



**IMPROVING MORE THAN JUST ROADS**

**AGENDA**  
**Regular Meeting of the Board of Directors**  
**of the**  
**Cameron County Regional Mobility Authority**  
**3470 Carmen Avenue, Suite 5**  
**Rancho Viejo, Texas 78575**  
**June 25, 2020**  
**12:00 Noon**

**THIS MEETING WILL BE CONDUCTED AS A TELEPHONIC/AUDIO MEETING DUE TO THE COVID-19 HEALTH EMERGENCY AS AUTHORIZED BY V.T.C.A. 551.121-126, TEXAS GOVERNMENT CODE.**

**IF YOU WOULD LIKE TO COMMENT DURING THE PUBLIC COMMENT PERIOD, YOU MAY DO SO BY CALLING THE TOLL-FREE NUMBER 877.853.5257, MEETING I.D. NO. 927 6903 1770, PASSWORD: 896154. YOU MUST SUBMIT YOUR REQUEST NO LATER THAN 11:15 A.M. ELECTRONICALLY TO psepulveda@ccrma.org BECAUSE THE NUMBER OF DIAL-IN PARTICIPANTS IS LIMITED, PLEASE USE THE TOLL FREE NUMBER ONLY IF YOU ARE MAKING A COMMENT ON AN AGENDA ITEM.**

**PUBLIC COMMENTS:**

1. Public Comments.

**ITEMS FOR DISCUSSION AND ACTION:**

2. Action Items.
  - A. Acknowledgement of Claims.
  - B. Approval of Claims.
  - C. Consideration and Approval of the Financial Statements and Budget Amendments for the month of May 2020.
  - D. Consideration and Approval of the May 01, 2020 Regular Meeting Minutes.
  - E. Consideration and Approval to Open Money Market Accounts at Texas Regional Bank.
  - F. Consideration and Approval of WA 06 with Halff & Associates for providing engineering services required for the Development of a Maintenance Asset Report for SH 550.
  - G. Consideration and Approval of Payment to Star Systems America, LLC.

- H. Consideration and Approval of a Renewal of Letter of Credit with Texas Regional Bank.
- I. Consideration and Approval of Lease Agreement between the Cameron County Regional Mobility Authority and AGC Solutions, LLC.
- J. Consideration and Approval of a Resolution Prohibiting the Operation of Certain Motor Vehicles on Cameron County Regional Mobility Authority Toll Road Facilities.
- K. Consideration and Approval of an Additional Policy to Cameron County Regional Mobility Authority Personnel Policy Manual for Use of Protected Health Information.

3. **EXECUTIVE SESSION:**


- A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with an Invoice from Star Systems America, LLC, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).
- B. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with an Invoice from Toll Plus, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).
- C. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with an Administrative Restructuring Plan, Including Discussion Regarding CCRMA Employees' Duties, Pursuant to V.T.C.A., Government Code, Section 551.071 (2) and 551.074 (1)
- D. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with the CCRMA Toll Tag, LLC, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).
- E. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with Prohibiting the Operation of Certain Motor Vehicles on Cameron County Regional Mobility Authority Toll Road Facilities, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

4. **ACTION RELATIVE TO EXECUTIVE SESSION**

- A. Possible Action
- B. Possible Action
- C. Possible Action
- D. Possible Action
- E. Possible Action

**ADJOURNMENT:**

Signed this 22 day of June 2020.

  
Frank Parker, Jr.  
Chairman

**2-A ACKNOWLEDGEMENT OF CLAIMS**

Claims for Acknowledgement

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
 Claims June 18, 2020



100 Operating

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Valley Municipal Utility District	VMUD Ste 3 May 2020	\$ 34.55	VMUD Ste 3 May 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 4 May 2020	34.17	VMUD Ste 4 May 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 5 May 2020	34.17	VMUD Ste 5 May2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 6 May 2020	34.55	VMUD Ste 6 May 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 7 May 2020	34.55	VMUD Ste 7 May 2020	Indirect	Y	Local	Ope
		<u>171.99</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
FRANCISCO J SANMIGUEL	FS Travel Jan-Apr 20	\$ 1,101.12	FS Travel Reimbursement Jan-	Indirect			
Matus Contractor Company	194	4,000.00	MCC Cutting grass, garbage collection FM	Indirect	Y	Local	Tolls
Matus Contractor Company	195	2,800.00	MCC Cutting grass, garbage collection	Indirect	Y	Local	Tolls
US Post Master	Mail permit June 202	240.00	Mail permit annual fee	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Tolls May 2020	35.31	VMUD Tolls May 2020	Indirect	Y	Local	Tolls
		<u>8,176.43</u>					
	Operations	\$ 171.99					
	Tolls	<u>8,176.43</u>					
	Total Transfer	<u>\$ 8,348.42</u>					

Revised by:

Monica Ibarra,  
Accounting Clerk

Monica Ibarra 6.18.20

Victor J. Barron,  
Controller

Victor J. Barron 6.18.20

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 06-18-20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims June 10, 2020**



**100 Operating**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	147753	\$ 235.82	Aflac Jun 2020	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley ROL Consulting	320895 5.28.20	7.99	Culligan May 2020 Consulting Services	Indirect	Y	Local	Ope
LLC	109	10,550.00	Contract 2019-9-4	Indirect	Y	Local	Ope
MPC Studios, Inc	29070	125.00	MPC Studios Jun 2020	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	27	12,000.00	March Consulting Services	Indirect	Y	Local	Ope
		<u>22,918.81</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bank of New York Mellon	252.2287919	\$ 550.00	bonds series 2010 A & 2010 B	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 5.28.20	57.95	Culligan May 2020	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1001217	298.48	Duncan Solutions May 2020	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc Board	1546392-20200531 600710 5.28.20	213.84 247.72	Lexis Nexis May 2020 PUB 600710 May 2020	Indirect Connectors -	Y Y	Local Local	Tolls Tolls
Tecsidel SA	220	2,500.00	for Pharr Maintenance Feb 2020	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	320	2,500.00	Toll Collection System March 2020	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	420	2,575.00	Toll Collection System April 2020	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	520	2,575.00	Tecsidel May 2020	Indirect	Y	Local	Tolls
Temp Control, Inc. Service	300679 USPS 6.2.20	95.00 10,000.00	Temp Control Jun 2020 6.2.20	Indirect Indirect	Y Y	Local Local	Tolls Tolls
Verizon Wireless	9855239086	89.32	Verizon Tolls May 2020	Indirect	Y	Local	Tolls
Xtreme Security	36558	104.85	2020	Indirect	Y	Local	Tolls
		<u>21,807.16</u>					
	Operations	\$ 22,918.81					
	Tolls	<u>21,807.16</u>					
	Total Transfer	<u>\$ 44,725.97</u>					

Revised by:

Monica Ibarra,  
Accounting Clerk Monica Ibarra 6.9.20

Victor J. Barron,  
Controller Victor Barron 6.9.20

Pete Sepulveda Jr,  
Executive Director Pete Sepulveda Jr 06.09.20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims June 5, 2020**



**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas Department of Motor Vehicles (TxDMV)	TXDMV Repleni	\$ 5,000	TXDMV Replenish 6.5.20	Indirect	Y	Local	Tolls
		<u>5,000</u>			Y	Local	Tolls
					Y	Local	Tolls
	Tolls	<u>5,000.00</u>					
	Total Transfer	<u>\$ 5,000.00</u>					

Reviewed by:

Victor J. Barron,  
 Controller

*Victor Barron* 6.5.20

Pete Sepulveda Jr,  
 Executive Director

*Pete Sepulveda Jr* 06.05.20





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims June 3, 2020**

**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	743585	\$ 353.73	Aflac May 2020	Indirect	Y	Local	Ope
AGC Solutions LLC	Admin Rent June 2020	4,060.00	Admin Rent June 2020	Indirect	Y	Local	Ope
American Express	AMEX May 2020	650.30	AMEX May 2020	Indirect	Y	Local	Ope
Estrada Hinojosa & Company Inc	4167	5,000.00	Estrada Hinojosa May 2020	Indirect	Y	Local	Ope
Gexa Energy, LP	30739358-4	70.66	GEXA 3461 Carmen Ave, 1505 Fm 511, 1705 Fm	Indirect	Y	Local	Ope
Gexa Energy, LP	30740878-4	342.23	GEXA B5 & B7, 570 Fm 511, 1895 Fm 511 Unit 1	Indirect	Y	Local	Ope
Gexa Energy, LP	30741678-4	208.27	GEXA 3470 Carmen Ave B4 & B3 May 2020	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin P.L.L.C	465	1,620.00	CCRMA General File 2020 May	Indirect	Y	Local	Ope
TML Health Benefits Pool	1212006A	3,587.41	TML Health Benefit Pool	Indirect	Y	Local	Ope
Texas Comptroller of	K2017	100.00	State of Texas (CO-OP)	Indirect	Y	Local	Ope
Toshiba Financial Services	2000376034	296.86	Toshiba Admin May 2020	Indirect	Y	Local	Ope
Toshiba Financial Services	35604181	311.23	Toshiba Admin Printer June 2020	Indirect	Y	Local	Ope
		16,600.69					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX May 2020		AMEX May 2020	Indirect	Y	Local	Tolls
		\$ 2,948.32			Y	Local	Tolls
Ben's Glass & Metal	621272	1,097.00	Install Office Partition	Indirect	Y	Local	Tolls
Eduardo J. Trevino	ET05222020	45.08	ET Travel Reimbursement	Indirect	Y	Local	Tolls
FRANCISCO J	FS Pharr Jan Apr2020	112.70	FS Travel Pharr Jan-Apr	Indirect	Y	Local	Tolls
FRANCISCO J	FS Pharr Oct Dec2019	284.20	FS Travel Pharr Oct-Dec	Indirect	Y	Local	Tolls
FRANCISCO J	FS Travel CC Dec201		FS Travel CC Dec 2019	Indirect			
SANMIGUEL		331.18			Y	Local	Tolls
Gexa Energy, LP	30739358-4		GEXA 3461 Carmen Ave,	Indirect			
		467.86	1505 Fm 511, 1705 Fm		Y	Local	Tolls
Gexa Energy, LP	30740878-4	567.29	GEXA B5 & B7, 570 Fm	Direct	Y	Local	Tolls
Prisciliano Delgado	10709	200.00	Prisciliano Lawn Care Mar	Indirect	Y	Local	Tolls
Prisciliano Delgado	10710	200.00	Prisciliano Lawn Care Apr	Indirect	Y	Local	Tolls
Prisciliano Delgado	10711	200.00	Prisciliano Lawn Care May	Indirect	Y	Local	Tolls
Ruben Ibanez	RI Travel 5.22.20		RI Travel Expenses	Indirect			
		92.00	5.22.20		Y	Local	Tolls
Rentfro, Irwin, & Irwin,	465	540.00	CCRMA General File	Indirect	Y	Local	Tolls
TML Health Benefits Pool	1212006A		TML Health Benefit Pool	Indirect			
		7,353.42	May 2020		Y	Local	Tolls
		<u>14,439.05</u>					
	Operations	\$ 16,600.69					
	Tolls	<u>14,439.05</u>					
	Total Transfer	<u>\$ 31,039.74</u>					

Revised by:

Monica Ibarra,  
Accounting Clerk

Monica Ibarra 6.3.20

Victor J. Barron,  
Controller

Victor J. Barron 6.3.20

Pete Sepulveda Jr,  
Executive Director

PJS 06 03 20

**2-B APPROVAL OF CLAIMS**

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Cameron County	2016-1501100	\$ 115,809.91	SH550 Tolls Circuits FM 1895 Fm 511 to 104 Lindwood Train	SH 550	Y	Local	Tolls
TollPlus LLC	020035	15,271.91	Maintenance and Support Back Office System May	Indirect	Y	Local	Tolls
	Tolls	<u>131,081.82</u>					
	Ope Local Agreement	\$ 281,513.49					
	Tolls Interlocal Agreement	6,303.75					
	Tolls	131,081.82					
	Total Transfer	<u>\$ 418,899.06</u>					

Reviwed by:

Victor J. Barron,  
Controller

*Victor J. Barron*

Pete Sepulveda Jr,  
Executive Director

*Pete Sepulveda Jr*

**2-C CONSIDERATION AND APPROVAL OF THE FINANCIAL  
STATEMENTS AND BUDGET AMENDMENTS FOR THE  
MONTH OF MAY 2020**



**MAY 2020 FINANCIAL REPORT**

**PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR**

**VICTOR J. BARRON, CONTROLLER**



# CCRMA MONTHLY FINANCIAL

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions Included In  
Report From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Operating Revenues</b>					
Vehicle registration fees	340,670	2,114,214	3,250,000	(1,135,786)	2,207,630
Interlocal agreement revenues	10,000	84,716	120,000	(35,284)	13,775
Other revenues	0	0	0	0	169,905
<b>Total Operating Revenues</b>	<b>350,670</b>	<b>2,198,930</b>	<b>3,370,000</b>	<b>(1,171,070)</b>	<b>2,391,310</b>
<b>Operating Expenses</b>					
Personnel costs	51,799	624,601	846,528	221,927	566,482
Professional services	22,550	205,769	306,642	100,873	130,520
Contractual services	1,650	19,331	110,000	90,669	67,393
Advertising & marketing	0	5,015	18,500	13,485	3,924
Data processing	337	5,957	10,000	4,043	5,136
Dues & memberships	0	17,738	20,000	2,262	1,588
Education & training	0	920	10,000	9,080	3,967
Fiscal agent fees	5,000	10,995	50,000	39,005	7,370
Insurance	0	411	5,000	4,589	1,332
Maintenance & repairs	0	172	10,000	9,828	2,113
Office supplies	555	12,904	22,500	9,596	12,254
Rent	4,551	40,269	62,420	22,151	36,559
Travel	0	12,810	30,000	17,190	22,631
Utilities	662	7,366	12,000	4,634	7,345
<b>Total Operating Expenses</b>	<b>87,105</b>	<b>964,259</b>	<b>1,513,590</b>	<b>549,332</b>	<b>868,613</b>
<b>Total Operating Income (Loss)</b>	<b>263,565</b>	<b>1,234,671</b>	<b>1,856,410</b>	<b>(621,738)</b>	<b>1,522,697</b>
<b>Non Operating Revenues</b>					
Grant revenues	0	0	0	0	819,780
Interest income	5,034	45,653	68,200	(22,547)	29,272
<b>Total Non Operating Revenues</b>	<b>5,034</b>	<b>45,653</b>	<b>68,200</b>	<b>(22,547)</b>	<b>849,052</b>
<b>Non Operating Expenses</b>					
Debt interest	0	1,253,431	1,799,750	546,319	478,464
Debt interest-LOC	0	3,771	25,500	21,729	4,255
<b>Total Non Operating Expenses</b>	<b>0</b>	<b>1,257,202</b>	<b>1,825,250</b>	<b>568,048</b>	<b>482,719</b>
<b>Total Changes in Net Position</b>	<b>268,600</b>	<b>23,122</b>	<b>99,360</b>	<b>(76,237)</b>	<b>1,889,031</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report  
 From 5/1/2020 Through 5/31/2020  
 (In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	116,528	1,232,840	1,900,000	(667,160)	1,286,713
Interop Revenues					
Interop revenues	64,159	518,541	700,000	(181,460)	449,199
Bridge interoperability	27,998	337,516	525,000	(187,484)	261,252
Total Interop Revenues	92,157	856,056	1,225,000	(368,944)	710,451
Other Toll Revenues					
Interlocal agreement revenues	11,848	94,602	136,000	(41,398)	30,353
Other	0	0	0	0	10,500
Total Other Toll Revenues	11,848	94,602	136,000	(41,398)	40,853
Total Toll Operating Revenues	220,533	2,183,498	3,261,000	(1,077,502)	2,038,017
Toll Operating Expenses					
Personnel costs	52,014	491,129	909,077	417,948	436,629
Transaction processing costs	11,941	209,050	411,500	202,450	228,789
Toll system maintenance/IT	28,274	202,965	350,000	147,035	150,355
Roadside maintenance	45,171	318,127	500,485	182,358	289,313
CSC indirect/overhead costs	7,451	99,540	225,550	126,010	83,389
Total Toll Operating Expenses	144,851	1,320,812	2,396,612	1,075,800	1,188,475
Total Operating Income (Loss)	75,682	862,686	864,388	(1,702)	849,542
Non Operating Revenues					
Pass through grant revenues	0	0	1,385,000	(1,385,000)	0
Total Non Operating Revenues	0	0	1,385,000	(1,385,000)	0
Non Operating Expenses					
Debt interest	550	1,254,663	2,249,388	994,725	843,352
Project expenses	0	0	0	0	74,201
Total Non Operating Expenses	550	1,254,663	2,249,388	994,725	917,553
Changes in Net Position	75,132	(391,977)	(0)	(391,977)	(68,011)

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report  
From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Operating Revenues</b>					
Vehicle registration fees	340,670	2,114,214	3,250,000	(1,135,786)	2,207,630
Interlocal Agreement Revenue	21,848	179,318	256,000	(76,682)	44,128
Toll revenues	208,685	2,088,896	3,125,000	(1,036,104)	1,997,164
Other revenue	0	0	0	0	180,405
<b>Total Operating Revenues</b>	<b>571,203</b>	<b>4,382,428</b>	<b>6,631,000</b>	<b>(2,248,572)</b>	<b>4,429,327</b>
<b>Operating Expenses</b>					
Personnel costs	103,813	1,115,731	1,755,606	639,875	1,003,112
Accounting software and services	0	1,206	10,000	8,794	4,947
Professional services	22,550	204,563	296,642	92,079	126,037
Contractual services	2,203	24,043	135,000	110,957	73,936
Advertising & marketing	125	36,363	78,500	42,137	21,553
Data processing	337	7,420	10,000	2,580	5,136
Dues & memberships	0	20,678	27,000	6,322	6,714
Education & training	0	920	20,000	19,080	6,452
Fiscal agent fees	5,550	14,195	50,000	35,805	7,370
Insurance	0	56,440	80,485	24,045	55,983
Maintenance & repairs	3,772	14,071	40,000	25,929	15,456
Office supplies	1,050	131,122	214,500	83,378	133,376
Road maintenance	73,261	470,563	755,000	284,437	376,169
Rent	5,909	62,089	106,970	44,881	48,440
Toll services	7,917	69,524	226,500	156,976	99,525
Travel	1,190	20,654	42,000	21,346	37,878
Utilities	4,828	38,690	62,000	23,310	35,006
<b>Total Operating Expenses</b>	<b>232,505</b>	<b>2,288,271</b>	<b>3,910,203</b>	<b>1,621,932</b>	<b>2,057,088</b>
<b>Net Change from Operations</b>	<b>338,697</b>	<b>2,094,158</b>	<b>2,720,797</b>	<b>(626,640)</b>	<b>2,372,239</b>
<b>Non Operating Revenue</b>					
Pass through grant revenues	0	0	1,385,000	(1,385,000)	0
Interest income	5,034	45,653	68,200	(22,547)	29,272
<b>Total Non Operating Revenue</b>	<b>5,034</b>	<b>45,653</b>	<b>1,453,200</b>	<b>(1,407,547)</b>	<b>29,272</b>
<b>Non Operating Expenses</b>					
Bond Debt Expense	0	2,504,894	4,048,688	1,543,794	1,321,815
Debt Interest - LOC	0	3,771	25,950	22,179	4,255
<b>Total Non Operating Expenses</b>	<b>0</b>	<b>2,508,666</b>	<b>4,074,638</b>	<b>1,565,972</b>	<b>1,326,071</b>
<b>Changes in Net Position</b>	<b>343,732</b>	<b>(368,854)</b>	<b>99,359</b>	<b>(468,214)</b>	<b>1,075,441</b>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Statement of Revenues and Expenditures - Monthly Project I/S - Unposted Transactions Included In Report  
From 5/1/2020 Through 5/31/2020

