponding areas), labeling station and invert elevation.

**TASK 110.05 – MILESTONE SUBMITTALS AND REVIEWS**

The ENGINEER will assemble and submit the required number of below specified deliverables simultaneously to the AUTHORITY. The specified number of deliverables shown will be submitted to the AUTHORITY. The AUTHORITY will ultimately determine if a submittal review meeting (SRM) is necessary. Review meetings will be planned for budgetary purposes but will only be held if so directed by the AUTHORITY.

**Subtask 110.05.03 – 60% Complete Schematic Review Package**

- A) The ENGINEER will print/plot, assemble and submit the following for the 60% complete

schematic review package.

- 1) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
  - 2) Five (5) copies of Form 1002 "Proposed Basic Design Data," including documentation of preliminary design exceptions and waivers as applicable and one (1) copy of all associated electronic files.
  - 3) One (1) copy of markups of internal QC review documents including appropriate checklists.
- B) The ENGINEER will prepare for and attend a 60% SRM if deemed necessary by the AUTHORITY. The ENGINEER will prepare the meeting agenda and presentation aids and exhibits as appropriate. The ENGINEER will prepare and submit meeting minutes.

#### **Subtask 110.05.04 – 90% Complete Schematic Review Package**

- A) The ENGINEER will print/plot, assemble and submit the following for the 90% complete schematic review package.
- 1) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
  - 2) One (1) copy of markups of internal QC review documents including appropriate checklists.
- B) The ENGINEER will prepare for and attend a 90% SRM if deemed necessary by the AUTHORITY. The ENGINEER will prepare the meeting agenda and presentation aids and exhibits as appropriate. The ENGINEER will prepare and submit meeting minutes.

#### **Subtask 110.05.05 – 100% Complete Schematic Review Package**

The ENGINEER will print/plot, assemble and submit the following for the 100% complete schematic review package:

- A) Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK).
- B) Five (5) copies of Form 1002 "Proposed Basic Design Data" page 3 of 3 and one (1) copy of all associated electronic files.

#### **Subtask 110.05.06 – TxDOT Review**

- A) The ENGINEER will plot and submit five (5) copies of the AUTHORITY approved schematic plan for subsequent submittal by the AUTHORITY to TxDOT for approval. The TxDOT's design division will provide any necessary review and coordination with FHWA, as applicable.
- B) As deemed necessary by the AUTHORITY, if there are any changes made to the schematic following approval from the design division and FHWA and after the public hearing, the ENGINEER will plot and submit the five (5) copies of the revised schematic as directed by the AUTHORITY.

#### **Deliverables:**

- Meeting minutes for all meetings attended

- One (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections
- 60% complete schematic review package
- 90% complete schematic review package
- 100% complete schematic review package
- Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK) for design division and FHWA review
- If deemed necessary by the AUTHORITY, five (5) sets of the revised final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK)

## **TASK 120 – SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES**

### **TASK 120.01 -ENVIRONMENTAL ASSESSMENT**

Building upon the preliminary EA (prepared by others), the ENGINEER will review the document to ensure it satisfies the requirements of 23 C.F.R. 771, 43 TAC 2.40 – 2.50 and TxDOT's current environmental procedures manual. Document content shall be in sufficient detail to meet Federal Highway Administration (FHWA) requirements for legal sufficiency. Should the classification process determine that another level of environmental documentation is required, the effort associated with preparing another document type shall be considered out of scope and subject to a separate work authorization.

#### **Subtask 120.01.01 – Archeology**

ENGINEER archeologists will conduct database searches of the restricted Sites Atlas maintained by the THC and the Texas Archeological Research Laboratory (TARL) to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the NRHP, and SALs. Results of the search will be integrated with soil information, topographic maps, aerial photographs, previous archeological studies of the east and west segments, and other appropriate data sources and will be presented in an Archeological Background Study meeting TxDOT requirements. It is expected that some field survey will ultimately be required, but the extent of that effort is currently unknown, given the varying levels of effort and partial overlap of previous studies. Archeological permitting and field survey would be carried out under a separate work order based on TxDOT review of the background study.

#### **Subtask 120.01.02 – Historic Structures**

Based on the nature of the project and the time that has elapsed since previous studies of the east and west segments, it is assumed that field study will be required. The currently proposed let date is 2019; therefore, the historic-age cut off for the current project is 1974. The previous two Historic Resources Survey Reports (HRSRs) that were prepared for the eastern segment and the western segment evaluated resources dating to prior to 1966 and prior to 1969, respectively. This scope assumes that no design changes have occurred that would affect the previously-evaluated areas of potential effect. Because the two previous HRSRs have been approved, this scope of work would only evaluate properties built between 1966 and 1974; parcels and properties previously evaluated will not be revisited or re-evaluated.

ENGINEER historians will conduct database searches of the public Sites Atlas maintained by the Texas Historical Commission (THC) to identify previously documented cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). The results of the background research will be integrated with results of previous historic resources studies in a Research Design to be coordinated with TxDOT.

Following TxDOT approval of the historic research design, Consultant will conduct the field investigation, which is assumed to be at the reconnaissance-survey level. Per TxDOT guidelines, it is assumed that the historic resources area of potential effect (APE) would extend 300 feet outside the project footprint for new-location portions of the project, 150 feet outside the footprint for expansion of existing right-of-way, and would be confined to the project footprint in areas where no new right-of-way is proposed. Upon completion of fieldwork, Consultant historic staff will provide a recommendation regarding identified historic-age resources' potential eligibility for inclusion in the NRHP per Section 106 of the NHPA. This fee includes recordation of up to 125 historic-age resources dating from 1966 to 1974.

Reporting of results, including preliminary NRHP evaluations of any identified resources, will follow guidelines for formatting and content, including an appendix containing data sheets for all identified historic-age resources. It is assumed that the HRSR prepared for this task would be a standalone document for resources dating from 1966 to 1974 that makes reference to the previously approved HRSRs. Submission of the draft and final versions, including number and format of copies, will be coordinated with CCRMA and TxDOT.

**Deliverables:**

- EA Review - Electronic Copy only
- Archeological Survey Report (7 draft copies, 12 final copies)
- Research Design - 4 copies
- Historic Resource Survey Report – 5 draft and 5 final copies

**TASK 120.02 – EAST LOOP PUBLIC INVOLVEMENT ACTIVITIES (EA)**

All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and the AUTHORITY'S latest policies, procedures and guidance.

**Subtask 120.02.01 – Public Meeting**

All public involvement procedures shall be conducted in accordance with 43 Texas Administrative Code (TAC) 2.40-2.50, Code of Federal Regulations, Title 23, Part 771 and TxDOT's Environmental Manual. The ENGINEER will provide technical assistance at the public meeting.

**If a public hearing is required, the work for the public hearing would be authorized under a separate work authorization. Any public involvement activity/service not specified above shall be considered out of scope and subject to a separate work authorization.**

## **COMPUTER GRAPHICS FILES FOR DOCUMENT AND INFORMATION EXCHANGE**

The purpose of this Special Provision is to define the format for the exchange of electronic/magnetic data between the AUTHORITY and non-departmental resources. Because the AUTHORITY has a significant investment in its existing computer equipment, software, data/databases and personnel training, any and all computer generated data submitted to the AUTHORITY must be compatible with the local District office computer system. Due to the variety of software existing among AUTHORITY offices and to ensure usability of data exchanged between the AUTHORITY and non-departmental resources, the AUTHORITY will exchange media of the following data formats:

Graphics:.....Micro Station PC (DOS) 4.0 or higher  
Micro Station J (Windows NT)  
GEOPAK 2000  
Computer Aided Civil Engineering (CAiCE)  
Survey Data Management System  
(SDMS)  
Word Processing:.....Microsoft Word  
Database:.....Microsoft Access/ Microsoft Editor  
Spreadsheets: .....Microsoft Excel  
Archiving Software:...PKZIP

Data provided to the AUTHORITY will be furnished on compact disk (CD) compatible with the AUTHORITY's computer system and as approved by the AUTHORITY.

Each CD submitted will include a Micro Soft Word document titled index.doc which will provide an index of the directory structure, name of files within directories, and a concise description of each file. Directories will be used to separate files according to subject: schematic, hydraulics, survey information, etc.

Variations from this software applications, or other requirements listed above may be allowed if requested in writing by the ENGINEER and approved by the AUTHORITY. Because data stored on electronic media can deteriorate or be modified undetected,

ENGINEER will not be held liable for the completeness or accuracy of the electronic data after the receipt by AUTHORITY. AUTHORITY's reliance on the drawings, files, or other information and data stored on the media is limited to the printed copies (also known as "hard copies") that are signed or sealed by ENGINEER. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. The following Standard Main Directory Structure Table will be used to archive all project files pursuant to this project:

**Standard Main Directory Structure:**

Types of Data	
CaiCE	All CAiCE files requested from surveyor.
Construction	Construction and field change documentation except for .Dgn files
Contracts	All design, schematic and survey contract documentation, scope of work, man-hour estimate, etc.
Design_Files	All .Dgn files – Mapping, Sheet Files, Master Design Files, design cross sections, etc.
Environmental Docs	Environmental documentation can include but is not limited to Categorical Exclusion (CE), Environmental Assessment (EA), Environmental Impact Statement (EIS), noise analysis and Water Pollution Abatement Plans.
Estimate	All estimate files and supporting documentation.
Excel Spreadsheets	Miscellaneous Excel Spreadsheets created for project development.
GEOPAK	Input and output files, job files, tin files
Hydraulic Programs	Input and output files for other hydraulic programs other than GEOPAK Drainage. (Hec-Ras, Thysys, Winstorm, etc.)
Other Engineering Applications	Any other pertinent Engineering application data input, output, etc. (i.e. Wincore)
Photographs	All photograph files pertaining to project.
PowerPoint	All PowerPoint Presentation created for meetings and/or information.
ROW	ROW maps and parcel sketches as furnished by surveyor, including any correspondence.

Standards All Standard Sheets used for the project.

Traffic SignCAD files and pertinent design files TransCAD for Modeling Files  
(No Correspondence or \*.Dgn files)

Word Documents All documentation and other project correspondence not mentioned above and subdivided to proper directories.