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
<b>Non Operating Revenues</b>		
Grant revenues		
Morrison Road	25,665	25,665
Total Grant revenues	25,665	25,665
Project revenues		
West Blvd. Project	80,622	230,622
SH 32 (East Loop)	129,613	671,537
Morrison Road	1,580	1,580
Indiana Road - COB	0	62,500
CC- Veterans Bridge	0	159,801
CC - Old ALice Road	15,070	98,627
CC - Parks Circulation Study	0	11,628
CC - Bridge Maintenance	0	478,718
CC - Gateway Bridge	19,451	19,606
CC - Parks Traffic Circulation	0	1,762
Study		
CC - Los Indios LPOE Bldg & Lot	0	17,909
Modification		
CC - Consulting Services PF	8,000	40,000
CC - International Bridge	0	447,000
CC - Parks	0	479,980
Total Project revenues	<u>254,336</u>	<u>2,721,271</u>
Total Non Operating Revenues	<u>280,001</u>	<u>2,746,936</u>
<b>Non Operating Expenses</b>		
Project expenses		
Indirect	22,550	161,134
South Padre Island 2nd Access	0	227
West Blvd. Project	0	285,847
Outer Parkway	0	227
West Rail Relocation	0	600
SH 550	0	148,033
SH 32 (East Loop)	129,613	1,028,323
South Port Connector - SH32	0	7,342
Whipple Road	0	36,221
FM 509	0	45,853
Morrison Road	31,325	68,582
Indiana Road - COB	0	1,739
CC- Veterans Bridge	0	62,870
CC - Old ALice Road	0	114,912
CC BRIDGE ADVISORY	0	1,136
CC - Parks Circulation Study	0	244
CC - Bridge Maintenance	0	481,462
CC - Gateway Bridge	11,955	24,045
CC - Parks Traffic Circulation	0	17,497
Study		
CC - Los Indios LPOE Bldg & Lot	0	17,909
Modification		
CC - Consulting Services PF	8,000	40,000
CC - International Bridge	0	281,894
CC - Parks	0	544,646
Total Project expenses	<u>203,442</u>	<u>3,370,744</u>
Total Non Operating Expenses	<u>203,442</u>	<u>3,370,744</u>
<b>Total Changes in Net Position</b>	<u>76,559</u>	<u>(623,807)</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Balance Sheet  
As of 5/31/2020  
(In Whole Numbers)

	<u>Current Year</u>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	4,004,859
Restricted cash accounts - debt service	5,425,597
Accounts receivable, net	3,205,719
Accounts receivable - other agencies	1,676,217
Accrued interest	<u>5,880</u>
Total Current Assets:	14,318,272
Non Current Assets:	
Capital assets, net	102,369,990
Capital projects in progress	23,414,858
Unamortized bond prepaid costs	104,532
Net pension asset	<u>5,150</u>
Total Non Current Assets:	125,894,530
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	193,715
Deferred outflow related to pension	<u>168,350</u>
Total Deferred Outflow of Resources	362,065
Total ASSETS	<u><u>140,574,867</u></u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	551,172
Deferred revenue	<u>362,494</u>
Total Current Liabilities	913,666
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	<u>76,418,371</u>
Total Non Current Liabilities	92,602,558
Deferred Inflows of Resources	
Deferred inflows related to pension	<u>11,943</u>
Total LIABILITIES	<u>93,528,167</u>
<b>NET POSITION</b>	
Beginning net position	45,105,290
Total Beginning net position	<u>45,105,290</u>
Changes in net position	
Total Changes in net position	<u>1,941,409</u>
Total NET POSITION	<u>47,046,699</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>140,574,867</u></u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows

As of 5/31/2020

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	632,710	1,803,190
Receipts from Interop Toll revenues	76,884	866,871
Receipts from TPS Toll Revenues	121,637	1,627,511
Receipts from Other Operating Revenues	18,160	175,631
Payments to Vendors	(233,370)	(1,264,005)
Payments to Employees	<u>(104,942)</u>	<u>(963,827)</u>
Total Cash Flows from Operating Activities	<u>511,079</u>	<u>2,245,370</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Construction in Progress	65,833	(1,466,685)
Payments on principal and interest	0	(2,897,156)
Payment related to redevelopment assets	(26,731)	2,395,661
Payment on interlocal project expenses	(172,892)	(2,050,297)
Interlocal project proceeds	<u>25,665</u>	<u>25,665</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(108,125)</u>	<u>(3,992,812)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>2,934</u>	<u>39,773</u>
Total Cash Flows from Investing Activities	<u>2,934</u>	<u>39,773</u>
Beginning Cash & Cash Equivalents	<u>9,024,567</u>	<u>11,138,124</u>
Ending Cash & Cash Equivalents	<u><u>9,430,455</u></u>	<u><u>9,430,455</u></u>

**2-D    CONSIDERATION AND APPROVAL OF THE MAY 28, 2020  
REGULAR MEETING MINUTES**

THE STATE OF TEXAS §  
COUNTY OF CAMERON §

BE IT REMEMBERED on the 28th day of May, 2020, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority via a Telephonic /Audio Zoom Meeting due to the COVID – 19 health Emergency as authorized by V.T.C.A., 551.125, Texas Government Code 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

MICHAEL F. SCAIEF  
DIRECTOR

ARTURO A. NELSON  
DIRECTOR

AL VILLARREAL VIA PHONE  
DIRECTOR

MARK ESPARZA  
DIRECTOR

DR. MARIA VILLEGAS, M.D.  
DIRECTOR

LEO R. GARZA  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT



The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA’s website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas. on this 22nd day of May 2020.

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## **PUBLIC COMMENTS**

### **1 PUBLIC COMMENTS**

None.

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## **ACTION ITEMS**

### **2-A Consideration and Approval of Minutes for the March 19, 2020 Regular Meeting and the May 01, 2020 Regular Meeting.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the minutes and advised the Board that there were corrections for the May 01, 2020 minutes.

Director Esparza moved to approve the minutes subject to the changes on the May 01, 2020 minutes. The motion was seconded by Director Villegas and carried unanimously.

**The Minutes are as follows:**

---

### **2-B Acknowledgement of Claims**

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

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

### **2-C Approval of Claims.**

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

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

**The Claims are as follows:**

---

### **2-D Consideration and Approval of the Financial Statements and Budget Amendments for the month of April 2020.**

Mr. Victor Barron, RMA Controller went over the Financial Statements for April 2020 with the Board. Staff provided an update on revenues and toll collections. Staff advised the Board that they had gone through all line items in both the administrative budget and the tolls budget and that they had made some budget cuts to address the loss of revenues. Staff advised the Board that vehicle registration fees were down by 36% and toll transactions were down by 20%. Staff advised the Board that they would continue to monitor the expenses and revenues and make any other necessary changes.



Secretary Nelson moved to approve the Financial Statements for April 2020 as presented. The motion was seconded by Director Esparza and carried unanimously.

**The Financial Statements are as follows:**

---

**2-E CCRMA Board Presentation on Internal Controls.**

Mr. Victor Barron, RMA Controller went over a presentation with the Board regarding internal controls. The presentation was included in the Board packet and will be attached to the minutes.

Director Esparza moved to acknowledge the presentation on internal controls. The motion was seconded by Director Villegas and carried unanimously.

**The Presentation is as follows:**

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**2-F Consideration and Approval of an Amended Advance Funding Agreement and Resolution for the SH 550 Gap 2 Project and Authorization for Chairman Parker to sign Necessary Documents required by TxDOT associated with the Advance Funding Agreement.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need and purpose for the amended Advance Funding Agreement.

Vice Chairman Scaief moved to approve the Amended Advance Funding Agreement. The motion was seconded by Director Esparza and carried as follows:

**The Amended Advance Funding Agreement is as follows:**

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**2-G Consideration and Approval of WA 05 with Halff Associates, Inc. to provide preliminary engineering services for development of design schematic and related services for Improvements to Whipple Road.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board that this work authorization was for the environmental document and schematics for Whipple Road in the Los Fresnos area. Staff recommends final approval subject to final legal and TxDOT approval.

Secretary Nelson moved to approve Work Authorization 05 with Halff Associates, subject to final approval by Legal and TxDOT. The motion was seconded by Treasurer Villarreal and carried unanimously.

**The Work Authorization is as follows:**

---

**2-H Consideration and Approval of WA 19 with S&B infrastructure to provide engineering services for the preparation of Plans, Specifications, & Estimates (PS&E) and Construction Management support services for the proposed roadway project East Loop.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that a scope and fee had been negotiated with S&B Infrastructure. TxDOT approved the scope but were still reviewing the fee schedule. Staff recommends approval subject to final legal and Tx approval on the fee schedule.

Director Esparza moved to approve Work Authorization 19 with S&B Infrastructure, subject to final Legal and TxDOT approval. The motion was seconded by Secretary Nelson and carried unanimously.

**The Work Authorization is as follows:**

---

**2-I Consideration and Approval of Amendment Number One to Master Services Agreement for Toll System Maintenance between Kapsch TrafficCom USA, Inc., and CCRMA.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that the Maintenance Agreement with Kapsch expires on May 31, 2020. The 90-day extension will allow for the negotiation of a long term lease.

Vice Chairman Scaief moved to approve the Agreement. The motion was seconded by Director Villegas and carried unanimously.

**The Agreement is as follows:**

**2 -J Discussion and Possible Action Regarding Status of CCRMA projects.**

Pete Sepulveda, Jr., went over the status of CCRMA projects including, South Port Connector road, Veterans Bridge CBP POV project, East Loop, West Blvd., Morrison Road, Indiana Ave. and SH 550 Gap 2.

Director Esparza moved to acknowledge the update on the status of CCRMA projects. The motion was seconded by Director Villegas and carried unanimously.

**2-K Consideration and Approval of Application for New Account with Gulf Coast Paper, Co.**

Pete Sepulveda, Jr., advised the Board the application was a new credit application. Supplies will be personal protective equipment.

Vice Chairman Scaief moved to approve the credit application. The motion was seconded by Secretary Nelson and carried unanimously.

**The Application is as follows:**

**2-L Acknowledgement that all CCRMA employees have completed a cybersecurity training course that has been certified by Department of Information Resources (DIR) to fulfill the requirements of HB 3834.**

Pete Sepulveda, Jr., CCRMA Executive Director advised the Board that all staff had taken the training and presented the individual certificates for each employee.

Director Villegas moved to acknowledge that all employees took the cybersecurity training. The motion was seconded by Director Esparza and carried unanimously.

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**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Secretary Nelson and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:54 P.M.

=====

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
CHAIRMAN FRANK PARKER, JR.

ATTESTED: \_\_\_\_\_  
ARTURO A. NELSON, SECRETARY

**2-E      CONSIDERATION AND APPROVAL TO OPEN MONEY MARKET  
ACCOUNTS AT TEXAS REGIONAL BANK**



## M E M O R A N D U M

**TO:** CCRMA Board of Directors

**FROM:** Victor J. Barron, Controller *VJB*

**DATE:** June 22, 2020

**SUBJECT:** Consideration and approval to open Money Market Accounts at Texas Regional Bank

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We are considering opening two money market accounts for certificates of deposit that matured on June 8, 2020 in the amounts of \$1,016,731.76 and \$887,240.16. Bank of New York Mellon (BNY) is the trustee to the Vehicle Registration Fee Bonds Account numbers 701107 and 701112 that make up the two CD's. In addition, we would also like open two other money market accounts for the \$3.4 million being held in our Revenue Bond Debt Service Reserve Account numbers 525046 and 525043 with BNY. The following options are available to us through BNY trustee and Texas Regional Bank. Please review the options below:

### **Option 1: Certificate of Deposit**

BNY offers the option to invest in certificates of deposit through partnering banks. The funds can be insured with FDIC if they are structured properly and in amounts of \$250,000 each. Attached is a list of the banks that BNY partners with offering these CD's (Attachment A). If the amount is over the FDIC limits, BNY does not collateralize securities, therefore the CCRMA would need to have each account insured with FDIC coverage to meet the investment policy requirements.

### **Option 2: Money Market Accounts**

The other option available is to open money market accounts at Texas Regional Bank. The accounts can be insured with FDIC if they are structured properly in amounts of \$250,000 each. If the amounts are over the FDIC limits, the CCRMA would need to have each account insured with FDIC coverage to meet the investment policy requirements. Texas Regional Bank offers a higher interest rate than the certificates of deposits offered by BNY (Attachment B).

BNY charges a monthly \$75 fee for each account they reconcile outside of their investments. Assets held with another institution would have to be recognized on BNY's record keeping system. Each month BNY receives a statement from the third-party to confirm balances. This reconciling process is done to ensure that the trust indenture funds are properly recorded. Money market accounts at Texas Regional would be considered outside investments.

Long Name	State	Pricing Date	Settlement	Maturity	Int Freq	Coupon	Price	Cusip	Amount Available
FIDELITY BANK WICHITA	KS	5/20/2020	6/19/2020	8/19/2020	At Mat	0.05	100.000	31604RFN0	248
BEAL BANK SSB - PLANO TX	TX	6/3/2020	6/17/2020	9/16/2020	At Mat	0.05	100.000	07370X7B4	248
BEAL BANK USA	NV	6/3/2020	6/17/2020	9/16/2020	At Mat	0.05	100.000	07370Y6T4	248
BRIDGEWATER BK BLOOM N	MN	6/18/2020	6/18/2020	9/18/2020	At Mat	0.1	100.000	108622KH3	248
FIDELITY BANK WICHITA	KS	5/20/2020	6/19/2020	9/21/2020	At Mat	0.05	100.000	31604RFP5	248
OLD NATIONAL BANK	IN	5/22/2020	6/26/2020	9/28/2020	Monthly	0.1	100.000	680061HQ4	248
BEAL BANK USA	NV	6/12/2020	6/17/2020	10/14/2020	At Mat	0.1	100.000	07370Y6Q0	248
FIDELITY BANK WICHITA	KS	5/20/2020	6/19/2020	10/19/2020	At Mat	0.05	100.000	31604RFL4	248
FIDELITY BANK WICHITA	KS	5/20/2020	6/19/2020	11/19/2020	At Mat	0.05	100.000	31604RFK6	248
PARAGON BANK MEMPHIS T	TN	6/5/2020	6/17/2020	12/17/2020	Monthly	0.1	100.000	69912SHR4	248
FIDELITY BANK WICHITA	KS	5/20/2020	6/19/2020	12/21/2020	At Mat	0.05	100.000	31604RFM2	248
VALLEY NATL BK WAYNE	NJ	6/1/2020	6/12/2020	1/12/2021	At Mat	0.15	100.000	919853GE5	248
INDUSTRIAL & COM BK CHN, NY	NY	6/3/2020	6/12/2020	1/15/2021	At Mat	0.15	100.000	45581EBL4	248
JOHN MARSHALL BANK	VA	6/3/2020	6/19/2020	2/19/2021	Monthly	0.1	100.000	47804GFL2	248
PARAGON BANK MEMPHIS T	TN	6/5/2020	6/17/2020	3/17/2021	Monthly	0.1	100.000	69912SHS2	248
FIRST COMIM BK USA	CA	6/4/2020	6/18/2020	3/18/2021	At Mat	0.1	100.000	31984WAH7	248
JOHN MARSHALL BANK	VA	6/3/2020	6/19/2020	5/19/2021	Monthly	0.1	100.000	47804GFN8	248
FIRST SVGS BK/JEFFERSONV	IN	6/15/2020	6/15/2020	6/15/2021	At Mat	0.15	100.000	33621LEN9	248
BEAL BANK USA	NV	6/3/2020	6/17/2020	6/16/2021	At Mat	0.15	100.000	07370Y6P2	248
EXCHANGE BANK	NE	5/27/2020	6/17/2020	6/17/2021	Monthly	0.1	100.000	301074DU1	248
TEXAS SECURITY BANK	TX	6/4/2020	6/18/2020	6/18/2021	Monthly	0.15	100.000	88269ABR8	248
SANDHILLS STATE BANK	NE	6/19/2020	6/19/2020	6/18/2021	Monthly	0.1	100.000	800037AM5	248
JOHN MARSHALL BANK	VA	6/3/2020	6/19/2020	8/19/2021	Monthly	0.15	100.000	47804GFM0	248
FIRST FEDERAL SAVINGS	WA	6/12/2020	6/12/2020	12/13/2021	Monthly	0.15	100.000	32022EAF3	248
1ST FINANCIAL BANK USA	SD	5/22/2020	6/12/2020	12/13/2021	Monthly	0.2	100.000	32022RNG8	248
FRANKLIN SAVINGS BANK N	NH	5/29/2020	6/12/2020	6/13/2022	Monthly	0.2	100.000	354632AA9	248
NEW YORK COMMUNITY BA	NY	5/28/2020	6/12/2020	6/13/2022	Semi	0.25	100.000	649447TS8	248
NEW YORK COMMUNITY BA	NY	5/29/2020	6/12/2020	6/13/2022	Semi	0.2	100.000	649447TT6	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/20/2022	Monthly	0.15	100.000	740367LM7	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/20/2022	Monthly	0.2	100.000	740367LN5	248
EVERGREEN BANK GROUP	IL	6/3/2020	6/17/2020	12/19/2022	Monthly	0.25	100.000	300185JU0	248

INTERNATIONAL BK CHICAGO	IL	6/1/2020	6/22/2020	12/22/2022	Monthly	0.2	100.000	45906ACM7	55
EVERGREEN BANK GROUP	IL	6/15/2020	6/15/2020	3/15/2023	Monthly	0.25	100.000	300185JT3	248
MERRICK BANK	UT	5/28/2020	6/15/2020	6/15/2023	Monthly	0.3	100.000	59013KJC1	248
EVERGREEN BANK GROUP	IL	5/29/2020	6/17/2020	6/19/2023	Monthly	0.25	100.000	300185JV8	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/19/2023	Monthly	0.3	100.000	740367LP0	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/19/2023	Monthly	0.35	100.000	740367LQ8	248
SAVOY BANK	NY	6/5/2020	6/19/2020	6/19/2023	Monthly	0.35	100.000	80534VAH1	248
1ST FINANCIAL BANK USA	SD	5/22/2020	6/22/2020	6/22/2023	Monthly	0.3	100.000	32022RNH6	248
COMMERCE STATE BANK	WI	6/2/2020	6/26/2020	6/26/2023	Monthly	0.2	100.000	20070PLK1	248
BANK OF PRINCETON	NJ	6/30/2020	6/30/2020	6/30/2023	Monthly	0.3	100.000	064520AZ2	248
BANK OF PRINCETON	NJ	6/30/2020	6/30/2020	6/30/2023	Monthly	0.35	100.000	064520BA6	248
BANK OF PRINCETON	NJ	6/30/2020	6/30/2020	12/29/2023	Monthly	0.4	100.000	064520BB4	248
FRANKLIN SAVINGS BANK NJ	NH	5/29/2020	6/12/2020	6/12/2024	Monthly	0.4	100.000	354632AC5	248
MERRICK BANK	UT	5/28/2020	6/15/2020	6/14/2024	Monthly	0.4	100.000	59013KJA5	248
OLD MISSOURI BANK	MO	5/29/2020	6/19/2020	6/19/2024	Monthly	0.4	100.000	68002LBY3	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/19/2024	Monthly	0.4	100.000	740367LR6	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/19/2024	Monthly	0.45	100.000	740367LS4	248
ROLLSTONE BANK & TRUST	MA	6/5/2020	6/19/2020	6/19/2024	Semi	0.5	100.000	77579ADM5	248
BANK OF PRINCETON	NJ	6/30/2020	6/30/2020	6/28/2024	Monthly	0.45	100.000	064520BC2	248
BANK OF PRINCETON	NJ	6/30/2020	6/30/2020	6/28/2024	Monthly	0.5	100.000	064520BD0	248
FLAGSTAR BANK FSB	MI	6/1/2020	6/12/2020	6/12/2025	Semi	0.55	100.000	33847E3R6	248
FRANKLIN SAVINGS BANK NJ	NH	5/29/2020	6/12/2020	6/12/2025	Monthly	0.5	100.000	354632AB7	248
MERRICK BANK	UT	6/15/2020	6/15/2020	6/16/2025	Monthly	0.5	100.000	59013KHZ2	248
MERRICK BANK	UT	6/15/2020	6/15/2020	6/16/2025	Monthly	0.55	100.000	59013KJD9	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/19/2025	Monthly	0.5	100.000	740367LT2	248
PREFERRED BANK LA CALIF	CA	6/19/2020	6/19/2020	6/19/2025	Monthly	0.55	100.000	740367LU9	248
ROLLSTONE BANK & TRUST	MA	6/5/2020	6/19/2020	6/19/2025	Semi	0.55	100.000	77579ADN3	248
CHIPPEWA VALLEY BANK	WI	6/4/2020	6/24/2020	6/24/2025	Monthly	0.6	100.000	169894AS1	300
CONTINENTAL BANK UT	UT	6/24/2020	6/24/2020	6/24/2025	Semi	0.5	100.000	211163KG4	248
SOUTHERN BANCORP BANK	AR	6/3/2020	6/24/2020	6/24/2025	Monthly	0.5	100.000	84223QAM9	248
BANK OF PRINCETON	NJ	6/26/2020	6/26/2020	6/26/2025	Monthly	0.6	100.000	064520BE8	248
FIDELITY BNK/NEW ORLEAN	LA	5/28/2020	6/11/2020	6/11/2027	Monthly	0.85	100.000	31617CAT0	248
COMMERCE BANK GENEVA I	MIN	6/30/2020	6/30/2020	6/28/2030	Monthly	1	100.000	20056QTK9	50

**Victor Barron**

---

**From:** Cynthia Quintanilla <cquintanilla@texasregionalbank.com>  
**Sent:** Monday, June 8, 2020 4:46 PM  
**To:** Victor Barron  
**Cc:** Pete Sepulveda, Jr.; Lulu Mayorga  
**Subject:** RE: Certificates of Deposit

Good afternoon Mr. Barron,

Sorry about the delay, we can pay 1% on a Money Market Account, the CD rated would be .55%. Please let me know if you have any questions.