## REFERENCES

1. Standard Specifications for Construction of Highways, Streets, and Bridges - TxDOT.
2. Special Provisions and Special Specifications - TxDOT.
3. P.S. & E. Preparation Manual - TxDOT.
4. Bridges and Structures Operation and Planning Manual - TxDOT.
5. Bridges and Structures Hydraulic Manual - TxDOT.
6. Bridges and Structures Design Examples - TxDOT.
7. Bridges and Structures Bridge Design Guide - TxDOT.
8. Bridges and Structures Detail Manual - TxDOT.
9. Bridges and Structures Foundation Exploration and Design Manual - TxDOT.
10. Standard Specifications for Highway Bridges - AASHTO.
11. Highway Design Operations and Procedures Manual - TxDOT.
12. Highway Design Operations and Procedures Manual Part IIB - Environmental and Public Involvement. Procedures During Project -Specific Planning and Development - TxDOT.
13. A Policy on Geometric Design of Highways and Streets ("The Green Book") AASHTO.
14. Highway Capacity Manual Special Report 209 - Texas Research Board (TRB).
15. Technical Advisory T6640.8A - FHWA.
16. Noise Guidelines - TxDOT.
17. Air Quality Guidelines - TxDOT.
18. Flexible Pavement Design Manual - TxDOT.
19. Guide for the Design of Pavement Structures, 1986 - AASHTO.
20. Texas Manual on Uniform Traffic Control Devices - TxDOT.
21. Standard Highway Sign Designs for Texas - TxDOT.
22. Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals - AASHTO.
23. Utility Accommodation Policy - TxDOT.
24. Utility Manual - TxDOT.
25. ROW, ROW Manual - Book I - TxDOT.
26. ROW, ROW Manual - Book II TxDOT.
27. Accessible Rights of Way (sidewalks, street crossings, other pedestrian facilities) Design Guide-Nov. 1999
28. Code of Federal Regulations, Title 23 - "Highway" - Federal Register.
29. Administrative Order no. 5-89 Signing, Sealing and Dating of Engineering Documents - TxDOT.
30. Administrative Circular No. 26-91 - Minimum signing, Sealing, and Dating Procedures for Department Engineering Documents - TxDOT.
31. Administrative Circular No. 25-84 - Soils Information for High Mast Lighting, Overhead Sign Bridges, and Retaining Walls - TxDOT.



32. Administrative Circular No. 33-87 -Preliminary Retaining Wall Layouts to be submitted to Division of Bridges and Structures - TxDOT.
33. Administrative Circular No. 25-92 - Division of Bridges and Structures to be responsible for all geotechnical Engineering support for foundations, retaining walls, and embankment stability and settlement - TxDOT.
34. Texas Department of Licensing and Regulations Manual

NOTES: (1) All Design will be in accordance with the above references, except where variances are permitted in writing by the AUTHORITY.  
(2) The ENGINEER is responsible for purchasing all references required for the project.





## Exhibit D2 - Sub Cost Proposal

CCRMA East Loop  
Cox|McLain Environmental Consulting, Inc.

**LABOR**

Task Description	Project Manager Hours	Deputy Project Manager Hours	Env. Manager Hours	Env. Scientist V Hours	Env. Scientist IV Hours	Env. Scientist III Hours	Env. Scientist II Hours	GIS Manager Hours	GIS Operator Hours	Admin/ Clerical/ Tech Editor Hours	Totals Hours
1 Client coordination	4	4	4	4	4				0	2	22
2 Historic Resources* Analysis and mapping of previously evaluated resources Research Design Fieldwork (5 days, 4 nights for 2 staff) Draft HRSR Final HRSR	2	4		16	16	16	8	2	8	2	48
3 Archeological Resources (desktop only) Research, Background Study prep, Recommendations	2	4	2	8	8	8	8	2	4	4	52
4 EA Review	4	4	16	24	8	24	4	4	4	40	152
<b>Total Labor Hours</b>	15	20	22	32	142	196	27	34	34	54	574
<b>Rate</b>	\$ 150.00	\$ 138.00	\$ 132.00	\$ 125.00	\$ 105.00	\$ 85.00	\$ 68.00	\$ 83.55	\$ 67.38	\$ 51.21	
<b>SUBTOTAL Labor Cost</b>	<b>\$2,250</b>	<b>\$2,760</b>	<b>\$2,904</b>	<b>\$4,000</b>	<b>\$14,910</b>	<b>\$16,660</b>	<b>\$2,176</b>	<b>\$2,256</b>	<b>\$2,291</b>	<b>\$2,765</b>	<b>\$52,972</b>

**EXPENSES**

Unit	Quantity	Rate	Total
Mileage (2019 IRS Rate)	750	\$0.540	\$405
Airfare	2	\$500.00	\$1,000
Rental Car	5	\$60.00	\$300
Gasoline for rental car	25	\$4.00	\$100
Airport parking	8	\$20.00	\$160
Hotel (GSA rate)	9	\$94.00	\$846
Hotel tax - 15% Per Diem (GSA Rate)	9	\$14.10	\$127
	11	\$56.00	\$616
<b>SUBTOTAL Nonlabor Expenses</b>			<b>\$3,554</b>

\* Assumes maximum of 125 resources, built between 1956 and 1974. No re-evaluation of previously evaluated properties and parcels.

**TOTAL COSTS - CMEC**

**\$56,526**

**3-D CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 7 WITH S&B INFRASTRUCTURE FOR TRAFFIC PROJECTION DATA FOR OLD ALICE, NARANJO AND MORRISON ROAD PROJECTS. (TABLED)**

**3-E CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 8 WITH S&B INFRASTRUCTURE FOR HISTORICAL AND ARCHEOLOGICAL STUDIES FOR OLD ALICE ROAD AND NARANJO ROAD. (TABLED)**

**3-F CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS, SERIES 2019; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO.**

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

I, the undersigned officer of the Board of Directors of Cameron County Regional Mobility Authority do hereby certify as follows:

1. The Board convened in special session on the 1<sup>st</sup> day of February, 2019, at the regular meeting place thereof within said Cameron County Regional Mobility Authority; and the roll was called of the duly constituted officers and members of said Board, to-wit:

Frank Parker, Jr.	Chairman
Ruben Gallegos, Jr.	Vice Chairman
Michael Scaief	Treasurer
Horacio Barrera	Secretary
Mark Esparza	Board Member
Nat Lopez	Board Member
Maria Villegas, M.D.	Board Member

and all of said persons were present, except Directors Barrera, and Villegas, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written


**RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS, SERIES 2019; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.



SIGNED this 15<sup>th</sup> day of FEBRUARY, 2019.

  
Secretary, Board of Directors  
Cameron County Regional Mobility Authority

**RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS, SERIES 2019; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO**

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LIST OF EXHIBITS

- Exhibit A: Form of Bond
- Exhibit B: Indenture of Trust and First Supplemental Indenture
- Exhibit C: Pricing Certificate
- Exhibit D: Paying Agent/Registrar Agreement
- Exhibit E: Escrow Agreement

**RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS, SERIES 2019; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY:

**ARTICLE I  
RECITALS**

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

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

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

WHEREAS, the County pursuant to Section 502.402, Texas Transportation Code, adopted an order authorizing the imposition of an Optional Vehicle Registration Fee initially in the amount of \$5.00, subsequently increased to \$10.00 effective January 1, 2009 (the "Vehicle Registration Fees"); and

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

WHEREAS, the Authority and County have previously approved the Transportation Project and Pledge Agreement dated March 4, 2010 between the County and the Authority (the "Pledge Agreement"), pursuant to which the County agreed to continue to impose, collect and remit the Vehicle Registration Fees for a period as long as the Bonds (as hereinafter defined) are Outstanding; and

WHEREAS, the Authority issued its Vehicle Registration Fee Revenue Bonds, Taxable Series 2010B (Build America Bonds – Direct Payment) to finance long-term transportation projects in the County; and

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that because of the debt service savings it is in the Authority's best interest to issue its Vehicle

Registration Fee Revenue Refunding Bonds, Series 2019 (the “Bonds”), in an aggregate principal amount not to exceed \$15,535,000, for the purpose of refunding and defeasing the Refunded Bonds (as herein defined) and secured by Pledged Revenues (inclusive of the Vehicle Registration Fee) through the Indenture (as defined herein), a copy of which is attached hereto as **Exhibit B**, all pursuant to the authority provided in Chapter 370, Texas Transportation Code, and Chapters 1201, 1202, 1204, and 1207, Texas Government Code, as amended and upon the terms and conditions described herein and

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, to facilitate the issuance of the Bonds, the Authority shall appoint and delegate certain responsibilities to a Pricing Committee (as defined herein), which shall determine the dated date, interest rates, interest payment dates, principal payment dates, redemption features, form of bond, principal amount of the Bonds, series designation, the amount to mature each year, and other matters, all as further detailed herein; and

WHEREAS, the Authority is also authorizing the execution and delivery of certain transaction documents necessary for the issuance of the Bonds; and

WHEREAS, the Board desires to issue the Bonds in accordance with the requirements of the Indenture and to authorize the execution and delivery of such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith.

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

## **ARTICLE II**

### **DEFINITIONS AND INTERPRETATIONS**

Section 2.1 Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

“Accounting Principles” shall mean the accounting principles described in the notes to the Financial Statements, as such principles may be changed from time to time to comply with State laws or regulations.

“Additional Parity Bonds” shall mean those obligations of the Authority authorized pursuant to the Indenture and Article V hereof or other Bond Resolutions.

“Annual Filing Date” shall mean any date not later than six months after the end of the Fiscal Year, commencing with the Fiscal Year ending September 30, 2019.

“Annual Financial Information” shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings “TABLE 1 – VEHICLE REGISTRATION AND VEHICLE REGISTRATION FEE HISTORY,” “TABLE 2 –

PRO FORMA DEBT SERVICE REQUIREMENTS,” “TABLE 3 – PRO FORMA DEBT SERVICE COVERAGE,” “TABLE 4 – CONDENSED OPERATING STATEMENTS OF THE AUTHORITY,” “TABLE 5 – CURRENT INVESTMENTS” and in Appendix B of the Official Statement, as may further described in the Pricing Certificate.

“Authorizing Law” shall have the meaning set forth in the recitals herein.

“Blanket Letter of Representations” shall mean the Blanket Letter of Representations between the Authority, the Paying Agent/ Registrar and DTC.

“Board” shall mean the Board of Directors of the Authority.

“Bond” or “Bonds” shall mean the Authority’s Vehicle Registration Fee Revenue Refunding Bonds, Series 2019, authorized by this Resolution and the Pricing Certificate.

“Bond Counsel” shall mean Bracewell LLP, Houston, Texas or such other nationally recognized bond counsel engaged by the Authority and, if co-counsel is used, any other law firm designated by the Authority.

“Business Day” shall mean any day which is not a Saturday, Sunday, or a day on which banking institutions in the city where the corporate trust office of the Trustee and the Paying Agent/ Registrar is located, which is initially Houston, Texas, are authorized by law or executive order to close, or a legal holiday.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Dated Date” shall mean the date set forth in the Pricing Certificate.

“Depository” shall mean IBC Bank or any successor designated as such by the Authority.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, with the web address [www.emma.msrb.org](http://www.emma.msrb.org).

“Escrow Agent” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.



“Escrow Agreement” shall mean that certain escrow agreement between the Authority and the Escrow Agent in connection with the Bonds.

“Financial Advisor” shall mean Estrada Hinojosa & Company, Inc. and any successor firm thereto engaged by the Authority.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financial Statements” shall mean the audited annual financial statements of the Authority prepared by an independent auditor.

“Fiscal Year” shall mean the year beginning each October 1 and ending the following September 30.

“Indenture” shall mean the Indenture of Trust dated as of April 1, 2010 and the First Supplemental Trust Indenture, dated September 1, 2014, each between the Authority and the Trustee, as amended from time to time.

“Initial Bond” shall mean the Initial Bond authorized by Section 3.3 of the Resolution and as approved in final form by the Pricing Certificate.

“Initial Purchaser” shall mean the purchaser or purchasers of the Bonds, whether one or more, at the initial offering of the Bonds as designated in the Pricing Certificate and in the purchase agreement relating to the Bonds, whether an underwriter or underwriters, a direct purchaser or a purchaser identified by a Placement Agent or the Authority pursuant to a private placement agreement.

“Interest Payment Date” shall mean, with respect to the Bonds, August 15, 2019 and each February 15 and August 15 thereafter until maturity or redemption.

“Issuance Date” shall mean the date on which each such Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Initial Purchaser.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the final official statement authorized by the Board hereunder to be prepared and distributed in connection with the offering for sale of the Bonds.

“Parity Bonds” shall mean currently outstanding obligations comprised of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds, Taxable Series 2010B (Build America Bonds – Direct Payment) (the “Series 2010B Bonds”), Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2014, and Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding

Bonds, Series 2017, those obligations of the Authority authorized pursuant to Article V hereof, and any Additional Parity Bonds issued, but only to the extent such bonds remain Outstanding.

“Paying Agent/Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.

“Placement Agent” shall mean an entity designated in the Pricing Certificate and relating to the sale and delivery of the Bonds pursuant to a private placement agreement.

“Pricing Certificate” shall mean the certificate executed by the Pricing Committee, which sets forth the final terms of the Bonds, in the form attached hereto as **Exhibit C**.

“Pricing Committee” shall mean the Chairman of the Board of Directors and the Authority’s Executive Director, who are authorized to act on behalf of the Authority in selling and delivering the Bonds, with the Authority’s Chief Financial Officer designated as an alternate.

“Record Date” shall mean, for any Interest Payment Date, the first calendar day of the month of each Interest Payment Date.

“Refunded Bonds” shall mean the Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds, Taxable Series 2010B (Build America Bonds – Direct Payment) to be refunded with the proceeds of the Bonds.

“Register” or “Bond Register” shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Resolution” shall mean this Resolution authorizing the issuance of the Bonds, in one or more series and all amendments hereof and supplements hereto.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.

“Verification Agent” shall mean The Arbitrage Group, Inc. (or its successors or assigns).

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions

hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

### ARTICLE III

#### TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$15,535,000 and shall be known and designated as “CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS, SERIES 2019” or having such other title or titles as may be designated in the Pricing Certificate, issued in one or more series as designated in the Pricing Certificate. The Bonds shall be issued for the purpose of (i) refunding all or a portion of the Refunded Bonds and (ii) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date and Interest Payment Dates. The Bonds shall mature not later than February 15, 2036, shall be dated on the date set forth in Officer’s Pricing Certificate (the “Dated Date”) and in the amounts as set forth in the Pricing Certificate. The Bonds shall be subject to optional redemption as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates set forth in the Pricing Certificate from the later of the Issuance Date, as set forth in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable initially as set forth in the Pricing Certificate, and semiannually thereafter on February 15 and August 15 of each year until maturity or earlier redemption.

Section 3.3 Initial Bonds, Numbers and Denomination. The Bonds shall be initially issued in the principal amounts, and bearing interest at the rates set forth in the Pricing Certificate, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature on February 15 in each of the years and in the amounts set out in the Pricing Certificate subject to prior optional redemption in accordance with this Resolution. The Initial Bond shall be numbered I-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. IA-1) and all other Bonds shall be numbered in sequence beginning with R-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. RA-1, RB-1). Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.4 Selling and Delivering the Bonds. As authorized by Chapter 1207, Texas Government Code, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bond, including the approval of the Bond Purchase Agreement with the Initial Purchaser such sale being authorized by negotiated sale, competitive sale, or direct placement, and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including, without limitation, the number of series (or subseries) of Bonds to be issued and the

principal amount of each series or subseries, determining the price at which each series or subseries of the Bonds will be sold, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for such series of Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the selection of the Verification Agent and/or all other matters not expressly provided in this Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the Bonds shall have a true interest cost of not greater than 5.00% per annum;
- (ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the aggregate principal amount of the Bonds shall not exceed \$15,535,000;
- (iv) the refunding of the Refunded Bonds shall produce a net present value debt service savings of not less than 4.0% of the principal amount of the Refunded Bonds;
- (v) the requirements set forth in Section 3.02 of the Indenture must be satisfied; and
- (vi) the Bonds may be designated as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Code as further detailed in the Pricing Certificate.

Section 3.5 Approval, Registration and Initial Delivery. The Pricing Committee is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Pricing Committee, the Secretary of the Board and other officials and employees of the Authority are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including the printed facsimile signature) as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of the State of Texas and the registration of the initial Bond of each series by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for him) shall be requested to sign manually the Comptroller’s Registration Certificate prescribed herein to be attached or affixed to the Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed thereon.

Section 3.6 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fees, which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds.

Section 3.7 Execution of the Bonds. (a) The Bonds shall be signed on behalf of the Authority and by the Chairman of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) In the event that any officer of the Authority whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before

the delivery of such Bonds, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Authority, and has been registered by the Comptroller.

(d) On the Issuance Date, one Initial Bond, representing the entire principal amount of all the Bonds, payable in stated installments to the Initial Purchaser or their designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board of the Authority, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Initial Purchaser or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.12.

Section 3.8 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Paying Agent/Registrar or by such other method acceptable to the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

If the date for the payment of principal or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was originally due.

Section 3.9 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of

any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.10 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date.

Section 3.11 Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be remitted to the Authority except to the extent that they are required by law to be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.12 Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.13 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any

other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

Section 3.13 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.14 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in accordance with the Blanket Letter of Representations.

Section 3.15 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust

office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Bond so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond of like maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bonds in lieu of which such Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Authority.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date (including any Special Payment Date) or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.16 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled by the Paying Agent/Registrar and retained in accordance with the Paying Agent/Registrar's document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Bonds.

Section 3.17 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is



lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

The Authority or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar. The Authority or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the Authority and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.18 Redemption. The Bonds are subject to redemption, if any, in the manner provided in the FORM OF BONDS attached hereto as Exhibit A, as further revised in the Pricing Certificate.

Section 3.19 Limited Obligations. THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OF PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

#### ARTICLE IV

##### FORM OF BOND

Section 4.1 Form of Bond. The form of Bond, including the form of the Paying Agent/Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Bonds to be initially issued, shall be substantially in the form of **Exhibit A**, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the Initial Purchaser and provided in the Pricing Certificate:

Section 4.2 CUSIP Registration. The Authority may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor Bond Counsel to the Authority are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

#### ARTICLE V

##### ADDITIONAL BONDS

Section 5.1 Additional Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any Bonds, any Parity Bonds or any obligation), one or more series of Additional Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Bonds and any previously issued Parity Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2 Subordinate Lien Obligations. The Authority reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the Parity Bonds. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purposes.

## ARTICLE VI

### SECURITY AND SOURCE OF PAYMENT FOR THE BONDS; ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEFEASANCE

Section 6.1 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fees, which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds. The Bonds shall be secured by and payable from a senior lien on and pledge of the Pledged Revenues as set forth in the Indenture.

Section 6.2 The Bonds Are Not Payable from Taxes. The Owners of the Bonds shall never have the right to demand payment of either the principal of or interest on the Bonds out of any funds raised or to be raised by taxation.

Section 6.3 Establishment of Additional Funds and Accounts for the Bonds.

(a) There shall be no separate account established within the Debt Service Reserve Fund in connection with these Bonds.

(b) Pursuant to Article VII of the Indenture, the Authority hereby establishes an Escrow Fund under the Debt Service Fund into which the Bond proceeds and other amounts contributed by the Authority will be deposited to defease and refund the Refunded Bonds and such amounts may be invested pursuant to the terms of the Escrow Agreement.

(c) Upon defeasance of the Refunded Bonds, the Authority hereby directs the Trustee to transfer the funds and/or investments deposited under the "2010B Debt Service Reserve Account" that was established under the resolution that authorized the issuance of the Refunded Bonds and apply such in accordance with Section 7.3.

Section 6.4 Flow of Funds. The Bonds shall bear interest semiannually. The Reserve Requirement will be satisfied upon the Issuance of the Bonds, with the amounts already held within the Debt Service Reserve Fund. The transfers described in Article IV of the Indenture shall apply to the Bonds in respect to the flow of Pledged Revenues.