Thank you,

**Cynthia Quintanilla**  
Treasury Management, Manager



1801 S. McColl Rd.  
McAllen, TX 78503  
Office: (956) 661-4212  
Cell: (956)730-2535  
Fax: (956) 661-2271

[texasregionalbank.com](http://texasregionalbank.com)

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**From:** Victor Barron [mailto:vbarron@ccrma.org]  
**Sent:** Monday, June 8, 2020 11:10 AM  
**To:** Cynthia Quintanilla <cquintanilla@texasregionalbank.com>  
**Cc:** Pete Sepulveda, Jr. <psepulveda@ccrma.org>; Lulu Mayorga <lmayorga@ccrma.org>  
**Subject:** RE: Certificates of Deposit

Good morning Cynthia,

Do you have a response on the investment questions?

**Victor J. Barron**  
Controller



**2-F      CONSIDERATION AND APPROVAL OF WA 06 WITH HALFF  
ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES  
REQUIRED FOR THE DEVELOPMENT OF A MAINTENANCE ASSET  
REPORT FOR SH 550**

## **WORK AUTHORIZATION**

### WORK AUTHORIZATION NO. 6

This Work Authorization is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and Half Associates, Inc. ("GEC"). This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

*The work to be performed by the Engineer shall consist of providing corridor visual asset maintenance assessment engineering services for development of a Maintenance Asset Report for SH 550 from: IH69E to: SH48, a distance of approximately 10.0 miles in Cameron County, Texas.*

#### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*See Appendix A, Scope of Services*

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.  
*No additional services.*

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

#### **Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

*Final report will be delivered to the CCRMA within 60 days of NTP.*

#### **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 \$36,912.84, based on the attached fee estimate (*Appendix B*). Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method:  
lump sum compensation.

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 following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization: No other provisions.

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: \_\_\_\_\_

**HALFF ASSOCIATES, INC.**

By: Christopher D. Caron

Name/Title: Christopher D. Caron  
South Texas Transportation Director

Date: 06/22/2020

**Appendix A – Scope of Services**

## **SERVICES TO BE PROVIDED BY CCRMA**

**Subject to availability, the services to be provided or performed by CCRMA TxDOT will include, but not be limited to, the following items:**

- Records available that would assist in the completion of the Maintenance Assessment and the support of inspection assessment services being provided.
- Data related to asset inventory on the corridor.
- Review of recommendations offered by the Engineer and approval or rejection of any or all work performed under this contract.
- Review of progress of work and final acceptance of all documents.
- Coordination as necessary with other agencies.
- Provide TxDOT bridge inspection reports for each bridge class structure in the corridor.
- Processing of all periodic payment requests submitted by Engineer.
- Submittal of documentation to regulatory agencies for review and comment when specified.
- Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
- Timely reviews of deliverables in accordance with the project schedule

## **SERVICES TO BE PROVIDED BY THE ENGINEER**

The work to be performed by the Engineer shall consist of providing corridor visual asset maintenance assessment engineering services for development of a Maintenance Asset Report for SH 550 from: IH69E to: SH48, a distance of approximately 10.0 miles in Cameron County, Texas.

Maintenance certification shall be prepared in accordance with Title 23, Section 129, Cameron County Regional Mobility Authority, CCRMA.

The Engineer shall direct and coordinate the various elements and activities associated with this work authorization, including: project management, inspection services, reporting, QA/QC of deliverables, and billings.

### **TASK 1: FIELD INSPECTION: BY ASSET TYPE**

The Engineer shall utilize data and reports provided by CCRMA and conduct field reconnaissance data collection as necessary to complete the assessment, by utilizing three-person field crew to measure, photo, and assess the following:

1. Pavement: assess and document pavement condition and maintenance activities and/or needs in relation to current service life
2. Bridge Class Structures: review TxDOT bridge inspection reports and assess field conditions in relation to said reports, document maintenance activities and/or needs
3. Drainage Structures: assess and document drainage structure condition and maintenance activities and/or needs in relation to desired performance
4. Roadside Safety Elements: assess and document roadside safety element condition and maintenance activities and/or needs in relation to desired performance, including night time visibility.
5. Signage: assess visually, not by use of reflectivity measurements, the condition and maintenance activation and/or needs in relation to desired performance
6. Pavement Markings: assess visually, not by use of reflectivity measurements, the condition and maintenance activation and/or needs in relation to desired performance
7. Geotechnical: assess slopes, erosion, and other geotechnical assets to evaluate general stability in relation to desired performance
8. Assets NOT Included: ITS and Tolling equipment, illumination, and other electrical assets

## **TASK 2: ENGINEERING REPORTING: BY ASSET TYPE**

The Engineer shall compile results of the field reconnaissance and data collection into a report format necessary to address the maintenance findings.

1. Reporting: compile findings from the field assessment, to include photos, other documentation, recommendations, and/or findings

## **TASK 3: QA/QC & DELIVERABLES**

The Engineer shall review and deliver:

1. SH 550 Maintenance Asset Report: to align with requirements set forth in the referenced governing regulation, to include a maintenance certification letter.

## **TASK 4: PROJECT MANAGEMENT**

The Engineer shall direct and coordinate the various elements and activities associated with this work authorization, including: day-to-day project management and administration, monthly reporting and billing.

## Appendix B, FEE SCHEDULE SUMMARY

### SH 550 Maintenance Assessment Method of Payment: Lump Sum

		Half Associates, Inc.	TEDSI Infrastructure Group, Inc.	TOTAL
<b>TASKS</b>	<b>Description</b>			
1	Field Inspection	\$ 8,000.00	\$ 4,735.98	\$ 12,735.98
2	Engineering Reporting	\$ 2,000.00	\$ 2,060.12	\$ 4,060.12
3	QA/QC & Deliverables	\$ 8,862.32	\$ 3,695.78	\$ 12,558.10
4	Project Management	\$ 3,329.98	\$ 2,334.16	\$ 5,664.14
<b>SUE</b>	<b>Utility Engineering &amp; Coordination Services</b>	\$ -	\$ -	\$ -
<b>Direct Expenses</b>	<b>Materials and Other Direct Expenses</b>	\$ 1,517.50	\$ 377.00	\$ 1,894.50
<b>SUB TOTALS</b>		\$ 23,709.80	\$ 13,203.04	\$ 36,912.84
<b>PERCENTAGE</b>		64.2%	35.8%	100%
<b>HUB %</b>			35.8%	35.8%
<b>TOTAL WORK</b>				\$ 36,912.84

ASSUMPTIONS: Three person crew, field inspection, bridge report reviews, develop and review report, travel time and expenses, admin time, and overall project management  
 Half: Management, QA, field inspection, bridge inspection report reviews, develop report, reviews, PM/Admin, ODE's  
 TEDSI: field inspector, ODE, PM/admin



**Appendix B, FEE SCHEDULE**  
**Half Associates, Inc.**  
**SH 550 Maintenance Assessment**  
**Method of Payment: Lump Sum**

PRIME PROVIDER NAME: HALFF ASSOCIATES, INC.

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	QUALITY MANAGER	DEPUTY PROJECT MANAGER	ENGINEER IN TRAINING	STRUCTURAL ENGINEER	ADMINISTRATIVE/ CLERICAL	COST PER TASK
<b>CONTRACT RATE PER HOUR</b>	\$300.00	\$275.00	\$250.00	\$229.99	\$100.00	\$214.52	\$65.00	
<b>TASK 1: FIELD INSPECTION</b>								
Field Inspection, All Activities		20			25			\$ 8,000.00
HOURS SUB-TOTALS	0	20	0	0	25	0	0	
CONTRACT RATE PER HOUR	\$300.00	\$275.00	\$250.00	\$229.99	\$100.00	\$214.52	\$65.00	
TOTAL LABOR COSTS	\$0.00	\$5,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	
<b>SUBTOTAL TASK 1</b>								<b>\$ 8,000.00</b>
<b>TASK 2: ENGINEERING REPORTING</b>								
Reporting, All Activities					20			\$ 2,000.00
HOURS SUB-TOTALS	0	0	0	0	20	0	0	
CONTRACT RATE PER HOUR	\$300.00	\$275.00	\$250.00	\$229.99	\$100.00	\$214.52	\$65.00	
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	
<b>SUBTOTAL TASK 2</b>								<b>\$ 2,000.00</b>
<b>TASK 3: QA/QC &amp; DELIVERABLES</b>								
Deliverables, All Activities		6	12			16	12	\$ 8,862.32
HOURS SUB-TOTALS	0	6	12	0	0	16	12	
CONTRACT RATE PER HOUR	\$300.00	\$275.00	\$250.00	\$229.99	\$100.00	\$214.52	\$65.00	
TOTAL LABOR COSTS	\$0.00	\$1,650.00	\$3,000.00	\$0.00	\$0.00	\$3,432.32	\$780.00	
<b>SUBTOTAL TASK 3</b>								<b>\$ 8,862.32</b>
<b>TASK 4: PROJECT MANAGEMENT</b>								
Project Management, All Activities	6	2		2			8	\$ 3,329.98
HOURS SUB-TOTALS	6	2	0	2	0	0	8	
CONTRACT RATE PER HOUR	\$300.00	\$275.00	\$250.00	\$229.99	\$100.00	\$214.52	\$65.00	
TOTAL LABOR COSTS	\$1,800.00	\$550.00	\$0.00	\$459.98	\$0.00	\$0.00	\$520.00	
<b>SUBTOTAL TASK 4</b>								<b>\$ 3,329.98</b>

**Appendix B, FEE SCHEDULE**  
**Halff Associates, Inc.**  
**SH 550 Maintenance Assessment**  
**Method of Payment: Lump Sum**

TOTAL HOURS		6	28	12	2	45	16	20
CONTRACT RATE PER HOUR		\$300.00	\$275.00	\$250.00	\$229.99	\$100.00	\$214.52	\$65.00
SUBTOTAL LABOR EXPENSES		\$1,800.00	\$7,700.00	\$3,000.00	\$459.98	\$4,500.00	\$3,432.32	\$1,300.00
SUBTOTAL DIRECT EXPENSES								
								\$22,192.30
								\$1,517.50
								TOTAL
								\$23,709.80

## Appendix B, FEE SCHEDULE

### TEDSI

**SH 550 Maintenance Assessment**  
**Method of Payment: Lump Sum**

FIRM: TEDSI INFRASTRUCTURE GROUP, INC.

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER IN TRAINING	ADMINISTRATIVE / CLERICAL	CONSTRUCTION INSPECTOR	COST PER TASK
<b>CONTRACT RATE PER HOUR</b>	<b>\$259.27</b>	<b>\$85.01</b>	<b>\$65.00</b>	<b>\$90.01</b>	
<b>TASK 1: FIELD INSPECTION</b>					
Field Inspection, All Activities	6	12		24	\$ 4,735.98
					\$ -
					\$ -
					\$ -
<b>HOURS SUB-TOTALS</b>	<b>6</b>	<b>12</b>	<b>0</b>	<b>24</b>	
CONTRACT RATE PER HOUR	\$259.27	\$85.01	\$65.00	\$90.01	
TOTAL LABOR COSTS	\$1,555.62	\$1,020.12	\$0.00	\$2,160.24	
<b>SUBTOTAL TASK 1</b>					<b>\$ 4,735.98</b>
<b>TASK 2: ENGINEERING REPORTING</b>					
Reporting, All Activities		12	16		\$ 2,060.12
					\$ -
					\$ -
					\$ -
<b>HOURS SUB-TOTALS</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>0</b>	
CONTRACT RATE PER HOUR	\$259.27	\$85.01	\$65.00	\$90.01	
TOTAL LABOR COSTS	\$0.00	\$1,020.12	\$1,040.00	\$0.00	
<b>SUBTOTAL TASK 2</b>					<b>\$ 2,060.12</b>
<b>TASK 3: QA/QC &amp; DELIVERABLES</b>					
Deliverables, All Activities	6	16	12		\$ 3,695.78
					\$ -
					\$ -
					\$ -
<b>HOURS SUB-TOTALS</b>	<b>6</b>	<b>16</b>	<b>12</b>	<b>0</b>	
CONTRACT RATE PER HOUR	\$259.27	\$85.01	\$65.00	\$90.01	
TOTAL LABOR COSTS	\$1,555.62	\$1,360.16	\$780.00	\$0.00	
<b>SUBTOTAL TASK 3</b>					<b>\$ 3,695.78</b>
<b>TASK 4: PROJECT MANAGEMENT</b>					
Project Management, All Activities	8		4		\$ 2,334.16
					\$ -
					\$ -
					\$ -
<b>HOURS SUB-TOTALS</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>0</b>	
CONTRACT RATE PER HOUR	\$259.27	\$85.01	\$65.00	\$90.01	
TOTAL LABOR COSTS	\$2,074.16	\$0.00	\$260.00	\$0.00	
<b>SUBTOTAL TASK 4</b>					<b>\$ 2,334.16</b>
<b>TOTAL HOURS</b>	<b>20</b>	<b>40</b>	<b>32</b>	<b>24</b>	
CONTRACT RATE PER HOUR	\$259.27	\$85.01	\$65.00	\$90.01	
<b>SUBTOTAL LABOR EXPENSES</b>	<b>\$5,185.40</b>	<b>\$3,400.40</b>	<b>\$2,080.00</b>	<b>\$2,160.24</b>	<b>\$ 12,826.04</b>
<b>SUBTOTAL DIRECT EXPENSES</b>					<b>\$ 377.00</b>
					<b>TOTAL \$ 13,203.04</b>

# Appendix B, FEE SCHEDULE

## Half Associates, Inc. ODE SH 550 Maintenance Assessment Method of Payment: Lump Sum

UNIT COSTS						
DIRECT EXPENSES	UNIT	QTY	UNIT PRICE	FIXED / MAX	MAX RATE	TOTAL
Lodging/Hotel - Taxes and Fees	Day/Person		\$ 50.00	M		\$ -
Lodging/Hotel (Taxes/fees not included)	Day/Person		\$ -	M	Federal per diem rate for the location and month of travel	\$ -
Meals (Excluding alcohol & tips) (Overnight stay required) (taxes included)	Day/Person	10	\$ 51.00	M	Federal per diem rate for the location and month of travel	\$ 510.00
Mileage	Mile	1000	\$ 0.55	F	Current Federal Rate	\$ 550.00
Rental Car Fuel	Day		\$ 30.00	M		\$ -
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	Day		\$ 125.00	M		\$ -
Rental Car Fuel	Gallon		\$ 3.75	M		\$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	Day		\$ 60.00	M		\$ -
Air Travel - In State - Short Notice (Coach)	Rd Trip/Person		\$ 600.00	M		\$ -
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/Person		\$ 500.00	M		\$ -
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/Person		\$ 750.00	M		\$ -
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/Person		\$ 550.00	M		\$ -
Oversize, special handling or extra baggage airline fees	Each		\$ 25.00	M		\$ -
Taxi/Cab fare	Each/Person		\$ 30.00	M		\$ -
Parking	Day		\$ 20.00	M		\$ -
Standard Postage	Letter		\$ -	F	Current Postal Rate	\$ -
Certified Letter Return Receipt	Each		\$ -	F	Current Postal Rate	\$ -
Overnight Mail - letter size	Each		\$ -	M	Current Postal Rate	\$ -
Overnight Mail - oversized box	Each		\$ -	M	Current Postal Rate	\$ -
Courier Services	Each	1	\$ 30.00	M		\$ 30.00
Materials and Shipping (non US Mail)	Per Package		\$ 40.00	M		\$ -
Photocopies B/W (11" x 17")	Each		\$ 0.20	F		\$ -
Photocopies B/W (8 1/2" x 11")	Each	100	\$ 0.10	F		\$ 10.00
Photocopies Color (11" x 17")	Each	250	\$ 1.25	F		\$ 312.50
Photocopies Color (8 1/2" x 11")	Each		\$ 0.75	M		\$ -
Digital Ortho Plotting	Sheet		\$ 1.75	M		\$ -
Plots (B/W on Bond)	Square Foot		\$ 0.55	M		\$ -
Plots (Color on Bond)	Square Foot		\$ 1.50	F		\$ -
Plots (Color on Photographic Paper)	Square Foot		\$ 4.00	F		\$ -
Color Graphics on Foam Board	Square Foot		\$ 7.00	F		\$ -
Presentation Boards 30" x 40" Color Mounted	Each		\$ 150.00	M		\$ -
Report Printing	Each	2	\$ 50.00	M		\$ 100.00
Report Binding and tabbing	Each		\$ 5.00	M		\$ -
Notebooks	Each	1	\$ 5.00	M		\$ 5.00
Reproduction of CD/DVD	Each		\$ 4.50	M		\$ -
CDs	Each		\$ 1.00	F		\$ -
<b>SUBTOTAL DIRECT EXPENSES</b>						<b>\$ 1,517.50</b>

## Appendix B, FEE SCHEDULE

### TEDSI ODE

### SH 550 Maintenance Assessment

### Method of Payment: Lump Sum

DIRECT EXPENSES	UNIT	QTY	UNIT PRICE	FIXED / MAX	MAX RATE	TOTAL
Lodging/Hotel - Taxes and Fees	Day/Person		\$ 50.00	M		\$ -
Lodging/Hotel (Taxes/fees not included)	Day/Person		\$ -	M	Federal per diem rate for the location and month of travel	\$ -
Meals (Excluding alcohol & tips) (Overnight stay required) (taxes included)	Day/Person	2	\$ 51.00	M	Federal per diem rate for the location and month of travel	\$ 102.00
Mileage	Mile	500	\$ 0.55	F	Current Federal Rate	\$ 275.00
Rental Car Fuel	Day		\$ 30.00	M		\$ -
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	Day		\$ 125.00	M		\$ -
Rental Car Fuel	Gallon		\$ 3.75	M		\$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	Day		\$ 60.00	M		\$ -
Air Travel - In State - Short Notice (Coach)	Rd Trip/Person		\$ 600.00	M		\$ -
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/Person		\$ 500.00	M		\$ -
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/Person		\$ 750.00	M		\$ -
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/Person		\$ 550.00	M		\$ -
Oversize, special handling or extra baggage airline fees	Each		\$ 25.00	M		\$ -
Taxi/Cab fare	Each/Person		\$ 30.00	M		\$ -
Parking	Day		\$ 20.00	M		\$ -
Standard Postage	Letter		\$ -	F	Current Postal Rate	\$ -
Certified Letter Return Receipt	Each		\$ -	F	Current Postal Rate	\$ -
Overnight Mail - letter size	Each		\$ -	M	Current Postal Rate	\$ -
Overnight Mail - oversized box	Each		\$ -	M	Current Postal Rate	\$ -
Courier Services	Each		\$ 30.00	M		\$ -
Materials and Shipping (non US Mail)	Per Package		\$ 40.00	M		\$ -
Photocopies B/W (11" x 17")	Each		\$ 0.20	F		\$ -
Photocopies B/W (8 1/2" x 11")	Each		\$ 0.10	F		\$ -
Photocopies Color (11" x 17")	Each		\$ 1.25	F		\$ -
Photocopies Color (8 1/2" x 11")	Each		\$ 0.75	M		\$ -
Digital Ortho Plotting	Sheet		\$ 1.75	M		\$ -
Plots (B/W on Bond)	Square Foot		\$ 0.55	M		\$ -
Plots (Color on Bond)	Square Foot		\$ 1.50	F		\$ -
Plots (Color on Photographic Paper)	Square Foot		\$ 4.00	F		\$ -
Color Graphics on Foam Board	Square Foot		\$ 7.00	F		\$ -
Presentation Boards 30" x 40" Color Mounted	Each		\$ 150.00	M		\$ -
Report Printing	Each		\$ 50.00	M		\$ -
Report Binding and tabbing	Each		\$ 5.00	M		\$ -
Notebooks	Each		\$ 5.00	M		\$ -
Reproduction of CD/DVD	Each		\$ 4.50	M		\$ -
CDs	Each		\$ 1.00	F		\$ -
<b>SUBTOTAL DIRECT EXPENSES</b>						<b>\$ 377.00</b>

**2-G    CONSIDERATION AND APPROVAL OF PAYMENT TO STAR  
SYSTEMS AMERICA, LLC**



maintenance

# Invoice

INVOICE #	DATE
88	3/24/2020

FROM	BILL TO	SHIP TO
STAR Systems America, LLC 9525 Forest View Street Dallas TX 75243 1-888-457-7755	Cameron County Regional Mobility Auth. Adrian Rincones 3461 Carmen Ave. Rancho Viejo, TX 78575 USA	Cameron County Regional Mobility Auth. Adrian Rincones 3461 Carmen Ave. Rancho Viejo, TX 78575 USA

TERMS	SHIP VIA	P.O. #	SALES REP
Due on receipt			SL

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
S0003000	Consulting Services, Lane Mapping as per "CCRMA - RFID System Performance Analysis - SOW 07192019.pdf"		1,365.00	1,365.00
S0003000	Consulting Services, Reader Configuration Analysis as per "CCRMA - RFID System Performance Analysis - SOW 07192019.pdf"		4,200.00	4,200.00
S0003000	Consulting Services, Reader Performance Analysis as per "CCRMA - RFID System Performance Analysis - SOW 07192019.pdf"		4,200.00	4,200.00

**APPROVED**  
By Adrian Rincones at 3:38 pm, Apr 21, 2020

**REVIEWED**  
By Victor J . Barron at 6:54 pm, Apr 21, 2020

**REVIEWED**  
By Lulu Mayorga at 2:50 pm, May 27, 2020

<b>Subtotal</b>	\$9,765.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$9,765.00

BANK INFORMATION			
<b>BENEFICIARY NAME</b>	STAR Systems America, LLC	<b>BENEFICIARY BANK</b>	LegacyTexas Bank
<b>BENEFICIARY ACCOUNT</b>	70308721	<b>BENEFICIARY BANK ABA (ROUTING NR)</b>	FW 111901234
<b>BENEFICIARY BANK ADDRESS</b>	2101 Custer Road, Plano, TX 75075		

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Star Systems America, LLC  
9525 Forest View St.  
Dallas, TX 75243 USA

# Cameron County Regional Mobility Authority RFID System Performance Analysis Report

Presented by Star Systems America, LLC – March 23<sup>rd</sup>, 2020





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## 1 Background

### 1.1 Star Systems America

Star System America, LLC (SSA), is a Texas, USA based RFID hardware, tag, solution and services provider, specializing in UHF RFID-enabled vehicle identification, supply chain management, warehousing & logistics, retail, library management and healthcare applications. Working through an extensive network of value-added resellers and systems integrators, SSI provides a wide range of RFID hardware, professional consulting services and technical support.