## ARTICLE VII

### PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 7.1 Sale. The Bonds are hereby sold and shall be delivered to the Initial Purchaser at a price to be set forth in the Pricing Certificate, all in accordance with the Bond Purchase Agreement, which will be approved at a later date, subject to the approval of the Attorney General of Texas and Bond Counsel. The Chairman and other appropriate officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

Section 7.2 Application of Proceeds. As described in the Pricing Certificate, proceeds from the sale of the Bonds shall, promptly upon receipt by the Trustee, be applied as follows:

(a) The Financial Advisor will receive a wire in an amount necessary to pay Costs of Issuance and the Financial Advisor will create an account for the benefit of the Authority and disburse such amounts as authorized by the Authority;

(b) Proceeds of the Bonds will be transferred to the Trustee for deposit into the Escrow Fund and used to defease and refund the Refunded Bonds; and

(c) Any additional proceeds of the Bonds shall be deposited into the Debt Service Fund and used to pay debt service on the Bonds.

Section 7.3 Application of the 2010B Debt Service Reserve Account. Upon defeasance of the Refunded Bonds, the Trustee shall transfer the funds and/or investments held in the 2010B Debt Service Reserve Account to the “Debt Service Reserve Account” that was established under the resolution that authorized the issuance of the Authority’s Vehicle Registration Fee Revenue Refunding Bonds, Series 2014 and Series 2017. The Debt Service Reserve Account shall be the sole reserve account held under the Debt Service Reserve Fund for the Parity Bonds. At the written direction of the Authority, the Trustee may transfer any amount greater than the Reserve Requirement in the Debt Service Reserve Account to the Debt Service Fund.

## ARTICLE VIII

### FEDERAL TAX COVENANTS

Section 8.1 Excludability from Federal Income Tax.

(a) *General*. The Authority intends that the interest on the Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code. The Authority covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any applicable provision of section 103 and 141 through 150 of the Code. In particular, the Authority covenants and agrees to comply with each requirement of this Section 8.1; provided, however, that the Authority will not be required to comply with any particular requirement of this Section if the Authority has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes or (ii) compliance with some other requirement specified in the Counsel’s Opinion will satisfy the applicable requirements of the Code, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in this Section 8.1.

(b) *No Private Use or Payment and No Private Loan Financing*. The Authority covenants and agrees that it will make such use of the proceeds of the Bonds, including interest

or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Refunded Bonds have not been, and the proceeds of the Bonds will not be, used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code.

(c) *No Federal Guarantee.* The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds.* The Authority covenants and agrees that it has not and will not to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Refunded Bonds have not been used in a manner that would cause the Refunded Bonds or the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) *No Arbitrage.* The Authority covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Refunded Bonds have not been, and the proceeds of the Bonds will not be, used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) *Arbitrage Rebate.* If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all steps necessary to comply with the requirement that certain amounts earned by the Authority on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issue of the Authority or moneys that do not represent gross proceeds of any bonds of the Authority, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal

government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) *Information Reporting.* The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code.

(h) *Record Retention.* The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until three years after the last Bond is redeemed or paid at maturity, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) *Registration.* The Bonds will be issued in registered form.

(j) *Deliberate Actions.* The Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, such remedial action is taken by the Authority, and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) *No Direct Pay Subsidy.* The Authority will not request any direct pay subsidy payments from the United States Treasury in connection with interest that accrues on the Refunded Bonds on or after the date of delivery of the Bonds. If, despite the Authority not having requested a direct pay subsidy payment in connection with interest that accrues on the Refunded Bonds on or after the date of delivery of the Bonds, the United States Treasury pays to the Authority such amount, the Authority will take action to return such amounts to the United States Treasury upon the discovery by the Authority of such payment having been made.

(l) *Continuing Obligation.* Notwithstanding any other provision of this Resolution, the Authority's obligations under the covenants and provisions of this Section 8.1 will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

## ARTICLE IX

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 9.1 Annual Reports.

(a) The Authority shall provide annually to the MSRB on the Annual Filing Date, the Annual Financial Information. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Official Statement or the financial statements included in the Official Statement and (2) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the Authority shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority will provide such financial statements on an audited basis.

(b) If the Authority changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next day by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available from the MSRB or filed with the SEC, or may be provided in any other manner consistent with the Rule.

#### Section 9.2 Event Notices.

(a) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events adversely affecting the tax status of the Bonds;

- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the Authority;<sup>1</sup>
- (xiii) the consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) the appointment of a successor or additional trustee or the change in the name of the trustee, if material;
- (xv) incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and<sup>2</sup>
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Authority, any of which reflect financial difficulties.<sup>2</sup>

(b) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of any failure by the Authority to provide the required annual financial information in accordance with Section 9.1 of this Resolution. All documents provided to the MSRB pursuant to this Article IX, shall be accompanied by identifying information as prescribed by the MSRB.

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<sup>1</sup> Note to Subsection 9.2(12): For the purposes of the event identified in such subsection, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

<sup>2</sup> Note to Subsection 9.2(15) and (16): For the purposes of the events identified in such subsections, the Authority intends the words used in events numbered (xv) and (xvi) and the definition of Financial Obligation in this Resolution to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.



Section 9.3 Limitations, Disclaimers, and Amendments.

(a) The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give the notice required by Section 9.2 of any Bond calls and defeasance that cause the Authority to be no longer such an “obligated person.”

(b) The notices and information required to be provided by the Authority pursuant to Sections 9.1 or 9.2 hereof will be provided in an electronic format or in such other format as required by the MSRB or the SEC and shall be accompanied by such identifying information as required by the MSRB or the SEC.

(c) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(d) UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(e) No default by the Authority in observing or performing its obligations under this Article shall constitute a breach of or default under this Resolution for purposes of any other provisions of this Resolution.

(f) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as

well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Authority so amends the provision of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 9.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid.

## ARTICLE X

### DEFEASANCE OF AND REFUNDING OF THE REFUNDED BONDS

Section 10.1 Refunding of the Refunded Bonds. Following the deposit of Bond proceeds and other amounts into the Escrow Fund in an amount sufficient to defease the Refunded Bonds to the redemption date, the Refunded Bonds shall no longer be regarded as being Outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the resolution authorizing the issuance of the Refunded Bonds, shall be discharged, terminated and defeased as of the date of defeasance; notwithstanding the foregoing, the covenants, provisions, terms and conditions of the resolution authorizing the issuance of the Refunded Bonds that relate to the exclusion of interest for federal income tax purposes will remain in effect for as long as such matters are relevant to the exclusion from gross income of interest on the Refunded Bonds and the Bonds for federal income tax purposes.

## ARTICLE XI

### MISCELLANEOUS

Section 11.1 Authorization of Agreements. The Board hereby approves the issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the following: the Paying Agent/Registrar Agreement by and between the Authority and The Bank of New York Mellon Trust Company, N.A., in the form attached hereto as **Exhibit D**, the Officer's Pricing Certificate in the form attached hereto as **Exhibit C** and the Escrow Agreement by and between the Authority and The Bank of New York Mellon Trust Company, N.A., in the form attached hereto as **Exhibit E** (collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

Section 11.2 Indenture. The amendments set forth in the Indenture shall be effective against the holders of the Bonds, shall take effect once the Series 2010B Bonds are no longer Outstanding or consent has been provided by the majority of the Owners of the Series 2010B

Bonds and is binding on the Bonds (and the Owners thereof) issued pursuant to this Resolution, as well as future Additional Party Bonds (and the Owners thereof) issued pursuant to the Indenture.

Section 11.3 Bond Counsel; Appointment and Acceptance. Bracewell LLP, Houston, Texas, is hereby appointed to act as Bond Counsel for the Bonds.

Section 11.4 Offering Documents. A Preliminary Official Statement will be approved and deemed “final” by the Authority or its Authorized Representative except for certain omissions as permitted under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Authority or its Authorized Representative is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto.

Section 11.5 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of each series of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority’s obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority’s permanent records.

Section 11.6 Further Proceedings. The Chairman, Vice Chairman, Secretary, Assistant Secretary, other appropriate officials of the Authority and Bond Counsel are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 11.7 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.8 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 11.9 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 11.10 Escrow Agent/Escrow Agreement. The form of agreement setting forth the duties of the Escrow Agent is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 11.11 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Owners of the Bonds.

Section 11.12 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11.13 Changes to Resolution. The Authority's Executive Director and Bond Counsel are hereby authorized to make changes to the text of this Resolution if necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the Bonds herein authorized.

Section 11.14 Perfection of Security. Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Bonds and the pledge of the proceeds of the Pledged Vehicle Fees thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds or any Parity Bonds are Outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Vehicle Fees is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds and any Parity Bonds a security interest in such pledge, the Authority agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 11.15 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

PASSED AND APPROVED FEBRUARY 1, 2019.

EXHIBIT A

FORM OF BOND

(a) The Bonds shall be issued in substantially the following form, with such omissions, insertions and variations as may be permitted or required pursuant to the terms of the Resolution and the Pricing Certificate.

NUMBER  
\_\_\_\_\_  
REGISTERED

DENOMINATION  
\$ \_\_\_\_\_  
REGISTERED

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS  
SERIES 2019

INTEREST RATE: %	MATURITY DATE: February 15, 20__	ISSUANCE DATE	CUSIP NUMBER
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS:

The CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "Authority"), a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and political subdivision of the State of Texas, for value received, promises to pay, but solely from certain Pledged Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated corporate trust offices of the Paying Agent/Registrar (the "Paying Agent/Registrar"), initially, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Pledged Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date identified above, or the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest on this Bond is payable on February 15 and August 15, beginning on August 15, 2019, by check or by such other method acceptable to the Paying Agent/Registrar, mailed to the Registered Owner as shown on the books of registration kept by the Paying Agent/Registrar as of the first (1st) calendar day of the month next preceding each interest payment date, or by such other method acceptable to the Paying

Agent/Registrar. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days after to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date. All capitalized terms used in the Bond and not defined herein shall have the meaning ascribed thereto in the Indenture and the Resolution.

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OF PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF CAMERON COUNTY, TEXAS, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

THIS BOND, dated as of \_\_\_\_\_, is one of a duly authorized series of Bonds aggregating \$ \_\_\_\_\_, issued for the purpose of (i) refunding all or a portion of the Refunded Bonds and (ii) paying Costs of Issuance, all under and pursuant to the authority of the Authorizing Law, and a resolution adopted by the Authority on February 1, 2019 as well as the pricing certificate adopted on [\_\_\_\_\_] (the "Resolution").

THIS BOND AND THE SERIES OF WHICH IT IS A PART are limited obligations of the Authority that are payable from, and are equally and ratably secured by, a lien on the Pledged Revenues, which include the Vehicle Registration Fees, money on deposit in the Pledged Revenue Fund, the Debt Service Fund, and the Debt Service Reserve Fund, and interest earned on moneys deposited therein, as defined and more fully provided in the Indenture of Trust dated as of April 1, 2010 and the First Supplemental Trust Indenture, dated September 1, 2014, each between the Authority and The Bank of New York Mellon Trust Company, N.A. (collectively, the "Indenture"). This Bond and the series of which it is a part and all other Parity Bonds, together with the interest thereon, are payable solely from such Pledged Revenues.

THE AUTHORITY RESERVES THE RIGHT to redeem Bonds maturing on or after February 15, [\_\_\_\_], in whole or in part from time to time, in integral multiples of \$5,000, on February 15, [\_\_\_\_], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the Authority shall determine the amounts and maturities thereof to be redeemed and, if less than all of the Bonds of a stated maturity are to be redeemed, the Authority shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof within such maturity and in such principal amounts, for redemption.

THE BONDS MAY BE REDEEMED IN PART ONLY IN INTEGRAL MULTIPLES OF \$5,000. A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of a Bond as though it were a single bond for purposes of selection for redemption. The Paying Agent/Registrar shall promptly notify the Authority in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

UNLESS WAIVED BY THE OWNER, NOTICE OF ANY REDEMPTION shall be given at least thirty days prior to the date fixed for redemption by first class mail, addressed to the Registered Owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds Outstanding of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

NOTICE OF REDEMPTION HAVING BEEN GIVEN as provided above, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date. If the Authority shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

ON OR BEFORE EACH REDEMPTION DATE, the Authority shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Debt Service Reserve Account of the Debt Service Reserve Fund or otherwise received by the Paying Agent/Registrar from the Authority and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed. Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or

accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the designated corporate trust office of the Paying Agent/Registrar for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE AUTHORITY NOR THE PAYING AGENT/REGISTRAR shall be required to transfer or exchange any Bond during the period beginning on the fifteenth calendar day of the month next preceding any interest payment date and ending on the next succeeding interest payment date or to transfer any Bond called for redemption during the 30 day period prior to the redemption date.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE AUTHORITY HAS RESERVED THE RIGHT to issue Parity Bonds, subject to the restrictions contained in the Resolution and the Indenture, which may be equally and ratably payable from, and secured by a first lien on and pledge of, the Pledged Revenues in the same manner and to the same extent as this Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond and all of the Parity Bonds by the creation of the aforesaid lien on and pledge of the Pledged Revenues as provided in the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed by the manual or facsimile signatures of the Chairman and the Secretary of the Board.

(AUTHENTICATION  
CERTIFICATE)

CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY

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Chairman, Board of Directors

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Secretary, Board of Directors



(b) Form of Registration Certificate of Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

XXXXXXXXXXXX

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

(SEAL)

(c) Form of Paying Agent/Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond is one of the Bonds referred to in the Resolution described in the text of this Bond.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

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

Authorized Signature

Date of Authentication: \_\_\_\_\_

(d) Form of Assignment

Assignment

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:  
\_\_\_\_\_

\_\_\_\_\_  
Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on February 15 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

(iii) the Initial Bond shall be numbered I-1.

EXHIBIT B

INDENTURE OF TRUST AND FIRST SUPPLEMENTAL INDENTURE

Please see document included in transcript.

EXHIBIT C

PRICING CERTIFICATE

Please see document included in transcript.

EXHIBIT D

PAYING AGENT/REGISTRAR AGREEMENT

Please see document included in transcript.

EXHIBIT E

ESCROW AGREEMENT

Please see document included in transcript.

February 1, 2019



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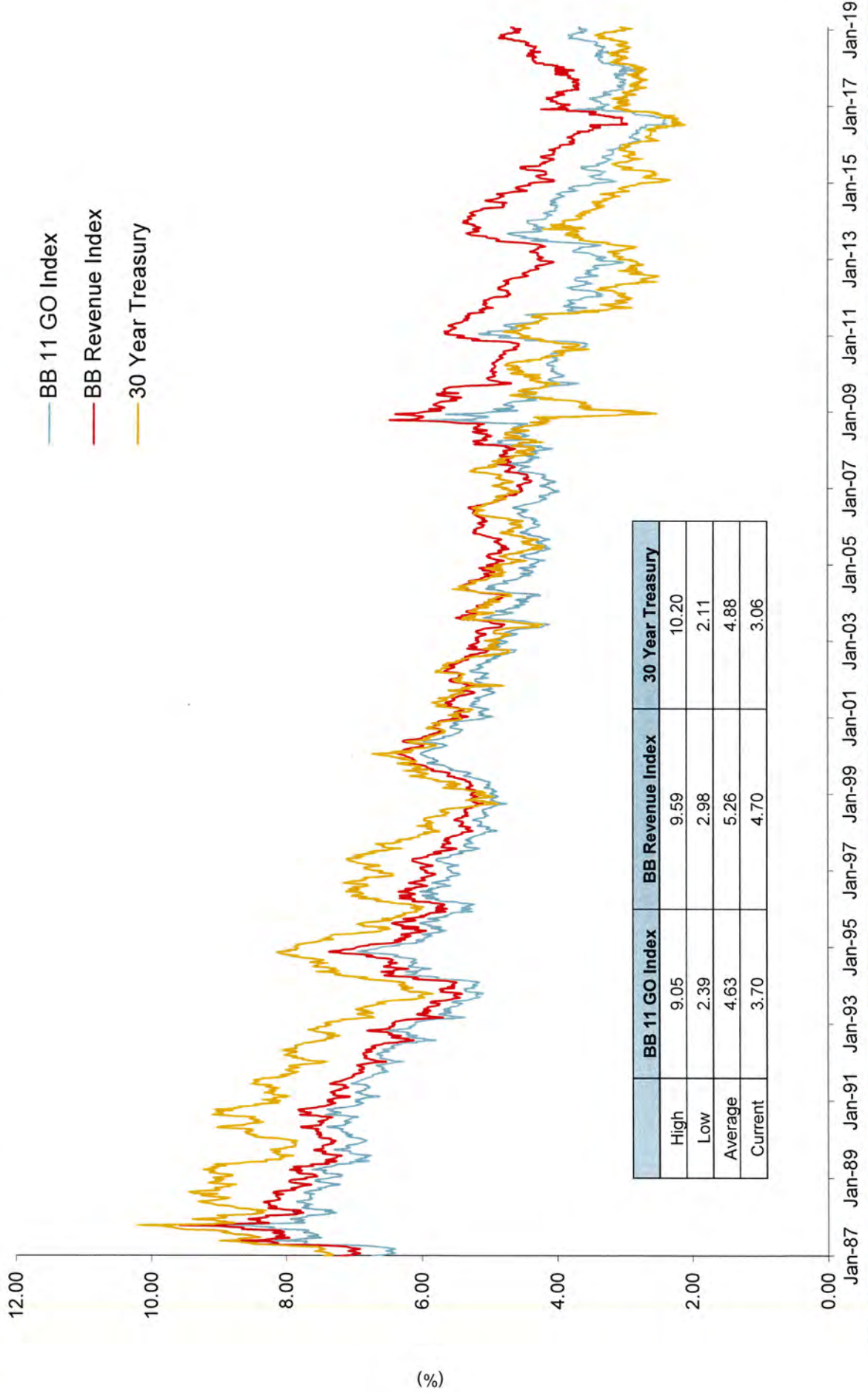
Vehicle Registration Fee Revenue Refunding Bonds, Series 2019  
- Plan of Finance

ESTRADA • HINOJOSA  
INVESTMENT BANKERS

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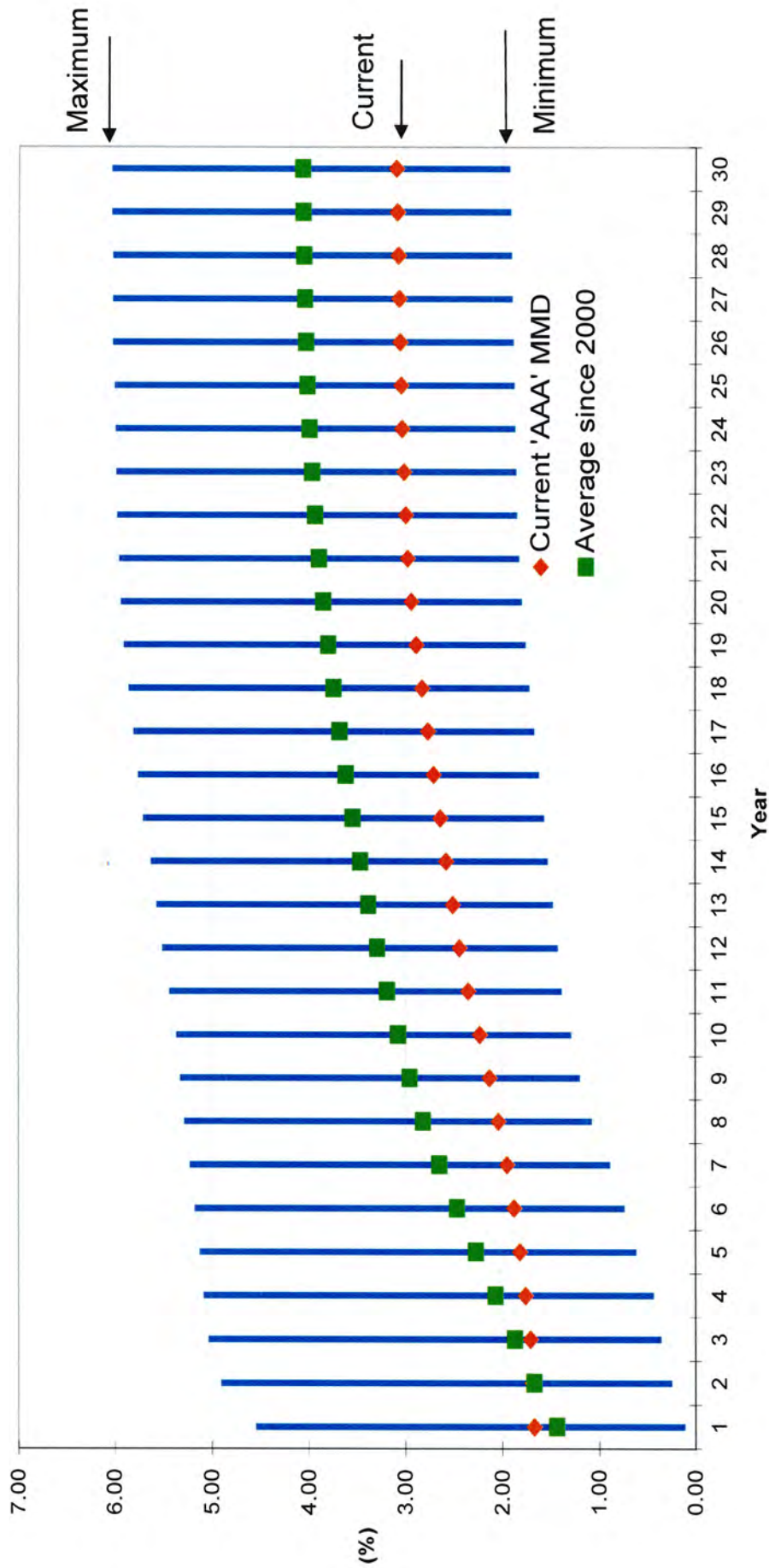
# Bond Buyer Indices vs. 30 Year Treasury: 30 Year History