### 1.2 Cameron County Regional Mobility Authority

Cameron County Regional Mobility Authority (CCRMA) was established in 2004 with objectives to reduce congestion, improve connectivity, and facilitate economic development within Cameron County in the State of Texas. CCRMA's projects include, among other things, international bridges, beach access points and a toll road. This infrastructure facilitates economic growth and creates jobs.

### 1.3 Related Documents

#### 1.3.1 Statement of Work

This report contains deliverables listed in the following Statement of Work (SOW) dated July 19<sup>th</sup>, 2019:

- CCRMA - RFID System Performance Analysis - SOW 07192019

#### 1.3.2 Raw Data Files

The following raw data files are included as attachments to this report.

##### 1.3.2.1 Configuration Files

- DC\_NB\_12272019.txt
- DC\_SB\_12262019.txt
- Mainline\_NB\_12172019.txt
- Mainline\_SB\_12172019.txt
- Old\_Alice\_NB\_12262019.txt
- Old\_Alice\_SB\_12262019.txt
- PortSpur\_NB\_12172019.txt
- PortSpur\_SB\_12172019.txt

##### 1.3.2.2 Error Logs

- DC\_NB\_errorlog\_12272019.txt
- DC\_SB\_errorLog\_12262019.txt
- Mainline\_NB\_errorlog\_12172019.txt
- Mainline\_SB\_errorlog\_12172019.txt
- Old\_Alice\_NB\_errorLog\_12262019.txt
- Old\_Alice\_SB\_errorLog\_12262019.txt
- PortSpur\_NB\_errorlog\_12172019.txt
- PortSpur\_SB\_errorlog\_12172019.txt



### 1.3.2.3 *Performance Logs*

- DirectConnect\_NB\_12172019.xlsx
- DirectConnect\_SB\_12172019.xlsx
- Mainline\_NB\_12172019.xlsx
- Mainline\_SB\_12172019.xlsx
- OldAlice\_NB\_12172019.xlsx
- OldAlice\_SB\_12172019.xlsx
- Port\_Spur\_NB\_12172019.xlsx
- Port\_Spur\_SB\_12172019.xlsx
- CCRMA System Performance Summary.xlsx



## 2 Scope

This report details the following work items outlined in the SOW:

1. Lane mapping
2. Reader configuration analysis
3. Reader performance analysis

### 2.1 Plazas

The following plazas were analysed as part of the SOW:

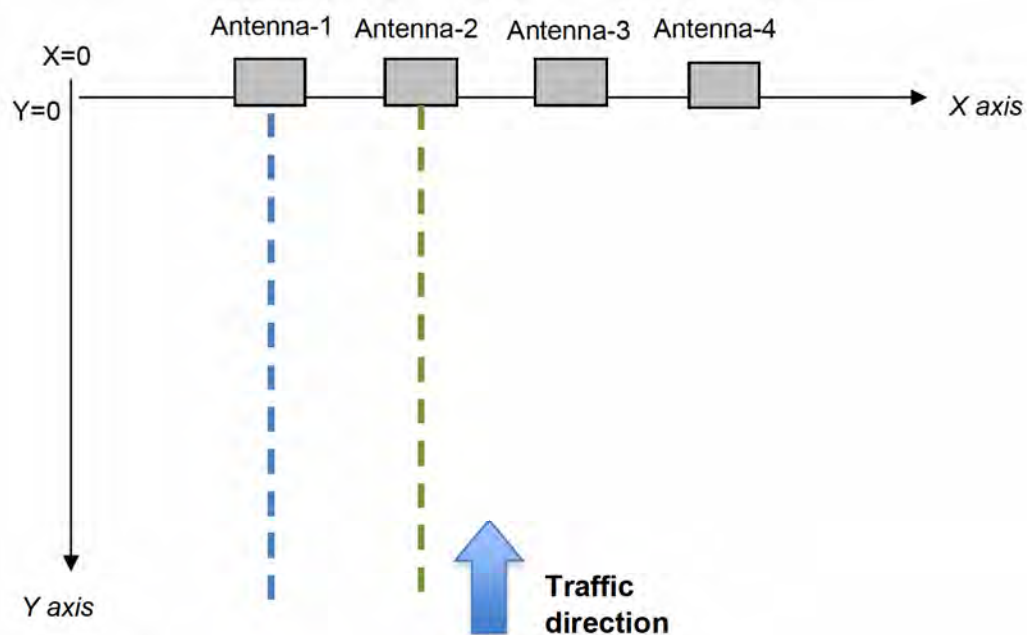
- Direct Connect NB
- Direct Connect SB
- Mainline NB
- Mainline SB
- Old Alice NB
- Old Alice SB
- Port Spur NB
- Port Spur SB

### 3 Lane Mapping

Lane mapping is a test procedure that captures a profile of the energy transmitted from the reader. This energy profile allows us to verify the following:

1. RF coverage of read-zone
2. Antenna position
3. Static reader performance

Specialized tools are used to capture the lane mapping energy profile in both the “Y” and “X” axis. The following diagram describes the mapping area from an overhead point of view:



Both the X and Y axis energy profiles were captured for each lane in each plaza described in section 2.1.

### 3.1 Lane Mapping Profile Description

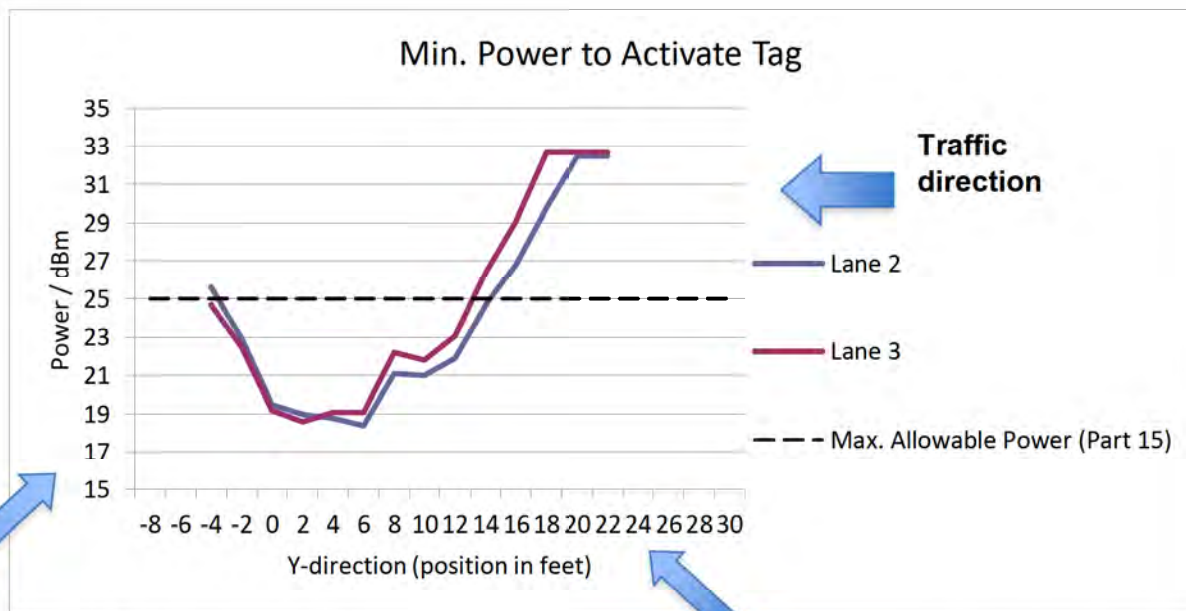
Lane mapping relies on a concept called the “Minimum Activation Energy” (MAE). The MAE refers to the minimum amount of energy required to cause a transponder to respond to the interrogator. The amount of energy required for a transponder to respond is directly related to the read range of a transponder. The higher the MAE value, the shorter the read distance and the lower the MAE, the longer the read distance.

The plots shown in section 3.1 illustrate the relationship between the MAE and the position in the lane for both axes.

#### 3.1.1 Y-Axis Example

The Y-axis plot is a side-view of the read-zone. Imagine a vehicle driving across the page from right to left.

Each line illustrates the energy profile for a specific lane in the plaza. As a vehicle enters the read-zone, it is far away from the transmitting antenna and requires more energy to activate the tag. As the vehicle moves closer to the antenna, less and less power is required to activate the tag. This is represented by the energy profile moving lower as the position decreases. Eventually, the vehicle will move past the antenna and the energy profile will increase for a short period until the vehicle completely departs the read-zone.



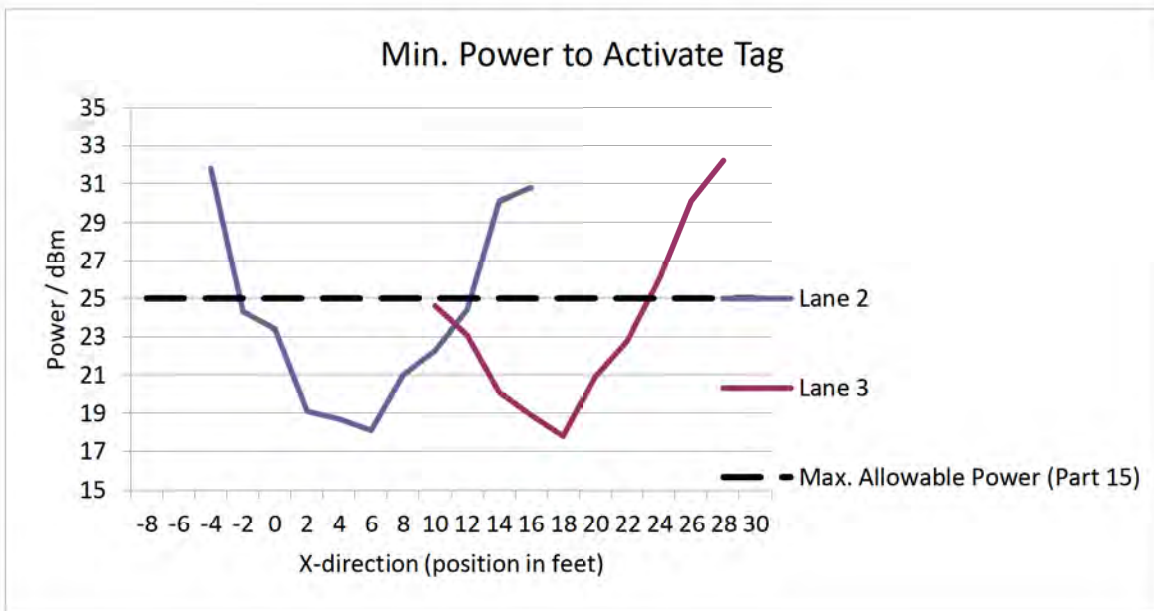
Energy required to activate tag

Position of transponder on the ground

### 3.1.2 X-Axis Example

The X-axis plot is a top-down view of the read zone. Imagine a vehicle driving from the bottom to the top of the page.

Each line illustrates the energy profile for a specific lane in the plaza. In the case of the X-axis plot, the lines represent the energy profile across the lane.





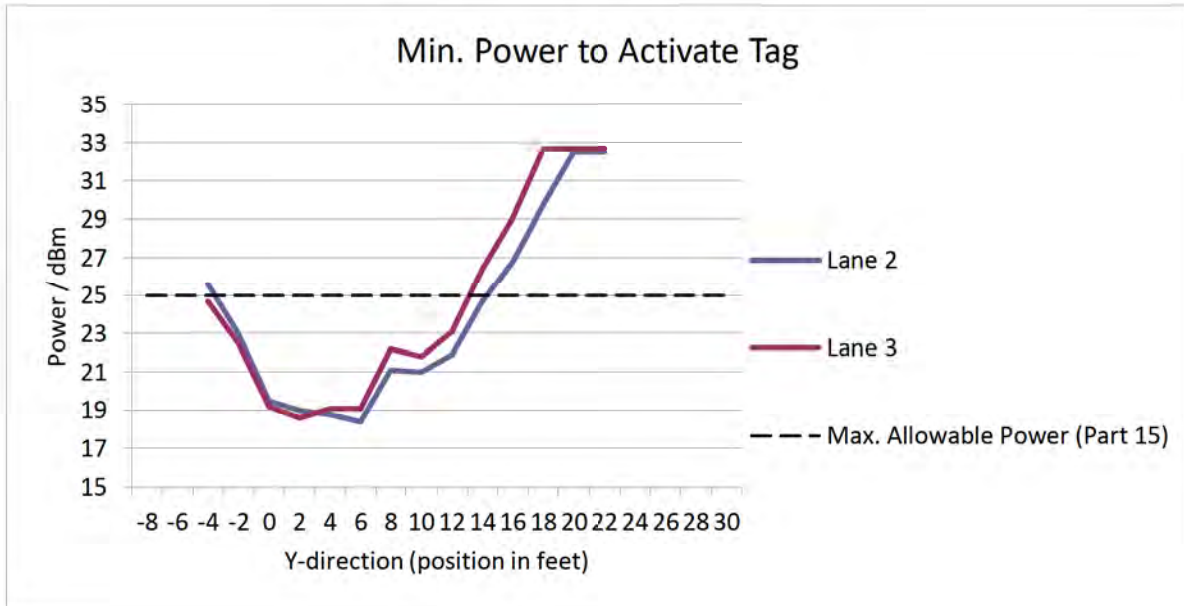


### 3.2 Lane Mapping Profiles

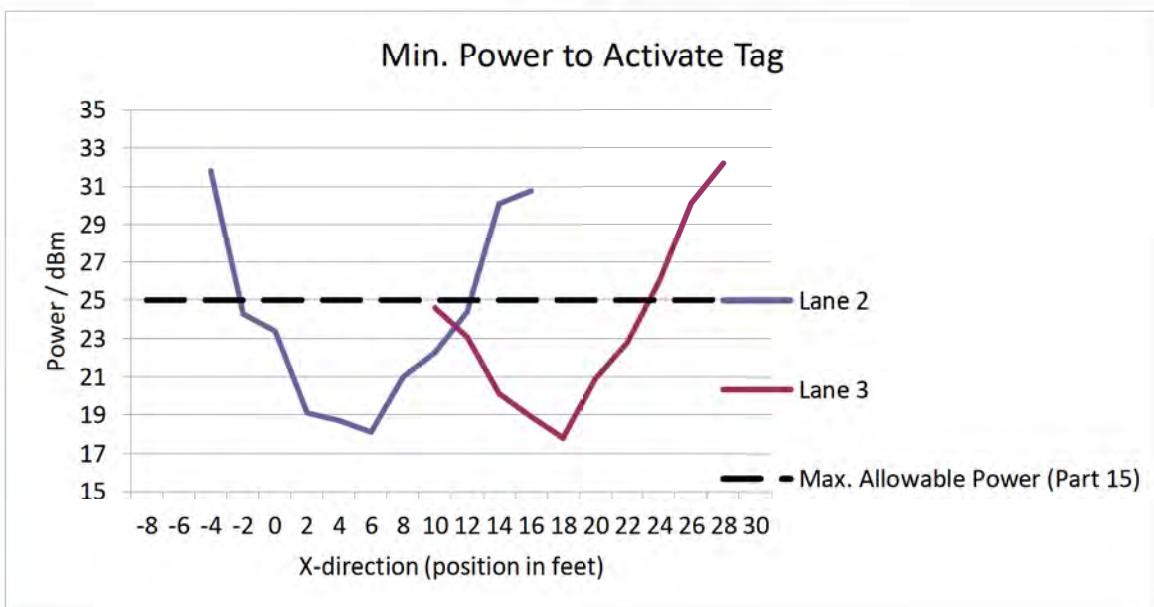
The following sections summarize the energy profiles for each plaza.