Source: Bond Buyer



# 'AAA' MMD History Since 2000

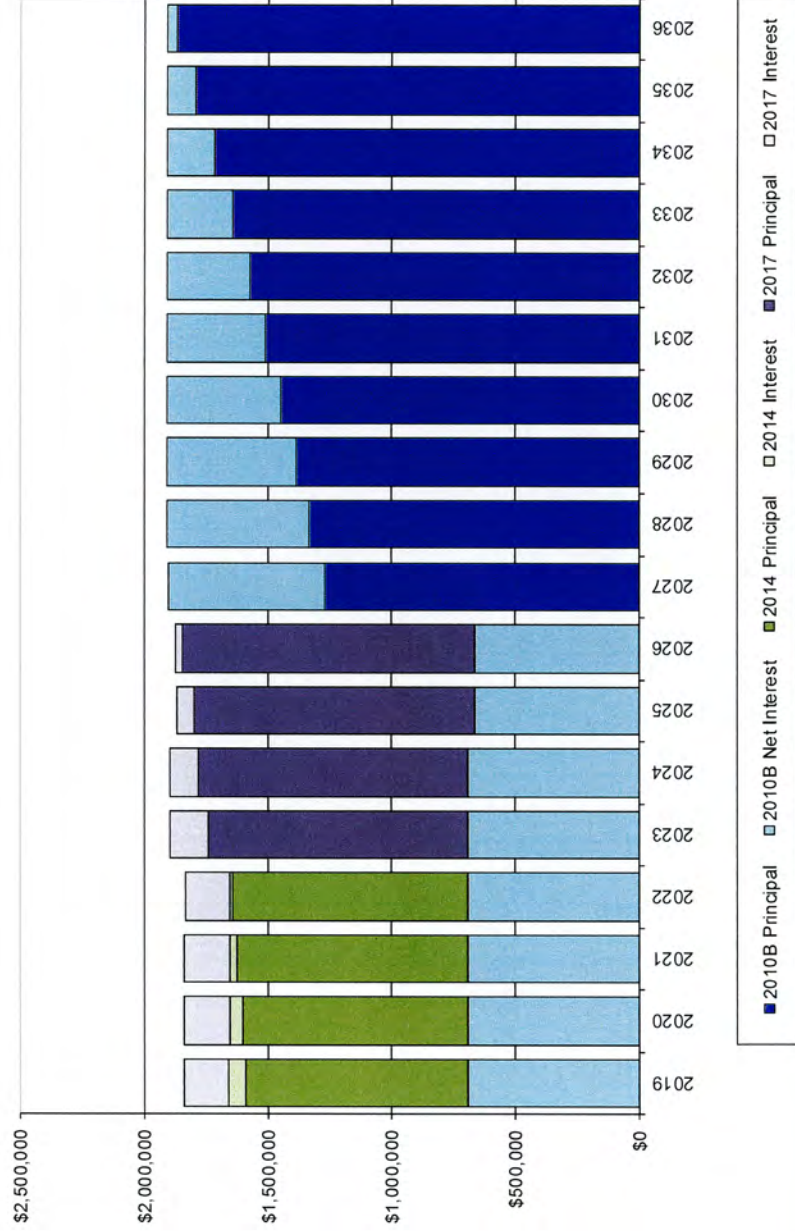


Maturity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% of time above current MMD	34%	41%	47%	52%	55%	61%	66%	71%	74%	75%	75%	75%	76%	77%	77%	77%	76%	76%	76%	74%	74%	74%	75%	75%	76%	76%	76%	76%	76%	76%

As of 1/25/2019

## Outstanding Vehicle Registration Fee Revenue Bonds

- The RMA issued \$28.78 million of vehicle registration fee (VRF) revenue bonds in 2010 in two series.
- After refunds and amortization, \$23.73 million remain outstanding.
- FY 2018 VRF revenues were approximately \$3,213,600, yielding debt service coverage of about 1.7X.



## Included Bonds to be Refunded

- The RMA's Vehicle Registration Fee Revenue Bonds, Series 2010B (BABs) are callable on 02/15/2020.
- Unlike tax-exempt bonds which can no longer be advance refunded, the 2010B bonds are taxable Build America Bonds (BABs) which can still be advance refunded with tax-exempt bonds.
- The 2010B bonds receive a 35% interest subsidy (currently reduced by 6.2% for sequestration) from the federal government. The refunding savings are net of the expected subsidy.
- As shown below, current rates offer savings on a maturity-by-maturity basis versus the existing interest rates. Our analysis assumes current AA- market rates as of January 31, 2019.

Included Bonds to be Refunded										
Series	Maturity Date	Existing Coupon	Effective Coupon	Par Amount	Call Date	Call Price	Current Rates	Rate Difference		
<b>Vehicle Registration Fee Revenue Bonds, Series 2010B (BABs)</b>										
	2/15/2027	6.552%	4.305%	1,270,000	2/15/2020	100%	2.440%	1.865%		
	2/15/2028	6.552%	4.305%	1,330,000	2/15/2020	100%	2.570%	1.735%		
	2/15/2029	6.552%	4.305%	1,385,000	2/15/2020	100%	2.710%	1.595%		
	2/15/2030	6.552%	4.305%	1,445,000	2/15/2020	100%	2.860%	1.445%		
	2/15/2031	6.552%	4.305%	1,510,000	2/15/2020	100%	3.000%	1.305%		
	2/15/2032	6.552%	4.305%	1,575,000	2/15/2020	100%	3.170%	1.135%		
	2/15/2033	6.552%	4.305%	1,645,000	2/15/2020	100%	3.090%	1.215%		
	2/15/2034	6.552%	4.305%	1,715,000	2/15/2020	100%	3.150%	1.155%		
	2/15/2035	6.552%	4.305%	1,790,000	2/15/2020	100%	3.220%	1.085%		
	2/15/2036	6.552%	4.305%	1,870,000	2/15/2020	100%	3.280%	1.025%		
				<b>\$15,535,000</b>	<b>Total Bonds to be Refunded</b>					

# Savings Summary

FYE 9/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2019	\$342,558	\$251,648	\$90,198	\$89,169	2019
2020	685,117	651,750	31,942	30,882	2020
2021	685,117	651,750	31,942	29,978	2021
2022	685,117	651,750	31,942	29,100	2022
2023	685,117	651,750	31,942	28,248	2023
2024	685,117	651,750	31,942	27,421	2024
2025	685,117	651,750	31,942	26,618	2025
2026	685,117	651,750	31,942	25,839	2026
2027	1,927,113	1,837,550	88,196	69,628	2027
2028	1,929,781	1,838,150	90,383	69,315	2028
2029	1,924,913	1,836,750	87,040	64,840	2029
2030	1,922,509	1,833,350	88,166	63,805	2030
2031	1,922,349	1,832,850	88,641	62,322	2031
2032	1,919,323	1,830,150	88,456	60,424	2032
2033	1,918,319	1,827,375	90,376	59,904	2033
2034	1,914,229	1,823,750	90,064	57,926	2034
2035	1,911,941	1,821,250	90,437	56,436	2035
2036	1,911,235	1,824,500	86,649	52,460	2036
	<b>\$24,340,087</b>	<b>\$23,119,573</b>	<b>\$1,202,201</b>	<b>\$904,317</b>	

## Savings Summary

Net Future Value (FV) Savings from cash flow:	\$1,202,201
Net Present Value (PV) Savings from cash flow:	\$904,317
% Savings of Refunded Bonds:	5.851%
Avg. Annual Savings (FYE 2019-2036):	\$66,789
Negative Arbitrage:	\$58,991

Note: Approximately \$400,000 will also be released from the reserve fund.

## Refunding Summary

- Based on current market AA- rates, NPV and annual savings can be realized by a refunding of the RMA's Vehicle Registration Fee Revenue Bonds, Series 2010B (BABs).
- The refunding analysis takes into consideration the loss of the subsidy payment during the escrow period. The RMA should receive, however, a prorated payment from the 2/15/19 interest payment through closing which is assumed to be 3/26/19.
- The escrow is assumed to be invested in SLGS.
- After the refunding, the RMA will no longer have any remaining BABs.