#### 3.2.1 Direct Connect NB

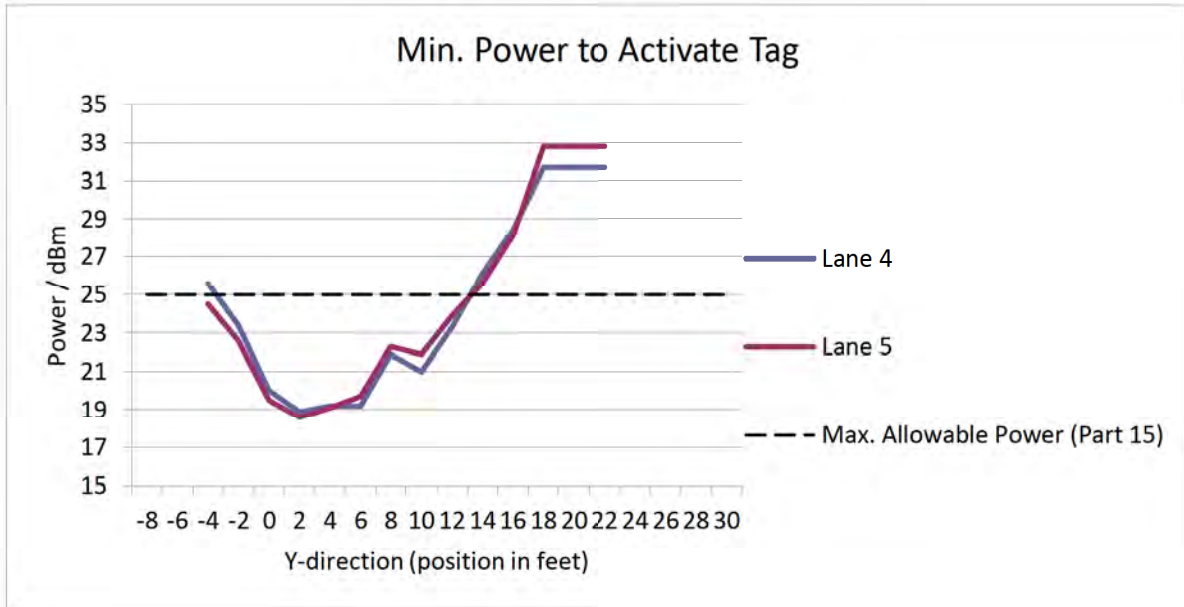
### Y-Axis



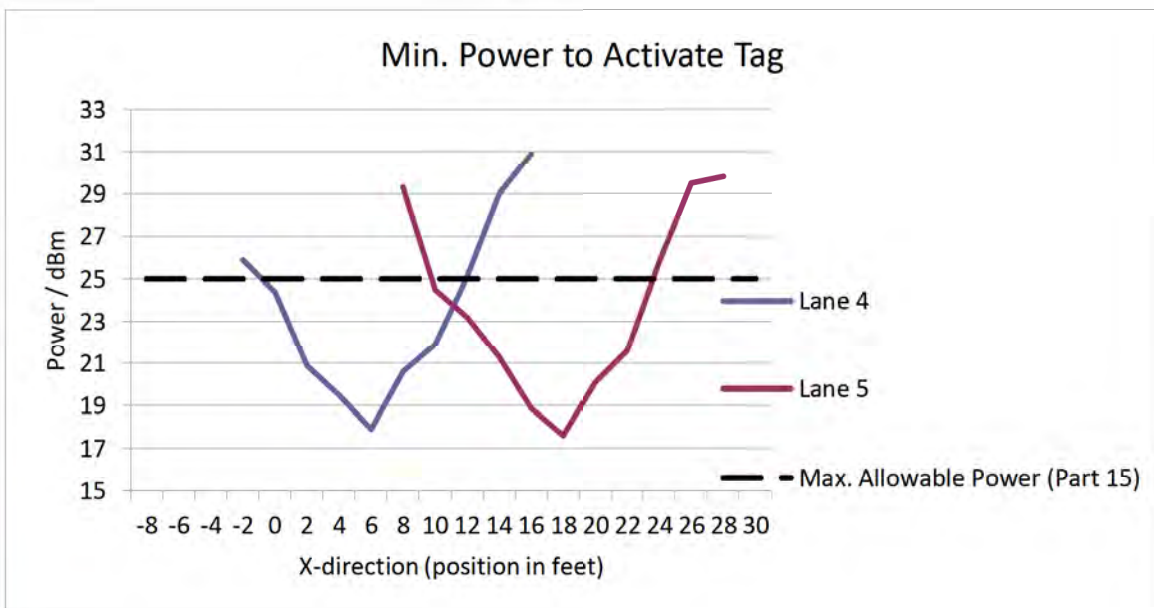
### X-Axis



### Y-Axis

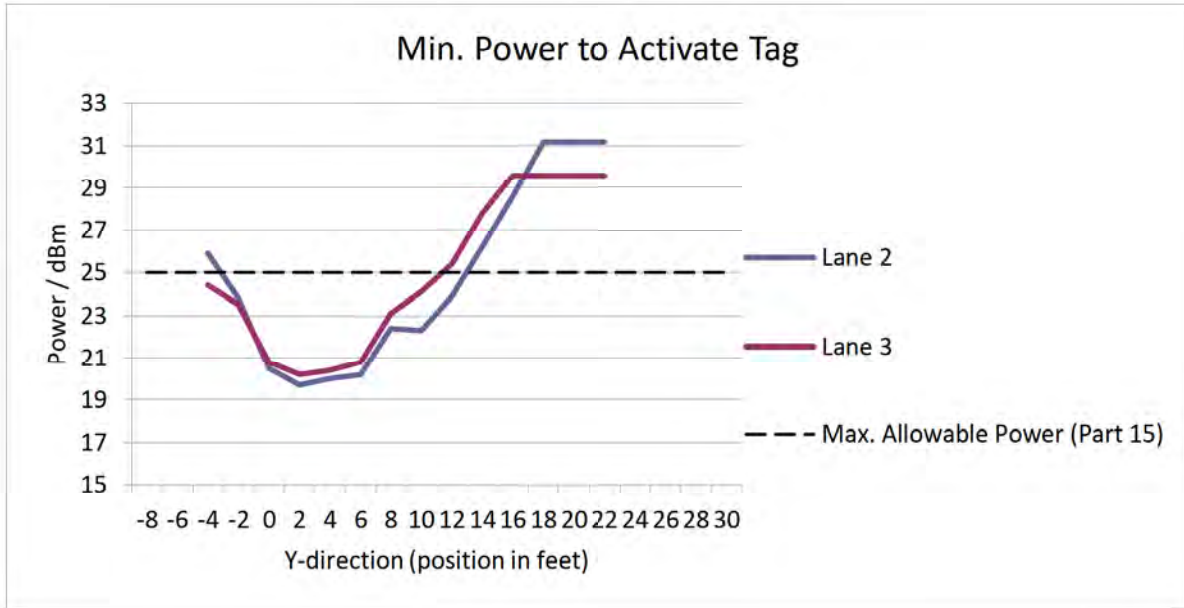


### X-Axis

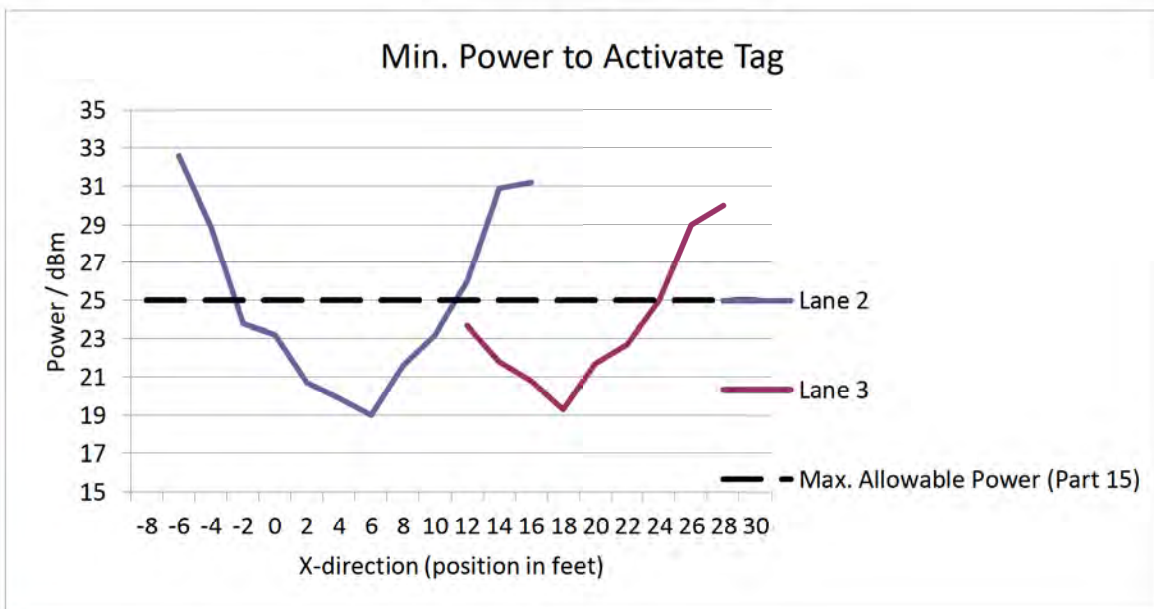


3.2.3 Mainline NB

### Y-Axis

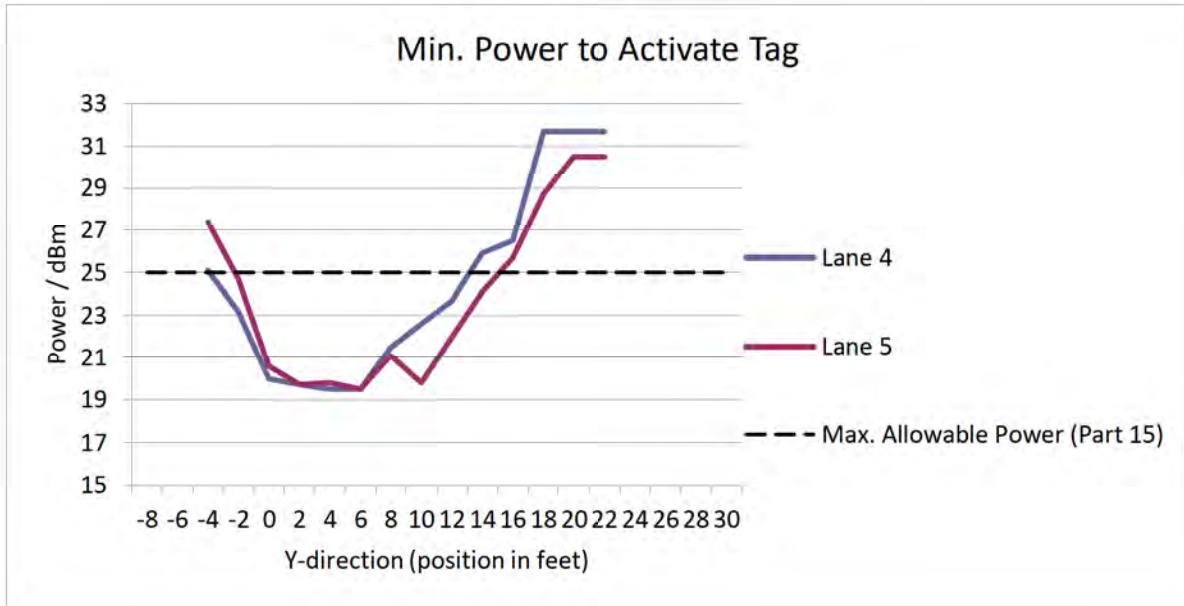


### X-Axis

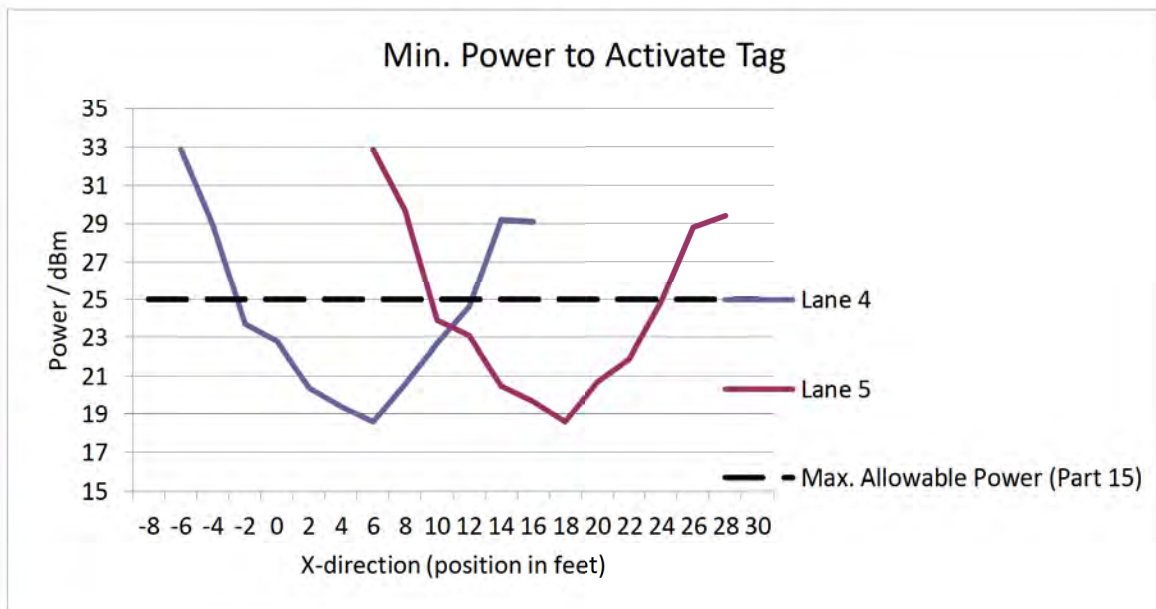


3.2.4 Mainline SB

### Y-Axis

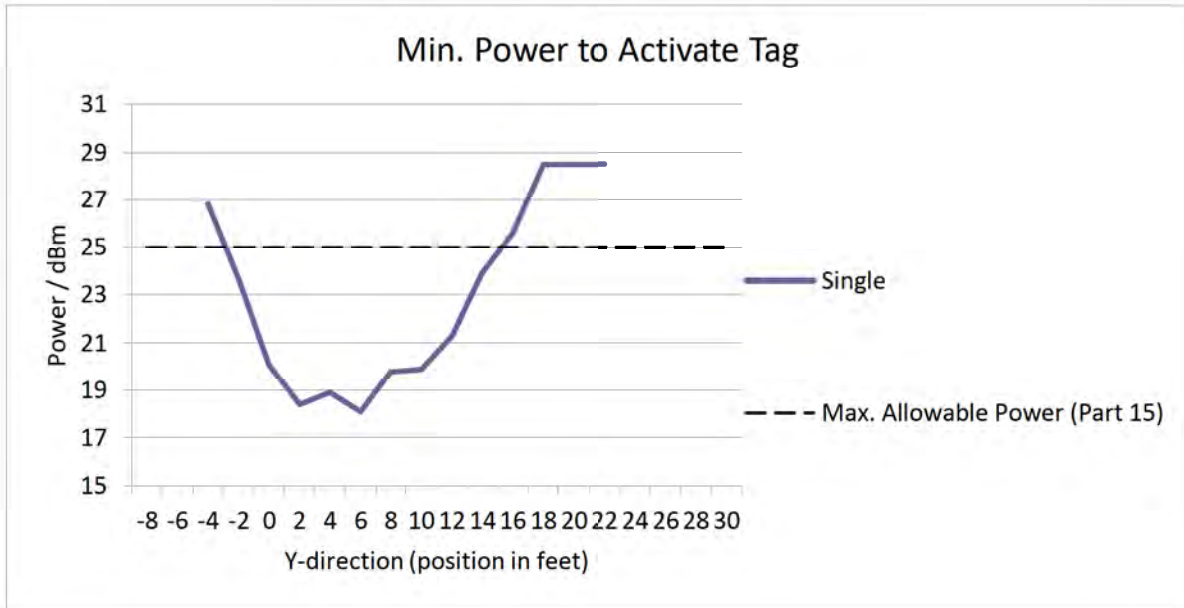


### X-Axis

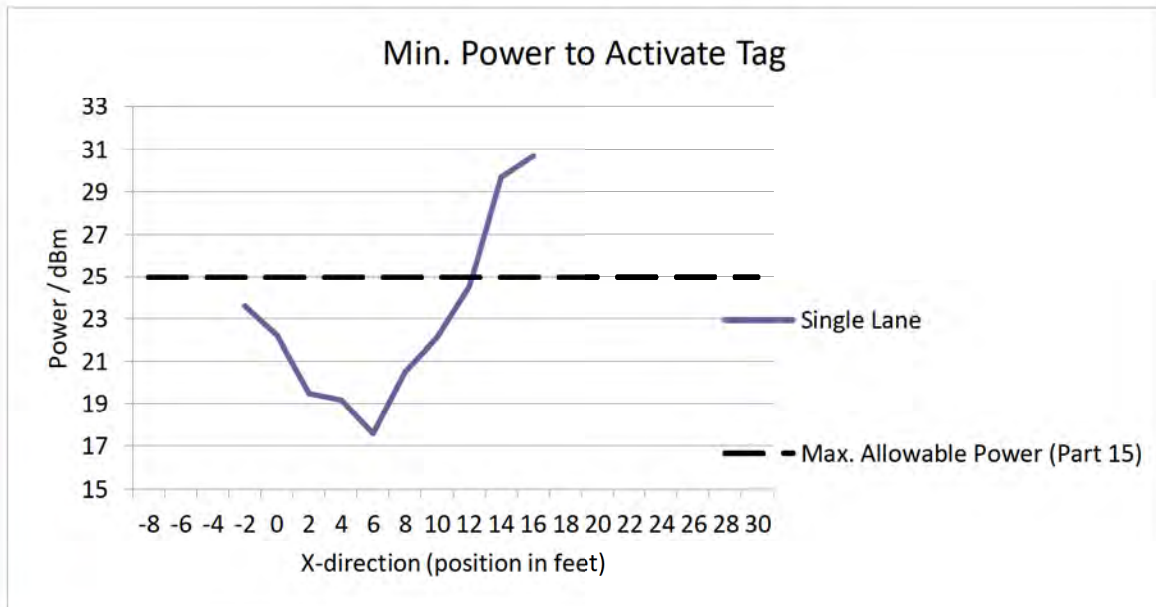


3.2.5 Old Alice NB

### Y-Axis

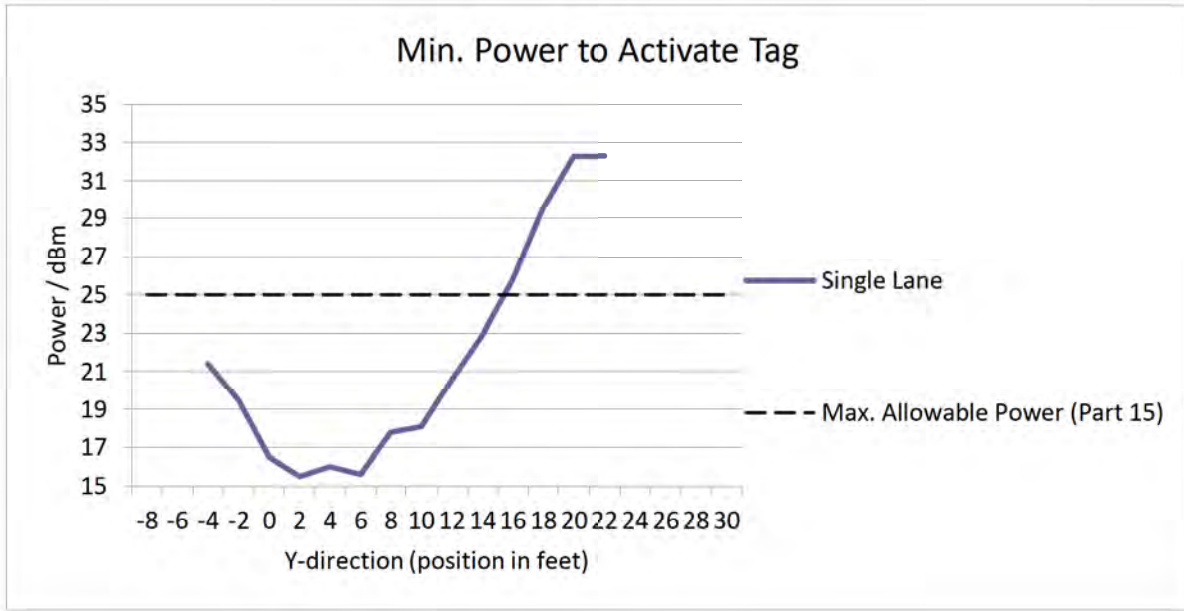


### X-Axis

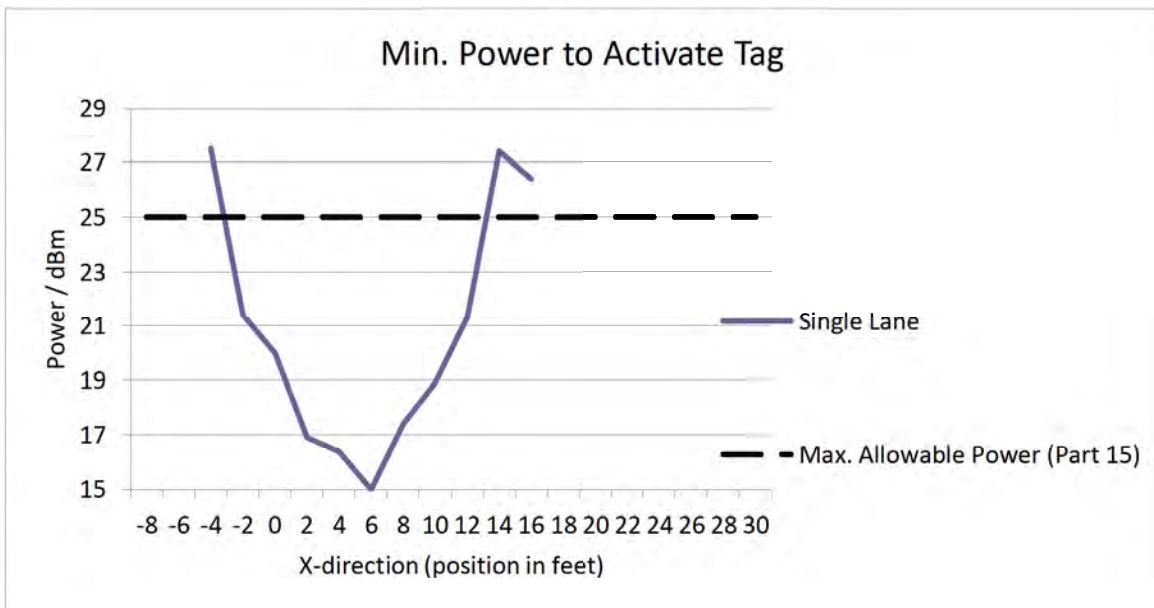


3.2.6 Old Alice SB

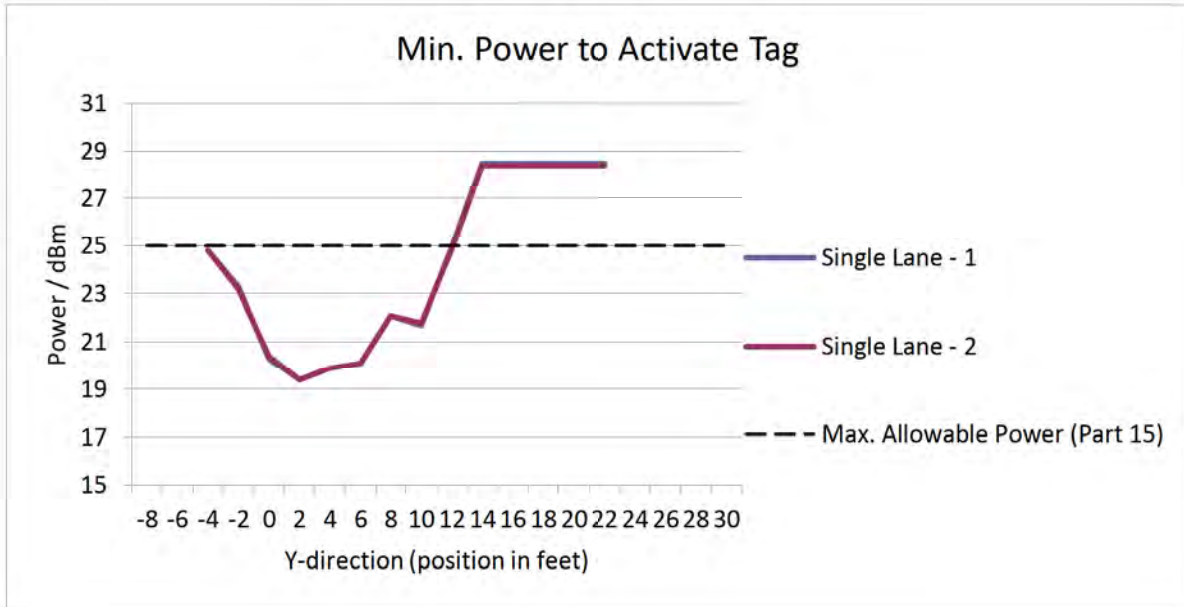
### Y-Axis



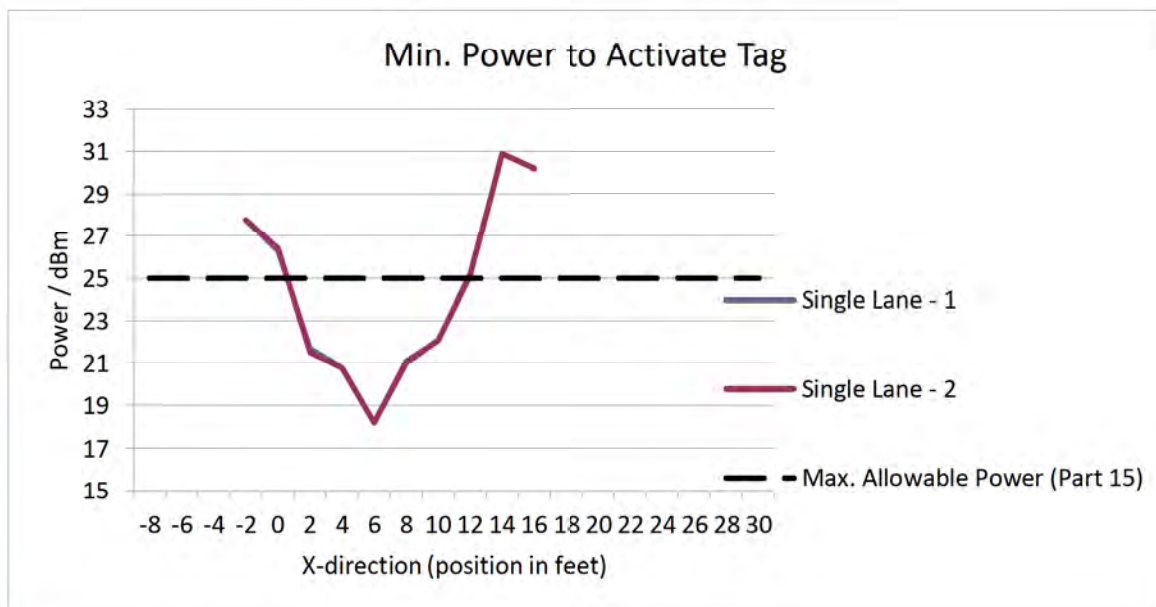
### X-Axis



### Y-Axis

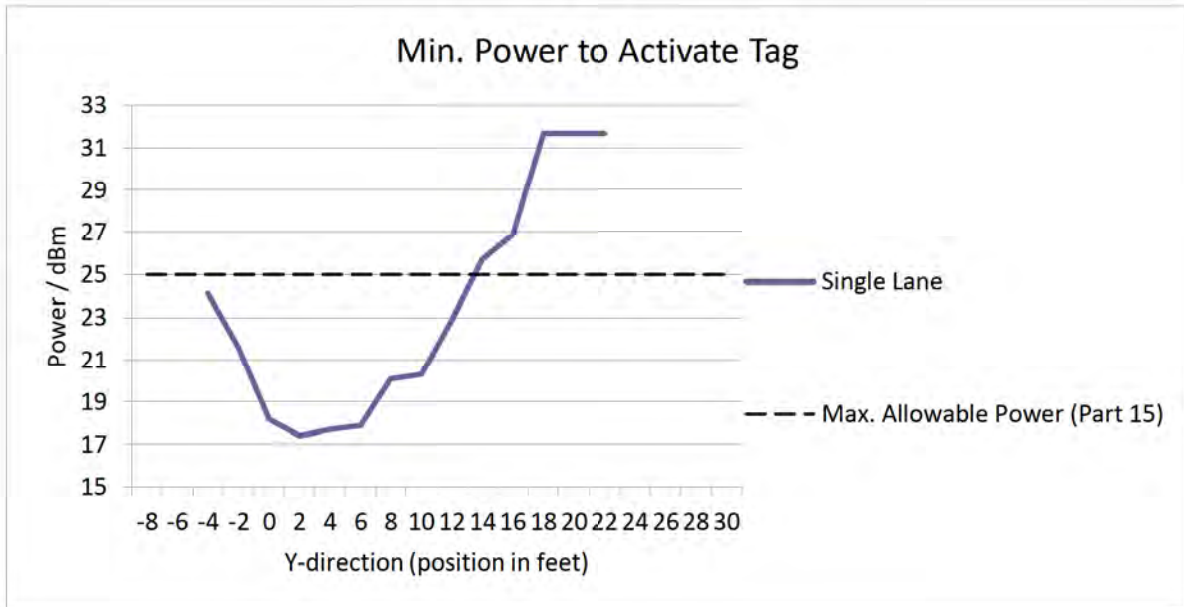


### X-Axis

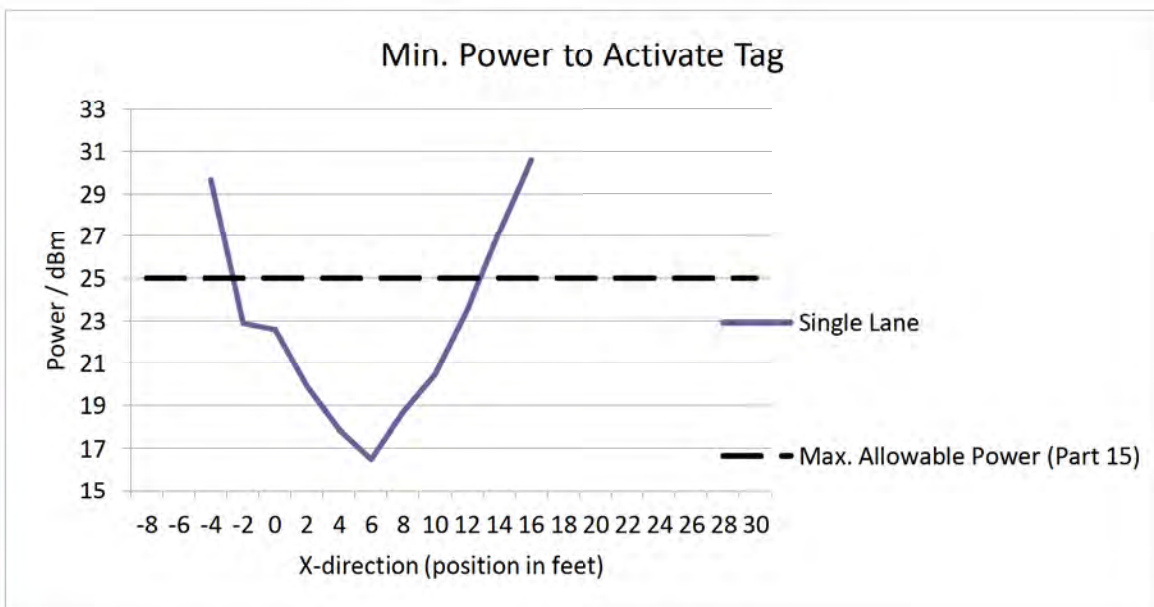


### 3.2.8 Port Spur SB

#### Y-Axis



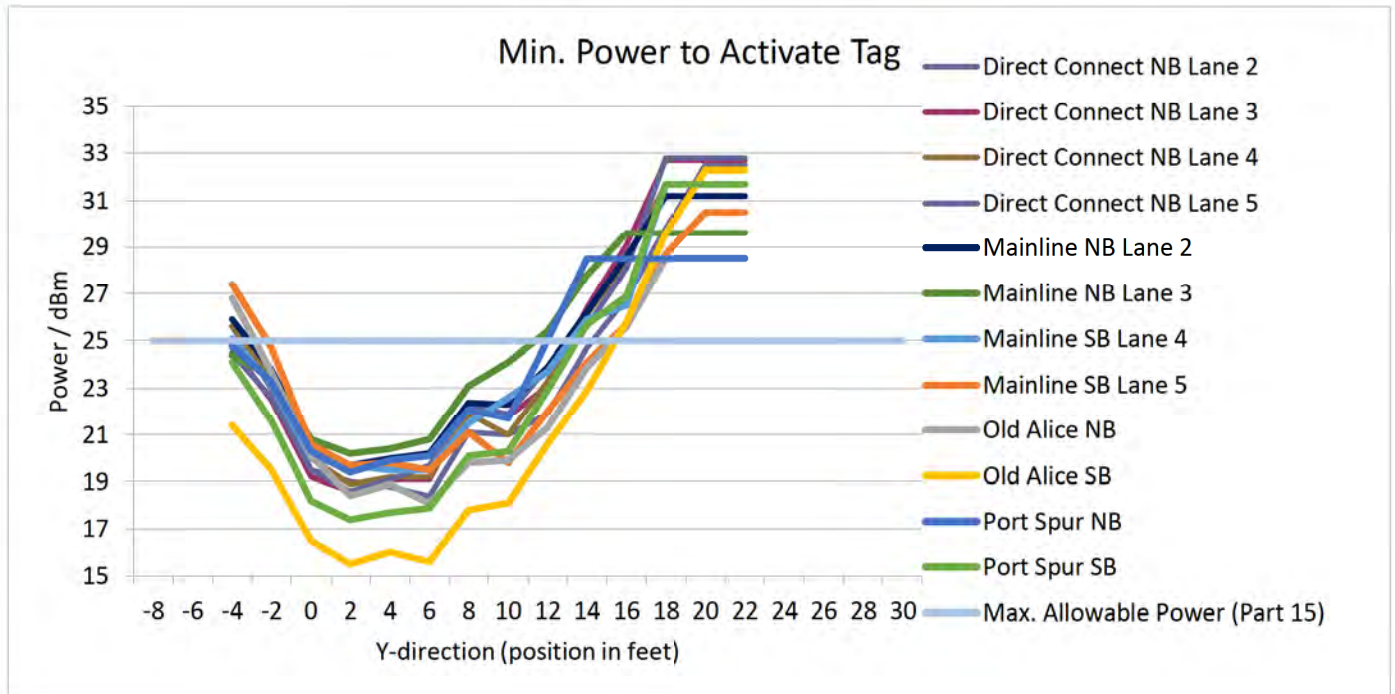
#### X-Axis



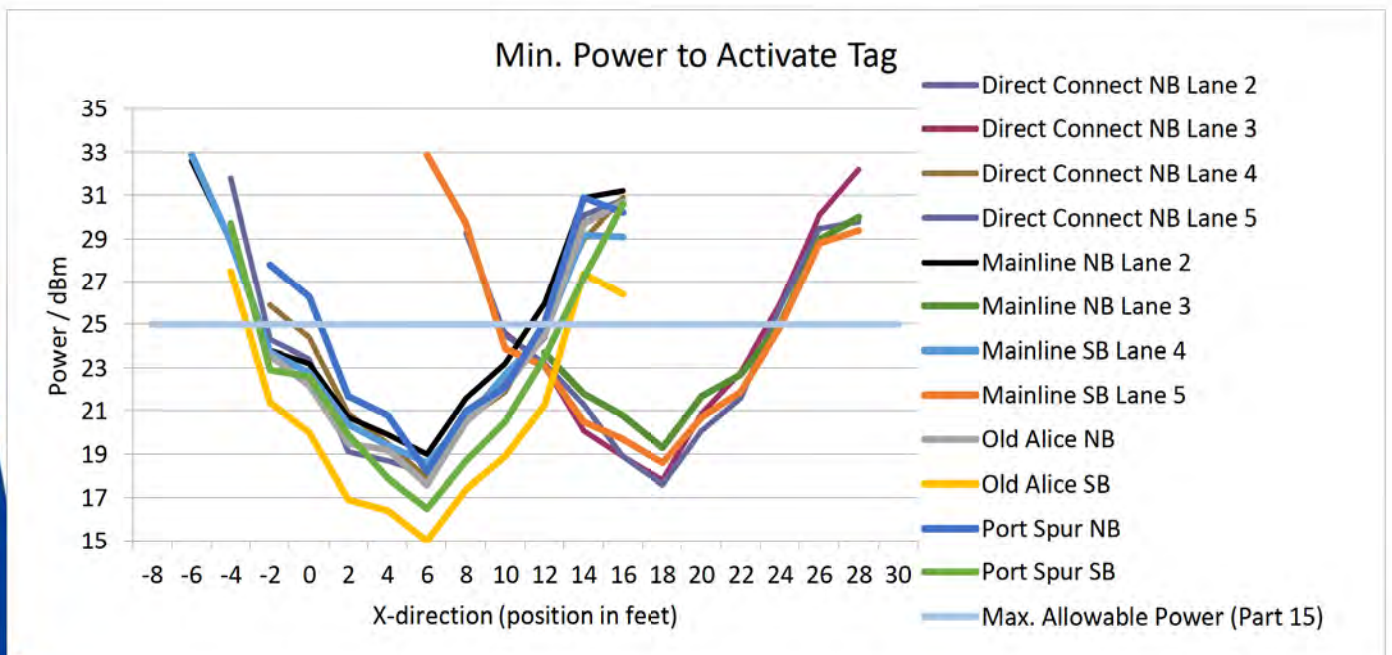


### 3.2.9 Consolidated Profiles

#### Y-Axis



#### X-Axis





### 3.3 Lane Mapping Results Discussion

The results in section 3.2 show relatively consistent results across all plazas in terms of the general coverage pattern.

In the Y-axis, there is a 4.8 dB MAE differential between Old Alice SB and Main Line NB plazas. In the X-axis, there is a 6 dB MAE differential between the same plazas. In both cases, Old Alice SB is using significantly less energy to activate transponders in the read-zone.

This does not necessarily indicate a problem. There could be many reasons for this discrepancy ranging from different antenna heights to differences in cable lengths. In fact, Old Alice SB antenna is mounted 2.2' lower than Main Line NB. This would account for some of this discrepancy. These results will be used in conjunction with the Reader Performance Analytics section to determine a final recommendation.

#### 3.3.1 Antenna Installation Height

Plaza/Lane	Height
Mainline SB – Lane 4	20.155'
Mainline SB – Lane 5	20.5'
Mainline NB – Lane 2	20.08'
Mainline NB – Lane 3	19.79'
Port Spur SB	17.76'
Port Spur NB	17.69'
Old Alice NB	18.195'
Old Alice SB	17.82'
Direct Connect NB – Lane 2	18.76'
Direct Connect NB – Lane 3	18.33'
Direct Connect SB – Lane 4	18.34'
Direct Connect SB – Lane 5	18.61'



## 4 Reader Configuration and Error Analysis

The RFID readers used in the CCRMA system contain as many as 200 configurable variables. This high degree of variability allows users to finely tune the RF performance of the system. On the other hand, this amount of variability makes it easy to inadvertently misconfigure the reader, leading to a degradation of RFID performance.

The configuration file from each reader in the CCRMA toll road system was captured and analyzed. This section provides details of this analysis.

In addition to reader configuration information, the readers also preserve a rich error log history of past error events. The error log from each reader was captured and analyzed

### 4.1 Configuration File Analysis Procedure

The procedure used to analyze the reader configuration files involves visually inspecting each file individually, followed by comparing the files to each other using a software “diff” tool. This tool allows us to easily see differences between individual files.

### 4.2 Configuration File Analysis Results

There was a high degree of variability between each configuration file, however; most of the differing variables do not impact operations at CCRMA. The following are notable exceptions:

#### Port Spur NB

- Protocol configuration is different than all other readers
- Frequency configuration is identical to Port Spur SB
- `modem.protocol.isoc.control.auto_mac.enable=true`

#### Port Spur SB

- Frequency configuration is identical to Port Spur NB



### 4.3 Error Log Analysis Procedure

The procedure used to analyze the reader error log involves visually inspecting each file individually for indications of serious or persistent error conditions. Less consideration is given to errors that happened in the distant past (greater than one month) as these errors were resolved by the time of the capture of the log file.

### 4.4 Error Log Analysis Results

Most of the errors indicated in the log files were relatively benign. The following readers showed errors that warrant some additional attention:

#### Mainline SB

- Lots of "iop\_events\_dropped" error events
- This is indicative of dropped communications between the reader and the host system. This is typically due to the host system not providing a sufficient TCP/IP socket buffer to handle the receipt of messages from the reader. This could lead to missed tag reads.

#### Port Spur NB

- "reader\_enter\_duty\_cycle" error events
  - "Reader reaches duty\_cycle\_mid\_temp limit"
- This error indicates that the internal temperature of the reader has reached the "mid\_temp\_limit". In other words, the reader is overheating.
- Once the "mid\_temp\_limit" has been reached the reader will start to "duty cycle" the transmitter. Normally, the transmitter is active 100% of the time. When the transmitter starts to "duty cycle" this means that the reader will turn the transmitter on and off quickly in an attempt to cool itself down. This will result in a reduction of reader performance, most notably the read rate will be diminished and, possibly, tags will be missed.

#### Port Spur SB

- "license\_error" error events
  - "speed license not enabled"
- This error indicates that the "speed license" is not enabled in this reader. The "speed license" enables a feature in the reader that allows it to perform better when vehicles are traveling at high speed. If this feature is not enabled, it may lead to reduced tag read performance.



#### 4.5 Discussion

Since these readers are installed in the same system, our expectation would be that all the parameters would be configured identically between all readers. There are a few exceptions to this, including:

- Power configuration
- Frequency
- DNS server, time servers

After analyzing the configuration files, it seems clear that many variables have been manipulated that do not need to be manipulated for this configuration. The most pressing are the following:

Plaza	Parameter
Port Spur NB	Protocol configuration
Port Spur NB	Frequency configuration
Port Spur SB	Frequency configuration



## 5 Reader Performance Analytics

The performance of an RF system can be analyzed by reviewing tag data captured by the reader. For this test, the following data were captured from each toll plaza:

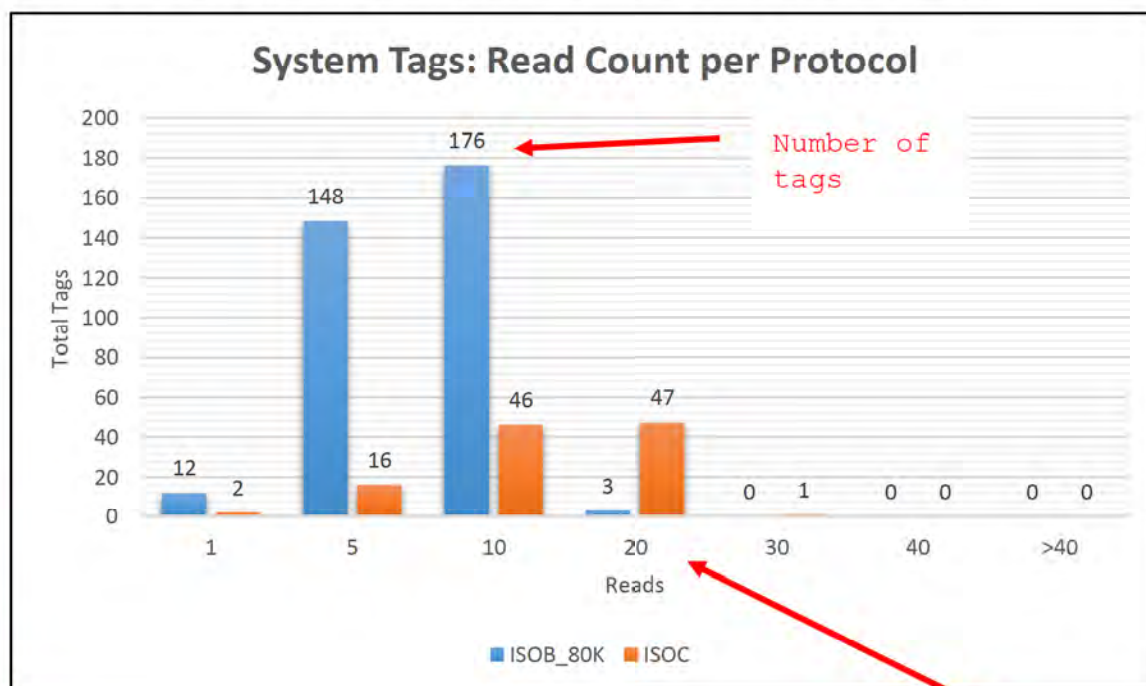
- Total unique reads (handshakes) by protocol
- Total reads for each tag read
- Total time in field for each tag

Spreadsheets are provided for each plaza, as well as a summary spreadsheet that captures a side-by-side comparison of all plazas. These spreadsheets are provided as attachments to this report.