### Refunding Summary

Delivered:	3/26/2019
Par Amount of Refunding Bonds:	\$14,640,000
Par Amount of Refunded Bonds:	\$15,535,000
NPV Savings:	\$908,920
% Savings of Refunded Bonds:	5.851%
Avg. Annual Savings (FYE 2019-2036):	\$66,789
Avg. Coupon of Refunded Bonds:	6.552%
True Interest Cost (TIC):	3.387%
Rates as of:	1/31/2019
Negative Arbitrage:	\$58,991

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## Proposed Finance Team

<b>Issuer</b>	<b>Cameron County RMA</b>
Financial Advisor	Estrada Hinojosa & Co., Inc.
Bond Counsel	Bracewell LLP
Underwriter	Hutchinson, Shockey, Erley & Co (senior) Frost Bank
Underwriters' Counsel	Winstead PC
Paying/Escrow Agent	Bank of New York Mellon
Verification Agent	The Arbitrage Group

# Preliminary Schedule

FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28			24 <sup>31</sup>	25	26	27	28	29	30

<u>Date</u>	<u>Day</u>	<u>Event</u>	<u>Responsibility</u>
February 1, 2019	(Friday)	Present refunding plan of finance at special Board Meeting.	FA
February 1, 2019	(Friday)	Board approves Parameters Resolution authorizing the issuance of the Refunding Bonds.	RMA, BC, FA
February 1, 2019	(Friday)	Distribute first draft of Preliminary Official Statement (POS).	FA
February 1, 2019	(Friday)	Submit information to Rating Agency.	FA
February 7, 2019	(Thursday)	Receive comments from working group on first draft of POS.	Working Group
February 8, 2019	(Friday)	Distribute second draft of POS.	FA
February 8, 2019	(Friday)	Conference call with Rating Agency, if necessary (to be confirmed).	RMA, FA
February 8, 2019	(Friday)	County consents to the issuance of the Refunding Bonds.	BC, County
February 14, 2019	(Thursday)	Receive comments from working group on second draft of POS.	Working Group
February 15, 2019	(Friday)	TBD: Due diligence call (to be confirmed).	UC
February 19, 2019	(Tuesday)	Receive rating.	Rating Agency
February 19, 2019	(Tuesday)	Print and distribute POS.	FA
February 26, 2019	(Tuesday)	Price Bonds via negotiated sale.	UW, FA
February 26, 2019	(Tuesday)	Pricing Officer approves the sale of the Refunding Bonds.	RMA, BC, FA
February 27, 2019	(Wednesday)	Submit final documents to Texas Attorney General.	BC
March 19, 2019	(Tuesday)	Obtain Texas Attorney General Approval of Bonds.	AG, BC
March 26, 2019	(Tuesday)	Close, deliver Bonds, and fund escrow.	UW, FA

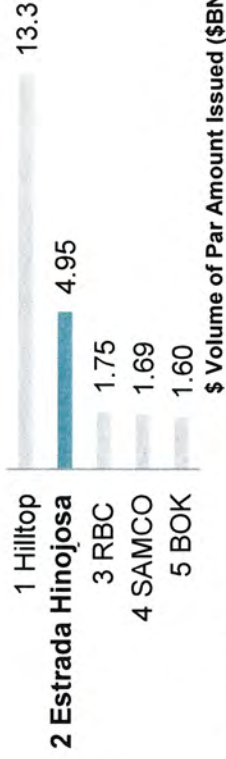
## Firm Update



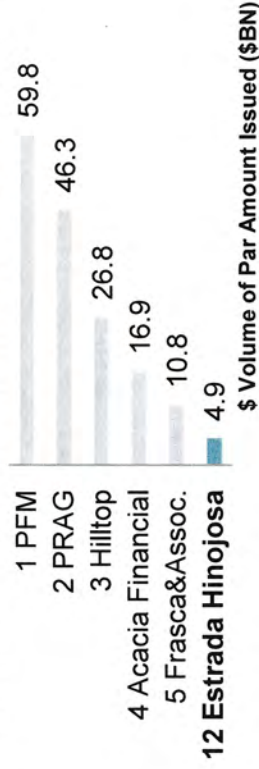
# Estrada Hinojosa is a Leader with a Growing National Footprint...

- **In 27 years the Firm has completed:**
  - ✓ 5,477 transactions totaling \$488 billion.
- **For calendar year ended 2018, the Firm completed:**
  - ✓ Financial Advisory 84 financings totaling \$7.3 billion
  - ✓ Negotiated Underwriting 65 financings totaling \$12.9 billion
  - ✓ Competitive Underwriting 114 financings totaling \$6.5 billion
  - ✓ 263 transactions totaling \$26.7 billion

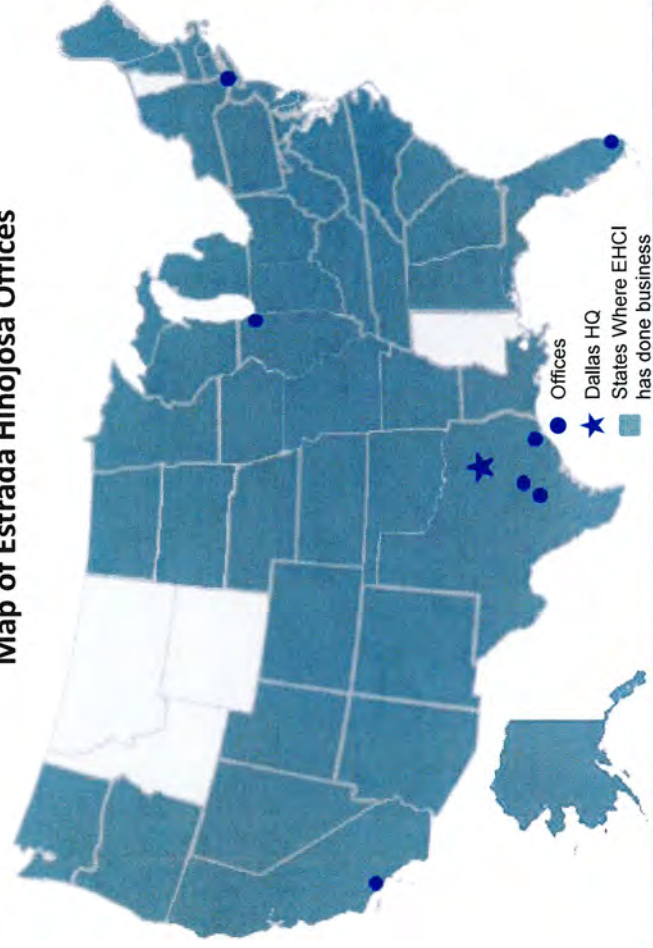
## 2018 Texas Financial Advisory Rankings (Par Amount)



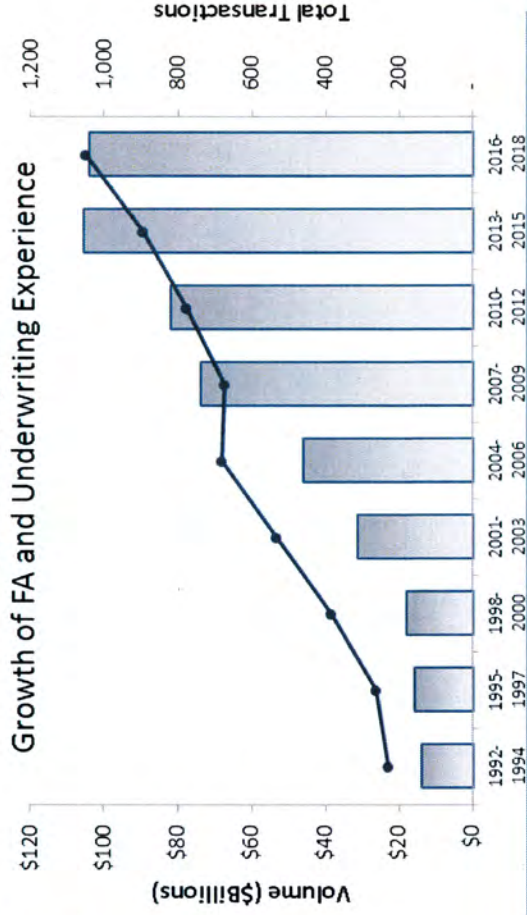
## 2018 U.S. Financial Advisory Rankings (Par Amount)



## Map of Estrada Hinojosa Offices



## Estrada Hinojosa Growth of FA and Underwriting Experience



# Representative Recent Financial Advisory Transactions

<p><b>\$59.26 Million</b></p> <p><b>City of Arlington, Texas</b></p>  <p>Permanent Improvement Bonds, Series 2018 and Comb Tax &amp; Revenue COs, Series 2018</p> <p>Financial Advisor</p>	<p><b>\$22.565 Million</b></p> <p><b>Alvin Community College</b></p>  <p>Maintenance Tax Notes, Series 2018</p> <p>Financial Advisor</p>	<p><b>\$166.78 Million</b></p> <p><b>Hidalgo County, Texas</b></p>  <p>Certificates of Obligation, Series 2018A-B, and Ltd Tax Refunding Bonds, Taxable Series 2018</p> <p>Financial Advisor</p>	<p><b>\$9.330 Million</b></p> <p><b>City of Allen, Texas</b></p>  <p>Waterworks &amp; Sewer System Revenue Bonds, Series 2018</p> <p>Financial Advisor</p>	<p><b>\$38.16 Million</b></p> <p><b>City of Corpus Christi, Texas</b></p>  <p>General Improvement Bonds, Series 2018 and COs, Series 2018A and Taxable Series 2018B</p> <p>Financial Advisor</p>
<p><b>\$250.0 Million</b></p> <p><b>Texas Transportation Commission</b></p>  <p>State of Texas General Mobility Fund Bonds (SIFMA Floaters Remarketing)</p> <p>Financial Advisor</p>	<p><b>\$908.0 Million</b></p> <p><b>Dallas Area Rapid Transit</b></p>  <p>Sr Lien Sales Tax Revenue Bonds, Series 2018 (RRIF Loan)</p> <p>Financial Advisor</p>	<p><b>\$12.535 Million</b></p> <p><b>Brazoria County, Texas</b></p>  <p>Comb Tax &amp; Rev COs and Limited Tax Refunding Bonds, Series 2018</p> <p>Financial Advisor</p>	<p><b>\$265.090 Million</b></p> <p><b>City of San Antonio, Texas</b></p>  <p>Electric and Gas Systems Revenue Refunding Bonds &amp; Var Rate Junior Lien, New Series 2018 and 2018A</p> <p>Financial Advisor</p>	<p><b>\$66.0 Million</b></p> <p><b>City of Dallas, Texas</b></p>  <p>Waterworks &amp; Sewer System Revenue Bonds, Series 2018A-B</p> <p>Financial Advisor</p>
<p><b>\$23.725 Million</b></p> <p><b>City of Brownsville, Texas</b></p>  <p>Comb Tax &amp; Airport Revenue COs, Series 2018 (AMT)</p> <p>Financial Advisor</p>	<p><b>\$1.48 Billion</b></p> <p><b>Grand Parkway Transportation Corp</b></p>  <p>Sub Tier Toll Revenue Bonds, Series 2018A-B and Bond Anticipation Notes, Series 2018</p> <p>Financial Advisor</p>	<p><b>\$101.58 Million</b></p> <p><b>Del Mar College</b></p>  <p>Limited Tax Bonds, Series 2018A and Series 2018B</p> <p>Financial Advisor</p>	<p><b>\$356.085 Million</b></p> <p><b>North Texas Tollway Authority</b></p>  <p>System Second Tier Revenue Refunding Bonds, Series 2018</p> <p>Financial Advisor</p>	<p><b>\$207.53 Million</b></p> <p><b>Port of Corpus Christi</b></p>  <p>Senior Lien Revenue Bonds, Series 2018A (Non-AMT) and Series 2018B (Taxable)</p> <p>Financial Advisor</p>