### 5.1 Results Analysis

The health of an RF tolling system can be assessed by the distribution of reads for each transponder. The number of times that a reader can read a tag as the tag transitions the read-zone can tell us a lot about how well that system is configured and how well tags are installed on vehicles in the population.

We would expect to see a normal distribution of reads for each protocol. In other words, some tags read less, some tags read more, but most tags will read about the same. A useful tool to look at the read distribution is the histogram. As an example, the following chart is a histogram of reads per protocol of system tags moving through Direct Connect NB for a 16-hour period:



Number of times the tag was read



In this chart, you can see that most of the ISOC tags read between 10 and 20 times and most of the ISOB\_80k tags (TXDot) read between 5 and 10 times.

If most of the tags are reading an acceptable number of times and the shape of the distribution is normal, the configuration of the reader system is, generally, acceptable. Tags that are outliers in terms of low read-counts are, most likely, poorly placed on the vehicle, or have poor sensitivity.

## 5.2 Other Observations

This section discusses other observations that were noted during the performance analysis of the CCRMA system.

### 5.2.1 Non-System Tags

It was immediately obvious that the readers are reporting a significant number of non-system tags. A non-system tag is defined as a tag that is not used for the purpose of toll collection. Some examples of non-system tags are:

- Car wash
- Parking/access control
- Clubs

In some instances, the number of non-system tags rivals the number of tags being used for tolling.

After speaking with CCRMA, we determined that the majority of these non-system tags are used in the County Park system.

The problem with such a large population of non-system tags is that the readers must spend resources decoding these tags at the expense of decoding legitimate system tags. This can lead to an overall degradation of system performance.

Section 6 discusses a solution to this problem.



### 5.2.2 Invalid Tags

The analysis revealed a large number of what we characterize as “invalid” tags. An invalid tag is defined as a tag with an identifier that does not conform to a standard format or pattern.

Virtually all of the invalid tags were either ISOB\_80k (TXDot) or ISO10374 (TXDot) tags. These tags do not have a very robust error checking mechanism, however; there seems to be a high rate of occurrence of invalid tags in this system.

All invalid tags are captured in the following files:

- DirectConnect\_NB\_12172019.inv
- DirectConnect\_SB\_12172019.inv
- Mainline\_NB\_12172019.inv
- Mainline\_SB\_12172019.inv
- OldAlice\_NB\_12172019.inv
- OldAlice\_SB\_12172019.inv
- Port\_Spur\_NB\_12172019.inv
- Port\_Spur\_SB\_12172019.inv

These files are included as attachments to this report.

From a system configuration point of view, there is not much that can be done to reduce the occurrence of invalid tags. Any improvement in this area must come from the reader supplier.





## 6 Recommendations

Based on the findings in this report we have the following recommendations:

### 6.1 Reader Configuration

It is important to apply a consistent reader configuration across all readers in your system. The most significant issue is with Port Spur NB which does not have the correct protocol configuration.

In addition, the errors outlined in section 4.4 needs to be resolved.

### 6.2 Frequency Plan

Port Spur SB and Port Spur NB are current configured with the same transmit frequency. Given their close proximity to each other, and the high data-rate of the reader configuration, these plazas should have a frequency separation of at least 1 MHz.

### 6.3 Select Command (ISOC Filter)

In section 5.2.1 we discussed the issue of non-system tags. An easy solution to this is to apply a “Select” command to the reader configuration. This is sometimes referred to as an ISOC filter.

When properly applied, a Select command will only permit legitimate system tags to respond to the reader Query command. This means that non-system tags will not “wake-up” when they are in the read zone and the reader will not have to spend resources to decode these tags. This feature is built into the ISOC protocol and is a very effective tool to help the reader focus on decoding system related tags and ignore non-system tags.

### 6.4 Performance

There is a clear difference in performance between the Mainline NB plaza and the Old Alice SB plaza. This is reflected in the read count histograms and can be seen in the lane mapping in section 3.2.9. The antennas for the Mainline NB plaza are installed ~2.26’ higher than the antennas for the Old Alice SB. By lowering the Mainline NB antennas, we would expect to see an improvement in overall performance for this site.



# Invoice

INVOICE #	DATE
86	3/24/2020

FROM	BILL TO	SHIP TO
STAR Systems America, LLC 9525 Forest View Street Dallas TX 75243 1-888-457-7755	Cameron County Regional Mobility Auth. Adrian Rincones 3461 Carmen Ave. Rancho Viejo, TX 78575 USA	Cameron County Regional Mobility Auth. Adrian Rincones 3461 Carmen Ave. Rancho Viejo, TX 78575 USA

TERMS	SHIP VIA	P.O. #	SALES REP
Due on receipt			SL

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Reimb Group				
	Fairfield By Marriott - CCRMA expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_f46ebd429cda82acdfbdc9a60caa1e58fb51e828.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_f46ebd429cda82acdfbdc9a60caa1e58fb51e828.pdf</a>		123.05	123.05
	Fairfield By Marriott - CCRMA expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_7c646929168ce23ff71a9ebb148808464ecada65.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_7c646929168ce23ff71a9ebb148808464ecada65.pdf</a>		123.05	123.05
	FAIRFIELD INN & SUITES BROWNSVILLE TX - CCRMA Expense - See line item on 11/13/2019 - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_e446127a8b8e173ca8a37772c554bd21e9021af5.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_e446127a8b8e173ca8a37772c554bd21e9021af5.pdf</a>		6.01	6.01
	U MIX CAFE TERMINAL - CCRMA Expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_414fb8f1dcf5f657068d08ade430c0b3237b9993.jpg">https://s3.amazonaws.com/receipts.expensify.com/w_414fb8f1dcf5f657068d08ade430c0b3237b9993.jpg</a>		1.75	1.75
	DFW International Airport - CCRMA Expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_a92d4525bd057e0599391eedc658783133382f6f.jpg">https://s3.amazonaws.com/receipts.expensify.com/w_a92d4525bd057e0599391eedc658783133382f6f.jpg</a>		49.68	49.68
	Kumori - CCRMA Expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_eec7f4a99b4942c26fb5af4fccbc4b906d4bef7a.jpg">https://s3.amazonaws.com/receipts.expensify.com/w_eec7f4a99b4942c26fb5af4fccbc4b906d4bef7a.jpg</a>		91.56	91.56
	Blue Mesa Grill - CCRMA expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_07f14cff991f570779ca5e4eedbefb2985ef245f.jpg">https://s3.amazonaws.com/receipts.expensify.com/w_07f14cff991f570779ca5e4eedbefb2985ef245f.jpg</a>		26.17	26.17

## BANK INFORMATION

<b>BENEFICIARY NAME</b>	STAR Systems America, LLC	<b>BENEFICIARY BANK</b>	LegacyTexas Bank
<b>BENEFICIARY ACCOUNT</b>	70308721	<b>BENEFICIARY BANK ABA (ROUTING NR)</b>	FW 111901234
<b>BENEFICIARY BANK ADDRESS</b>	2101 Custer Road, Plano, TX 75075		

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# Invoice

**INVOICE #**

86

**DATE**

3/24/2020

**FROM**

STAR Systems America, LLC  
9525 Forest View Street  
Dallas TX 75243  
1-888-457-7755

**BILL TO**

Cameron County Regional Mobility Auth.  
Adrian Rincones  
3461 Carmen Ave.  
Rancho Viejo, TX 78575  
USA

**SHIP TO**

Cameron County Regional Mobility Auth.  
Adrian Rincones  
3461 Carmen Ave.  
Rancho Viejo, TX 78575  
USA

**TERMS**

Due on receipt

**SHIP VIA**

**P.O. #**

**SALES REP**

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ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	American Airlines - CCRMA expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_5b450d4cb65afc01f441683dee265e743ab2d5e4.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_5b450d4cb65afc01f441683dee265e743ab2d5e4.pdf</a>		690.61	690.61
	American Airlines - CCRMA Expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_af7ac36ca2e9cab994f3d65b30ee02bdbd01fef3.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_af7ac36ca2e9cab994f3d65b30ee02bdbd01fef3.pdf</a>		690.61	690.61
	Enterprise - CCRMA expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_be0e95bef800eaca540c0a412b53b5287b32ddd.f.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_be0e95bef800eaca540c0a412b53b5287b32ddd.f.pdf</a>		188.49	188.49
	CORNER STORE 1511 BROWNSVILLE TX - CCRMA expense - <a href="https://www.expensify.com/verifyReceipt.php?action=verifyreceipt&amp;transactionID=41849448367653108&amp;amount=-1000&amp;created=2019-11-13">https://www.expensify.com/verifyReceipt.php?action=verifyreceipt&amp;transactionID=41849448367653108&amp;amount=-1000&amp;created=2019-11-13</a>		10.00	10.00
	ALLIANZ TRAVEL INS 8006285404 VA - CCRMA expense - <a href="https://s3.amazonaws.com/receipts.expensify.com/w_972de1a317d7e4451a9d18b0411d79c701bf884f.pdf">https://s3.amazonaws.com/receipts.expensify.com/w_972de1a317d7e4451a9d18b0411d79c701bf884f.pdf</a>		89.78	89.78
	Total Reimbursable Expenses			2,090.76

**REVIEWED**

By Lulu Mayorga at 2:51 pm, May 27, 2020

**APPROVED**

By Adrian Rincones at 3:39 pm, Apr 21, 2020

**REVIEWED**

By Victor J. Barron at 4:19 pm, Apr 21, 2020

<b>Subtotal</b>	\$2,090.76
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$2,090.76

**BANK INFORMATION**

**BENEFICIARY NAME** STAR Systems America, LLC **BENEFICIARY BANK** LegacyTexas Bank  
**BENEFICIARY ACCOUNT** 70308721 **BENEFICIARY BANK ABA (ROUTING NR)** FW 111901234  
**BENEFICIARY BANK ADDRESS** 2101 Custer Road, Plano, TX 75075

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# Cameron County Regional Mobility Authority RFID System Performance Analysis

## Statement of Work

Presented by Star Systems America, LLC – July 19<sup>th</sup>, 2019 – Version 1.0



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## 1 Document Version

Date	Version	Author	Comments
07/19/2019	1.0	S. Lockhart	Initial draft

## 2 Background

### 2.1 Star Systems America

Star System America, LLC (SSA), is a Texas, USA based RFID hardware, tag, solution and services provider, specializing in UHF RFID-enabled vehicle identification, supply chain management, warehousing & logistics, retail, library management and healthcare applications. Working through an extensive network of value-added resellers and systems integrators, SSI provides a wide range of RFID hardware, professional consulting services and technical support.

### 2.2 Cameron County Regional Mobility Authority

Cameron County Regional Mobility Authority (CCRMA) was established in 2004 with objectives to reduce congestion, improve connectivity, and facilitate economic development within Cameron County in the State of Texas. CCRMA's projects include, among other things, international bridges, beach access points and a toll road. This infrastructure facilitates economic growth and creates jobs.

### 2.3 Related Work

This statement of work (SOW) is based on the following proposal document dated July 13<sup>th</sup>, 2019:

CCRMA - RFID System Performance Analysis Proposal v1\_0



### 3 Scope

This Statement of Work (SOW) is for consulting services provided by SSA to CCRMA. The goal of these services is to provide CCRMA with an independent and measurable analysis of the current health of their RFID sub-systems. The specific services to be performed are summarized as follows:

1. Lane mapping
2. Reader configuration analysis
3. Reader performance analysis

The remaining sections of this SOW detail the services above as well as deliverables for each service.



## 4 RFID System Performance Analysis

An RFID system includes the following elements:

1. RFID Interrogator/Reader
2. Antenna
3. Transponder

These elements work together to deliver data to higher level systems and business applications.

Each of these elements must be optimized to ensure the best possible performance of the overall system.

### 4.1 Lane Mapping

Lane mapping is a test procedure that captures a profile of the energy transmitted from the reader. This energy profile allows us to verify the following:

1. RF coverage of read-zone
2. Antenna position
3. Static reader performance

Once this profile has been captured, it can be preserved and used in the future.

During this procedure, portable test equipment will be physically placed on the road surface and measurements will be captured directly from the reader. During this time, the lane will be out of service.

#### 4.1.1 Requirements

The following items are required for the lane mapping procedure:

1. One-hour lane closure of each lane that will be mapped.
2. Direct access to the LAN that the reader is connected to.

#### 4.1.2 Deliverables

SSA will deliver to CCRMA a spreadsheet that captures the energy profile for each lane. This profile will include:

1. The distribution of energy in the read-zone in both the X and Y axis.
2. The minimum activation energy throughout the read-zone.
3. The read-range of a transponder throughout the read-zone.
4. Overlapping energy between adjacent lanes.
5. Recommendations to optimize system.





## 4.2 Reader Configuration Analysis

Modern RFID readers contain many configuration parameters. These parameters must be optimized to ensure the best possible performance of the overall system.

### 4.2.1 Requirements

CCRMA will either need to provide SSA access to the current RFID readers or provide SSA with the reader configuration and error files in order to complete this analysis.

### 4.2.2 Deliverables

SSA will provide a report summarizing the reader configuration and error condition. This report will also provide recommendations to CCRMA based on this analysis.

## 4.3 Reader Performance Analysis

Modern RFID readers can generate a significant amount of data that conveys the health of the RF system and performance of the RF communications between the reader and the transponder.

Analysing these data can help us understand if a system is performing as expected. From these data we can determine a variety of information about the transponders transitioning the read-zone

### 4.3.1 Requirements

CCRMA will either need to capture the data from the reader and send it to SSA for analysis or allow SSA to access the readers and capture the data directly. If the former, SSA will instruct CCRMA on the types and amount of data that needs to be captured.

### 4.3.2 Deliverables

SSA will deliver a report that captures the following details:

1. The total number and types of system and non-system transponders traveling in the lane.
2. A histogram of the read counts for each transponder protocol.
3. The number of under-performing vehicles.
4. Recommendations to optimize system.

The report will provide an analysis of how these data impact the ability of the system to properly capture transponder data.



## 5 Cost and Schedule

The following table describes the pricing proposal of the items described in section 4 of this document. The “Discount” column reflects a “new customer” reduction in the standard fees typically charged by SSA for this testing.

### 5.1 Pricing

Item	Standard Cost	Discount	CCRMA Cost
<b>Lane Mapping (see section 6.1.1)</b>	\$1,950/day	30%	\$1,365/day
<b>Reader Configuration Analysis</b>	\$750/plaza	30%	\$525/plaza
<b>Reader Performance Analysis</b>	\$750/plaza	30%	\$525/plaza

#### 5.1.1 Lane Mapping

The cost listed in section 5.1 includes two SSA engineers. Each lane will require 1 hour of data collection time after the closure. The number of days required to complete these measurements will depend on the number of lanes and the amount of time that it takes to travel between test sites.

### 5.2 Travel and Expenses

CCRMA will be responsible for any travel and expenses related to the items described in section 6.1. The only expected travel will be for Lane Mapping. This will include travel, meals and lodging for two SSA Engineers.

## 6 Key Assumptions

1. This SOW is not a legally binding contract.
2. Once the items in described in section 4 of this document have been delivered, SSA will have no obligations with respect to this SOW.
3. CCRMA will be responsible for and will bear all costs pertaining to the closure of lanes.
4. CCRMA will be responsible for and will bear all costs pertaining to the collection of data from readers.
5. CCRMA will provide access to the reader for the purpose of collecting configuration and performance data.
6. SSA will assist CCRMA in communicating the results of these analysis to third party organizations.



## 7 Acceptance

The client named below verifies that the terms of this Statement of Work are acceptable. The parties hereto are each acting with proper authority by their respective companies. Acceptance of this SOW is not a binding contract.

Cameron County Regional Mobility Authority

Star Systems America, LLC

Company name

Company name

Jesus Adrian Rincones

Stephen Lockhart

Full name

Full name

Chief Financial Officer

President

Title

Title

Digitally signed by Jesus A Rincones  
DN: cn=Jesus A Rincones, o=CCOMA,  
ou, email=jarincones@ccoma.org, c=US  
Date: 2019.07.24 10:43:29 -0500

Signature

Signature

July 24, 2019

August 6th, 2019

Date

Date

**2-H    CONSIDERATION AND APPROVAL OF A RENEWAL OF LETTER OF  
CREDIT WITH TEXAS REGIONAL BANK**



## TEXAS REGIONAL BANK

June 09, 2020

Cameron County Regional Mobility Authority  
3461 Carmen Ave  
Rancho Viejo, TX 78575

To Whom It May Concern:

Please sign the attached renewal documentation where indicated for the line of credit that CCRMA has with Texas Regional Bank.

We will also need to collect for the annual origination fee of \$250.00. Please include a check for \$250.00 made payable to Texas Regional Bank or indicate which Texas Regional Bank account we can debit for the fee.

If you should have any questions, please do not hesitate to contact me at (956) 364-3661.

Sincerely,

Michele L. Robinson  
Sr. Vice President

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
101140087	CAMERON COUNTY REGIONAL MOBILITY AUTHORITY	17621	05/10/20	207
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$2,000,000.00	Not Applicable	3.700%	05/10/21	Commercial
<b>Creditor Use Only</b>				

**PROMISSORY NOTE**  
(Commercial - Revolving Draw)  
**RENEWAL NOTE**

**DATE AND PARTIES.** The date of this Promissory Note (Note) is May 10, 2020. The parties and their addresses are:

**LENDER:**

**TEXAS REGIONAL BANK**  
1801 SOUTH McCOLL ROAD  
McALLEN, TX 78503  
Telephone: (956) 682-2265

**BORROWER:**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
a Texas POLITICAL SUBDIVISION  
3461 CARMEN AVE  
RANCHO VIEJO, TX 78575

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

**2. RENEWAL.** This Note is a renewal of the following described note:

Note Date	Note Number	Note Amount
May 10, 2019	# 101140087	\$2,000,000.00

I have requested that the note listed in the table above be renewed. The remaining balance of the note listed in the table above is \$0.00.

**3. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum outstanding principal balance of **\$2,000,000.00 (Principal)**, plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

I may borrow up to the Principal amount more than one time.

All advances made will be made subject to all other terms and conditions of the Loan.

**4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of **3.700 percent (Interest Rate)**.

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Texas usury laws under Tex. Fin. Code, Ch. 303. The provisions of Tex. Fin. Code, Ch. 346 do not apply to this Note.
- D. Accrual.** Interest accrues using an Actual/360 days counting method.

**5. REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

- A. Late Charge.** If a payment is more than **10** days late, I will be charged **5.000** percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

**6. GOVERNING AGREEMENT.** This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Texas Promissory Note

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conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

**7. PAYMENT.** I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning June 10, 2020, then on the same day of each month thereafter. A final payment of the entire unpaid outstanding balance of Principal and interest will be due May 10, 2021.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal payments will be applied first to the outstanding Principal balance, then to any late charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

**8. PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**9. LOAN PURPOSE.** The purpose of this Loan is RENEW REVOLVING LINE OF CREDIT #101140087 TO ASSIST WITH CONSTRUCTION CASH FLOW CYCLE.

**10. LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

**11. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**12. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**13. APPLICABLE LAW.** This Note is governed by the laws of Texas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Texas, unless otherwise required by law.

**14. JOINT AND SEVERAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.

**15. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

**16. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

**17. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**18. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

**19. ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.  
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**20. SIGNATURES.** By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

**BORROWER:**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By Frank Parker Jr. Date 6/11/20  
FRANK PARKER, JR, CHAIRMAN

By Pedro Sepulveda Jr. Date 06.10.20  
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR



**DISBURSEMENT AUTHORIZATION**

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**DATE AND PARTIES.** The date of this Disbursement Authorization is May 10, 2020. The parties and their addresses are:

**LENDER:**  
**TEXAS REGIONAL BANK**  
1801 SOUTH McCOLL ROAD  
McALLEN, TX 78503  
Telephone: (956) 682-2265

**BORROWER:**  
**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
a Texas POLITICAL SUBDIVISION  
3461 CARMEN AVE  
RANCHO VIEJO, TX 78575

**Loan Number:** 101140087

**1. DEFINITIONS.** As used in this Disbursement Authorization, the terms have the following meanings:

**A. Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization, individually and together. "You" and "Your" refer to the Lender.

**B. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization.

**2. DISBURSEMENT SUMMARY.** The following summarizes the disbursements from the Loan.

Initial Advance		\$0.00
Cash Paid In	\$0.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$0.00
Disbursed to Borrowers	\$0.00	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$0.00	
Total Amounts Disbursed		\$0.00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

**3. DISBURSEMENT AUTHORIZATION.** I authorize you to disburse the following amounts from my Loan.

<b>DISBURSED TO:</b>	<b>DATE:</b>	<b>AMOUNT DISBURSED:</b>
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$0.00
<b>TOTAL DISBURSED:</b>		<b>\$0.00</b>

Remaining Credit Line: \$2,000,000.00

I acknowledge receipt of a copy of this Disbursement Authorization on May 10, 2020.