# City of Arlington – Texas Rangers Case Study

Estrada Hinojosa has been the sole FA to the City of Arlington since 2009. During this time, we have helped the City with the sale of 49 transactions for a combined par value of \$1.37 billion, including the three transactions for the Rangers ballpark described below.

## \$465.425 Million Senior and Subordinate Lien Special Tax Revenue Bonds, Series 2018A-C

### History

- The City of Arlington has been the home of the Texas Rangers Major League Baseball Team since 1972
- Although the lease was not expiring until 2024, the City and Rangers negotiated a new agreement early which goes through 2054
- A venue election was held on 11/8/16 to allow current special taxes to support both the Rangers and Cowboys debt
  - Special taxes consist of 1/2 % sales tax, 2.0% hotel occupancy tax (HOT), and 5.0% short term vehicle rental tax
- EH helped the City with \$110.2 million Senior Lien Special Tax Revenue Refunding Bonds, Series 2017 which closed in September
- Refunded/restructured \$146.9 million of Cowboys special tax revenue bonds in anticipation of new money
- The City is contributing \$500 million to the project which is expected to cost approximately \$1.25 billion and open in 2020.



### Structure

- Closed lien structure with no ability to issue additional new money
  - All residual revenues used to retire debt early
- Senior lien bonds structured with minimum coverage of 1.30X using historical revenues to meet the additional bonds test (ABT) established under a new master indenture
- Subordinate lien bonds structured with minimum coverage of 1.25X based on pro forma revenues and then level debt service
- DSRFs funded with surety policies from AGM and BAM for senior and sub lien respectively
  - \$11.02 million to be transferred from existing senior DSRF to pay off debt early

### Series Summary

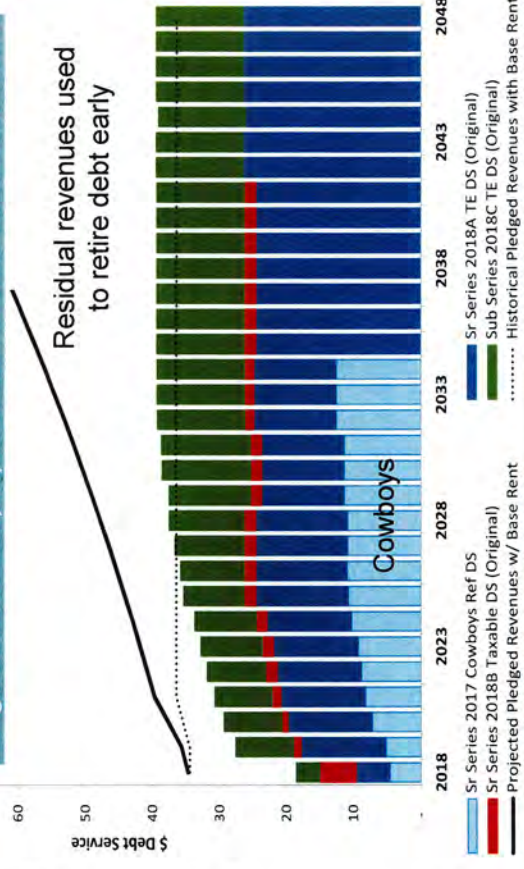
- **\$266.080 Million Senior Lien Special Tax Revenue Bonds, Series 2018A**
  - AGM insured serial bonds 2025 to 2038 with term bonds in 2043, 2044 and 2048
  - All bonds had a 5% coupon except the 2044 term bonds which had a 4% coupon
  - 10-Year Par call on 2/15/28
- **\$28.250 Million Senior Lien Special Tax Revenue Bonds, Taxable Series 2018B**
  - Uninsured serial bonds from 2018 to 2032 with term bonds in 2037 and 2041
  - Bonds sold at par
  - Make-whole call at comparable Treasury rate+25 bps
- **\$171.095 Million Subordinate Lien Special Tax Revenue Bonds, Series 2018C**
  - BAM insured serial bonds 2022 to 2038 with term bonds in 2041, 2045 and 2048
  - All bonds had a 5% coupon
  - Mix of call features on 2/15/21, 23, 25 and 28 to allow for early redemptions

### Ratings

- Senior Lien Bonds: AA+ (Fitch), A1 (Moody's), A+ (S&P)
- Subordinate Lien Bonds: A3 (Moody's)

**Rent:** Base rent of \$2 million /year also pledged to the taxable bonds

### Rangers and Cowboys Special Tax Revenue Bond Debt Profile



# Representative Recent Underwriting Transactions

<p>\$7.175 Million</p> <p>La Villa Independent School District</p>  <p>Unlimited Tax School Building &amp; Refunding Bonds, Series 2018</p> <p>Senior Underwriter</p>	<p>\$181.035 Million</p> <p>Socorro Independent School District</p>  <p>Unlimited Tax School Building &amp; Refunding Bonds, Series 2018</p> <p>Underwriter</p>	<p>\$11.450 Million</p> <p>City of Portland, Texas</p>  <p>General Obligation Bonds, Series 2018 Combination Tax &amp; Rev C/O, Series 2018</p> <p>Senior Underwriter</p>	<p>\$9.595 Million</p> <p>City of Mercedes, Texas</p>  <p>Comb Tax &amp; Ltd Pledge Revenue Certificates of Obligation, Series 2018</p> <p>Senior Underwriter</p>	<p>\$154.970 Million</p> <p>Clear Creek Independent School District</p>  <p>Unlimited Tax School Building Bonds, Series 2018</p> <p>Underwriter</p>
<p>\$86.905 Million</p> <p>Coppell Independent School District</p>  <p>Unlimited Tax School Building &amp; Refunding Bonds, Series 2018</p> <p>Underwriter</p>	<p>\$198.035 Million</p> <p>Bexar County</p>  <p>Comb Tax &amp; Revenue Certificates of Obligation, Series 2018</p> <p>Underwriter</p>	<p>\$529.220 Million</p> <p>City of Houston, Texas</p>  <p>Comb Utility System First Lien Rev Ref Bonds, Series 2018D and Taxable Series 2018E</p> <p>Underwriter</p>	<p>\$5.115 Million</p> <p>Development Corporation of McAllen, Texas</p>  <p>Sales Tax Revenue Bonds, Taxable Series 2018</p> <p>Underwriter</p>	<p>\$400.125 Million</p> <p>Denton Independent School District</p>  <p>Unlimited Tax School Building Bonds, Series 2018</p> <p>Underwriter</p>
<p>\$121.030 Million</p> <p>Metro Transit Authority of Harris County</p>  <p>Sales Tax Contractual Obligations, Series 2018</p> <p>Co-Senior Underwriter</p>	<p>\$56.540 Million</p> <p>North Texas Municipal Water District</p>  <p>Upper East Fork Wastewater Interceptor System Contract Revenue Bonds, Series 2018</p> <p>Underwriter</p>	<p>\$3.115 Million</p> <p>Kleberg County, Texas</p>  <p>Certificates of Obligation, Series 2018</p> <p>Senior Underwriter</p>	<p>\$3.115 Million</p> <p>Development Corporation of McAllen, Texas</p>  <p>Sales Tax Revenue Bonds, Taxable Series 2018</p> <p>Underwriter</p>	<p>\$400.125 Million</p> <p>Denton Independent School District</p>  <p>Unlimited Tax School Building Bonds, Series 2018</p> <p>Underwriter</p>

# Estrada Hinojosa Served as Co-Managing Underwriter for the Bond Buyer's "2018 Deal of the Year"

## City and County of Denver – Denver International Airport

\$2.5 Billion Airport System Subordinate Revenue Bonds, Series 2018A (AMT) and 2018B (Non-AMT)



- Largest AMT transaction and largest airport transaction ever issued**
- Rated A2 / A / A+ by Moody's, S&P and Fitch
- Serials bonds through 2038 and term bonds in 2043 and 2048
- Mix of coupons from 3.25% through 5.25% to meet investor demand
- The bonds were issued to:
  - Finance portions of the 2018-22 capital plan including the Great Hall
  - Refund certain outstanding bonds
  - Fund reserve and capitalized interest deposits
- Great Hall Project – Redevelopment of Jeppesen Terminal
  - Consolidate underutilized space
  - Relocate security areas
  - Update shopping and dining
  - P3 project with Ferrovia, Saunders Construction and JLC
- Estrada Hinojosa has a long history of serving Denver since 1996
  - 18 transactions as underwriter for \$5.8 billion in par value
  - 40 transactions as co-financial advisor for \$4.1 billion



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