**BORROWER:**  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By Frank Parker, Jr. Date 6/11/20  
FRANK PARKER, JR, CHAIRMAN

By P. Sepulveda Date 06.10.20  
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR



**DISCLAIMER OF ORAL AGREEMENTS**

**BORROWER:**  
**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
a Texas POLITICAL SUBDIVISION  
3461 CARMEN AVE  
RANCHO VIEJO, TX 78575

**LENDER:**  
**TEXAS REGIONAL BANK**  
1801 SOUTH McCOLL ROAD  
McALLEN, TX 78503

This Disclaimer of Oral Agreement is provided in regard to the following loan:

Loan File Number: 101140087  
Date: 05/10/20  
Loan Amount: \$2,000,000.00  
Maturity Date: 05/10/21  
Renewal of: 101140087

The Borrower, any other obligor, and Lender, hereinafter the Parties, have entered into a transaction generally described as A COMMERCIAL LOAN . In conjunction with this transaction the Parties have executed one or more promissory notes, assignments, security agreements, guaranty agreements, mortgages, deeds of trust or other documents. It is the intention of the Parties that this Disclaimer be incorporated by reference into each of the documents so executed for this transaction.

The parties warrant and represent that the entire agreement made between the Parties is contained within the executed documents, as amended and supplemented hereby, and that no agreements or promises exist between the Parties that are not reflected in the language of the various documents executed in conjunction with this transaction.

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**BORROWER:**  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By Frank Parker, Jr. Date 6/11/20  
FRANK PARKER, JR, CHAIRMAN

By P. Sepulveda Date 06-10-20  
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

**LENDER:**  
TEXAS REGIONAL BANK

By \_\_\_\_\_ Date \_\_\_\_\_  
MICHELE ROBINSON, SENIOR VICE PRESIDENT



## THRID AMENDMENT TO COMMERCIAL LOAN AGREEMENT

---

**DATE AND PARTIES.** The date of this THRID AMENDMENT TO COMMERCIAL LOAN AGREEMENT (AMENDMENT) is MAY 10, 2020 . The parties and their addresses are as follows:

**BORROWER:**  
**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
a Texas POLITICAL SUBDIVISION  
3461 CARMEN AVE  
RANCHO VIEJO, TX 78575

**LENDER:**  
**TEXAS REGIONAL BANK**  
1801 SOUTH McCOLL ROAD  
McALLEN, TX 78503

Whereas, LENDER and all parties constituting BORROWER executed COMMERCIAL LOAN AGREEMENT DATED SEPTEMBER 14, 2016, FIRST AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2018 AND SECOND AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2019 (AGREEMENT).

Whereas, BORROWER and LENDER hereto desire to amend the AGREEMENT.

Now, therefore, in consideration of the AGREEMENT, and their mutual covenants herein, BORROWER and LENDER agree as follows:

1. Terms, which are typed herein as all capitalized words and are not defined herein shall have the same meanings as when described in the AGREEMENT.
2. THE MATURITY DATE OF THE COMMERCIAL LOAN AGREEMENT IS HEREIN AMENDED TO MAY 10, 2021
3. BORROWER certifies by its execution hereof that all of the representations and warranties set forth in the AGREEMENT are true as of this date, and that no EVENT OF DEFAULT under the AGREEMENT, and no event which, with the giving of notice or passage of time or both, would become such an EVENT OF DEFAULT, has occurred as of execution hereof, except as disclosed to LENDER.
4. Except as herein amended, the AGREEMENT continues to be the valid, binding obligation of BORROWER.

All terms and conditions of the AGREEMENT not affected or amended by this AMENDMENT are hereby ratified and confirmed.

IN WITNESS WHEREOF, this AMENDMENT has been executed by the parties hereto on the day and year first above written.

**BORROWER:**  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By Frank Parker Jr. Date 06/11/20  
FRANK PARKER, JR, CHAIRMAN

By P. Sepulveda Date 06-10-20  
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR



**LENDER:**

TEXAS REGIONAL BANK

By \_\_\_\_\_ Date \_\_\_\_\_  
MICHELE ROBINSON, SENIOR VICE PRESIDENT

**2-I      CONSIDERATION AND APPROVAL OF LEASE AGREEMENT BETWEEN  
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND AGC SOLUTIONS, LLC**

**Lease between**

**Cameron County Regional Mobility Authority,**  
**as Tenant**

**and**

**AGC Solutions, LLC,**  
**as Landlord**

## LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is entered into effective as of \_\_\_\_\_, 2020, by and between the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas (“**Tenant**”), and AGC Solutions, LLC, a Texas limited liability company (“**Landlord**”).

### ARTICLE 1. DEFINITIONS

§1.01. “Agent” means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

§1.02. “Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use, (b) hot and cold water for lavatory and drinking purposes, (c) electric current for normal office machines and the Building’s standard lighting reasonable for the Permitted Use, and (d) lighting in Common Areas and fluorescent lights in the Building’s standard light fixtures on the Premises.

§1.03. “Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

§1.04. “Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

### ARTICLE 2. DEMISE OF LEASED PREMISES

§2.01. In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, that certain real property and improvements generally located at 3470 Carmen Avenue, Units B3, B4, B5, B6, and B7, Rancho Viejo, Cameron County, Texas 78575 (the “**Premises**”).

§2.02. Tenant is to have and to hold the Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them, including but not limited to any easements, rights, title, and privileges of Landlord, existing now or at any time during the lease term, in, to, or under adjacent parking lots, streets, sidewalks, alleys, party walls, and property contiguous to the Premises and reversions that may later accrue to Landlord as owner of the Premises by reason of the closing of any parking lots, street, sidewalk, or alley.

### ARTICLE 3. LEASE TERM

§3.01. The term of this Lease is for five (5) years and such term commenced as of \_\_\_\_\_, 2020 (the “**Commencement Date**”) and expires at 11:59 o'clock P.M. on the day immediately before the fifth (5th) anniversary of the first (1st) day of the first

(1st) full calendar month following the Commencement Date, unless terminating sooner as provided in this Lease (the “**Term**”).

#### **ARTICLE 4. RENT AND SECURITY DEPOSIT**

§4.01. **Base Rent.** During the Term of this Lease while this Lease is still in full force and effect, Landlord and Tenant agree that Tenant shall pay Landlord monthly installments of rent in the amount of **FOUR THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$4,460.00)** (the “**Monthly Rent**”). All Monthly Rent is due and payable each month in advance on the first day of each month to Landlord by delivering or mailing it to Landlord's address set forth herein, or to such other address or in such other manner as Landlord from time to time specifies by written notice to Tenant.

§4.02. **Security Deposit.** A Security Deposit in the amount of \$1,750.00 shall be required of Tenant upon execution of this Lease as security for Tenant’s fully and faithfully performing the terms of this Lease. Landlord currently has Tenant’s Security Deposit in the amount of \$1,750.00 for the immediately prior lease concerning the Premises and Tenant agrees that Landlord may retain such funds and treat such funds as Tenant’s Security Deposit under this Lease. An inspection of the Premises shall be conducted prior to occupancy and upon termination of this Lease. Landlord shall conduct the inspection, but Tenant shall be permitted to have a representative present. Tenant shall return the Premises in the same condition as Tenant received them ordinary wear and tear excepted.

In the event that the Premises are not returned in the proper condition as defined above, Landlord shall have the right to use any or all of the deposit to restore the condition of the items in question. Landlord may apply all or any part of the deposit to cure any default of Tenant under this Lease. In that event, Tenant must deposit with Landlord the amount applied to cure its default immediately on notice from Landlord of the nature and amount of the application.

If Landlord transfers its interest in the Premises during the lease term, it may either: (a) return the deposit to Tenant, minus any deductions made under the preceding paragraph and not replaced by Tenant; or (b) transfer the deposit, minus any deductions made under the preceding paragraph and not replaced by Tenant, to Landlord’s successor in interest. If Landlord transfers all or any portion of the deposit under this section, on transfer Landlord will be relieved of all rights and obligations with regard to the deposit, and all of these rights and obligations will accrue to, and be binding on, the transferee. Landlord must give Tenant notice of any such transfer, including the name and address of the transferee and the amount transferred.

#### **ARTICLE 5. USE OF PREMISES** **Permitted and Prohibited Use of Premises**

§5.01. Tenant may use the Premises solely for the purpose of local governmental offices (the “**Permitted Use**”), unless Landlord shall provide Tenant with prior written consent for a different use or Landlord provides consent to an assignment or sublease of



any portion of the Premises. The use of the Premises under any such approved assignment or sublease shall also constitute a Permitted Use.

## **ARTICLE 6. TAXES**

### **Payment by Landlord**

§6.01. Landlord shall be liable for all ad valorem taxes attributable to the Premises and any taxes levied or assessed against personal property, furniture, or fixtures placed by Landlord on the Premises. Landlord acknowledges that the Tenant is a public entity and is exempt from taxes, general and special assessments, and other charges of any kind levied on or assessed against the Premises and all interests in the Premises and all improvements and other property on them during the Term, whether belonging to Landlord or to Tenant.

## **ARTICLE 7. UTILITIES**

§7.01. Tenant will pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Premises throughout the Term, including any connection fees.

## **ARTICLE 8. TENANT'S OBLIGATIONS**

§8.01. Tenant agrees to:

- a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
- c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises.
- d. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
- e. Obtain and pay for all utility services used by Tenant and not provided by Landlord.
- f. Pay Tenant's Pro Rata Share of any utility services provided by Landlord.
- g. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

- h. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
- i. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
- j. Vacate the Premises on the last day of the Term unless this Lease is otherwise amended or terminated.

§8.02. Tenant agrees not to:

- a. Subject to section 5.01, use the Premises for any purpose other than the Permitted Use.
- b. Create a nuisance.
- c. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
- d. Change Landlord's lock system.
- e. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

**ARTICLE 9. LANDLORD'S OBLIGATIONS**

§9.01. Landlord agrees to:

- a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- b. Obey all laws relating to Landlord's operation of the Premises.
- c. Provide the Essential Services.
- d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) common areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment.
- e. Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.
- f. Reasonably provide consent to Tenant's proposed assignment or sublease of any portion of the Premises.

§9.02. Landlord agrees not to:

- a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
- b. Unreasonably withhold consent to a proposed assignment or sublease.

#### **ARTICLE 10. GENERAL PROVISIONS**

§10.01. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

§10.02. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent.

§10.03. *Release of Claims/Subrogation.* **LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

§10.04. *Casualty/Total or Partial Destruction*

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord before Landlord completes Landlord's restoration obligations.
- b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in section 10.04(a) above.
- c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

§10.05. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

§10.06. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

§10.07. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages or specific performance and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

§10.08. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to timely pay Rent, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within thirty (30) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

§10.09. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice.

§10.10. *Default/Waiver.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

§10.11. *Mitigation.* Landlord has mitigated the loss of rent if Landlord, within thirty days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

§10.12. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

§10.13. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

§10.14. *Venue.* Exclusive venue is in Cameron County, Texas, in which the Premises are located.

§10.15. *Entire Agreement.* This Lease constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no

representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this Lease.

§10.16. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

§10.17. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

- a. All payments, notices, demands, or requests from Tenant to Landlord should be mailed to Landlord at 300 Tesoro Avenue, Rancho Viejo, Texas 78575 or at such other address as Landlord requests in writing.
- b. All payments, notices, demands, or requests from Landlord to Tenant should be mailed to Tenant at 3461 Carmen Avenue, Rancho Viejo, Texas 78575 with a copy to Rentfro, Irwin & Irwin, PLLC, Attn: David F. Irwin, 1650 Paredes Line Road, Suite 102, Brownsville, Texas 78521.

§10.18. *Use of Common Areas.* Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

§10.19. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

## ARTICLE 11. PURCHASE OPTION AND RIGHT OF FIRST REFUSAL

### Purchase Option

§11.01. In consideration of the amount of \$100.00 paid by Tenant to Landlord upon execution of this Lease (the “**Option Fee**”), the receipt and sufficiency of which is hereby acknowledged by Landlord, Landlord hereby grants to Tenant the exclusive and irrevocable option to purchase the Premises (the “**Purchase Option**”), on the following terms and conditions:

- a. On any date following thirty (30) days after Tenant delivers written notice to Landlord of Tenant’s intent to exercise this Purchase Option (the “**Option Exercise Notice**”); and,

- b. Upon the Landlord's receipt of the Purchase Price (as defined below).

§11.02. The Purchase Price for Premises pursuant to the Purchase Option shall be the following:

- a. As soon as practicable following the delivery of the Option Exercise Notice, the Landlord and the Tenant shall select a mutually acceptable Independent Appraiser (as defined below), to determine the fair market value of the Premises, appraised as local governmental offices. In the event that the parties are unable to agree upon an Independent Appraiser within fifteen (15) business days following the date of delivery of the Option Exercise Notice, the Landlord and the Tenant shall each select an Independent Appraiser within the next succeeding five (5) business days. If either party fails to select an Independent Appraiser within such time period, the determination of the other Independent Appraiser shall control. If the difference between the Appraised Fair Market Values set forth in the two appraisals is not more than ten percent (10%) of the Appraised Fair Market Value set forth in the lower of the two appraisals, the fair market value for purposes of this section shall be the average of the two appraisals. If the difference between the two appraisals is greater than ten percent (10%) of the lower of the two appraisals, then the two Independent Appraisers shall jointly select a third Independent Appraiser whose determination of Appraised Fair Market Value shall be deemed to be binding on all parties as long as the third determination is between the other two determinations. If the third determination is either lower or higher than both of the other two appraisers, then the average of all three appraisals shall be the Appraised Fair Market Value for purposes of this section. The Landlord and the Tenant shall each pay one-half of the fees and expenses of any Independent Appraiser(s) selected pursuant to this section. For purposes of the foregoing, the term "Independent Appraiser" means a firm which is generally qualified to render opinions as to the fair market value of assets such as those owned by the Landlord, which is mutually acceptable to the Landlord and the Tenant and which satisfies the following criteria:
  - i. Such firm is not a partner, owner, or affiliate of the Landlord or the Tenant;
  - ii. The appraiser is a licensed appraiser who is a member of the Master Appraisal Institute ("MAI") and who has experience in the geographic area in which the Premises are located;
  - iii. Such firm (or a predecessor in interest to the assets and business of such firm) has been in business for at least five (5) years, and at least one of the principals of such firm has been in the active business of appraising substantially similar assets for at least ten (10) years;

- iv. Such firm has regularly rendered appraisals of substantially similar assets for at least five (5) years on behalf of a reasonable number of unrelated clients, so as to demonstrate reasonable market acceptance of the valuation opinions of such a firm;
- v. One or more of the principals or appraisers of such firm are members in good standing of an appropriate professional association or group which establishes and maintains professional standards for its members; and,
- vi. Such firm renders an appraisal to the Landlord only after entering into a contract that specifies the compensation payable for such appraisal.

b. The Option Fee shall be applied to the Purchase Price at closing.

§11.03. Upon determination of the Purchase Price, Tenant and Landlord, shall enter into a written contract for the purchase and sale of the Premises in accordance with the terms of this Lease and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Premises are located, providing for a closing not later than the date specified in the Option Exercise Notice or thirty (30) days after the Purchase Price has been determined under this Lease, whichever is later. In the absence of any such contract, this Lease shall be specifically enforceable upon the Tenant's exercise of the Option. The Landlord's right, title, and interest in the Premises shall be conveyed by a General Warranty Deed, Bill of Sale, and any other instruments deemed necessary by the title company (the "**Conveyance Documents**"). Upon closing, the Landlord shall deliver to Tenant, along with the Conveyance Documents, a Texas form Owner's Title Policy dated as of the close of escrow, in the amount of the Purchase Price, subject to the liens, encumbrances and other exceptions then affecting the title. Landlord and Tenant shall be responsible for customary closing costs in similar commercial transactions in Cameron County, Texas. Prorations shall be made as of midnight of the day preceding the closing of title.

§11.04. If Tenant does not exercise the option by the Expiration Date, the option terminates, Landlord retains the Option Fee, and Tenant shall execute and deliver to Landlord a recordable release of the option. If Tenant exercises the option but Landlord does not timely execute and deliver the contract, then Tenant shall have all applicable remedies, including specific performance.

### **Right of First Refusal Agreement**

§11.05. Landlord grants to Tenant a right of first refusal to acquire the Premises. During the Term, if Landlord receives an offer for the sale or other transfer of the Premises or any portion thereof or interest therein for any form of consideration that Landlord wishes to accept, Landlord agrees to notify Tenant in writing before accepting the offer. The notice



shall state the identity of the proposed transferee and the complete terms of the proposed transfer. If the proposed consideration for the transfer is other than cash, the notice shall also state the cash equivalent reasonably determined by the Landlord for the noncash consideration.

§11.06. Tenant shall have the right to purchase the Premises on the terms set forth in Landlord's notice by giving written notice to Landlord within sixty (60) days following the receipt of Landlord's notice. If Tenant affirmatively exercises such right, the Premises shall be transferred to Tenant, and Tenant shall pay to Landlord the consideration on the terms set forth in the notice from Landlord.

§11.07. If Tenant does not affirmatively exercise its right within the sixty (60) day period, Landlord may transfer the Premises to the party and on the terms described in Landlord's notice to Tenant within the one hundred eighty (180) day period following the expiration of the sixty (60) day period. If a transfer is not consummated within the one hundred eighty (180) day period, Landlord may not transfer the Premises without again complying with the provisions of this Agreement. Notwithstanding any other provision of this Agreement, if Landlord wishes to effect a transfer on terms that are less favorable to Landlord than those described in Landlord's notice, Landlord must repeat the process set forth in this Agreement by giving a new notice to Tenant setting forth the new terms. If Landlord timely consummates a transfer, this Agreement shall automatically terminate when the Premises is conveyed to the party named in Landlord's notice to Tenant; however, if the Term of this Lease has not yet expired, then the Term of this Lease shall continue in accordance with the provisions of this Lease. If an offer received by Landlord calls for delivery of a promissory note or other deferred payment obligation, the promissory note or other deferred payment obligation of Tenant shall be deemed equivalent to those offered.

§11.08. If any offer provides for noncash consideration, and Tenant disputes Landlord's determination of the value of the noncash consideration set forth in Landlord's notice, and Landlord and Tenant cannot resolve the dispute within thirty (30) days after Tenant gives notice of the dispute to Landlord, the matter will be submitted to binding arbitration in Cameron County, Texas, under the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator, and the determination of such arbitrator shall be binding on both parties. The sixty (60) day period for exercise of Tenant's rights shall be tolled during the period of arbitration proceeding is pending.

§11.09. The rights granted in this Agreement expire at the end of the Term unless such Term is amended, extended, or otherwise modified.

§11.10. If the Premises is transferred by gift, devise, descent, or another transaction that does not involve the payment of consideration in any form, the provisions of this Agreement shall be fully binding on the person acquiring title to the Premises in that transaction.

§11.11. Tenant may record this Agreement or a memorandum of this Agreement in the Official Records of Cameron County, Texas. Tenant shall, on request, execute and record a release of this Agreement following its lawful expiration or termination.

§11.12. Any notice required or permitted under this Article 11 must be in writing and delivered in accordance with section 10.17 of this Lease.

## **ARTICLE 12. INSURANCE**

### **Liability Insurance**

§12.01. At all times during the Term, Tenant shall provide and keep in force liability insurance covering Landlord and Tenant for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas with a Best's Insurance Rating of B or better, selected by and paid for by Tenant. The insurance provided under this section must be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for property damage and not less than One Million Dollars (\$1,000,000) for one person and not less than One Million Dollars (\$1,000,000) for personal injury. This insurance will protect Landlord and Tenant against liability to any employees of Tenant and to any other person or persons whose property damage or personal injury arises out of or in connection with the Tenant's occupation or use of the Premises.

### **Insurance on Buildings and Improvements**

§12.02. Landlord shall keep all buildings and other improvements located or being constructed on the Premises insured against loss or damage by fire, with extended-coverage endorsement or its equivalent. This insurance is to be carried by insurance companies authorized or admitted to transact business in Texas with a Best's Insurance Rating of B or better, selected by and paid for by Landlord. The insurance must be in amounts not less than One Hundred Percent (100%) of the full insurable value of the buildings and other improvements. The insurance policy or policies must name both Landlord and Tenant as named insured and must provide that any loss shall be made payable jointly to Landlord and Tenant.

### **Insurance Certificates**

§12.03. Tenant and Landlord must provide certificates of all insurance required by this article. Each insurance policy shall name as insureds thereunder Tenant and Landlord.

## ARTICLE 13. REPRESENTATIONS AND WARRANTIES

### Landlord's Representations and Warranties

§13.01. Landlord hereby represents and warrants to Tenant that:

- a. Landlord owns fee simple title to the Premises and the Premises are in compliance with all easements, restrictions and other matters of record affecting title as of the date hereof.
- b. Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach of or default under any agreement or obligation to which Landlord is a party or by which it is bound.
- c. There are no tenants, lessees or other occupants of the Premises having any right or claim to possession or use of the Premises or a claimed preference for occupancy in the Premises except as have been previously disclosed to Tenant.
- d. There are no unpaid ad valorem taxes and no unpaid special assessments for public improvements of which Landlord has received notice, or of which Landlord is otherwise aware, for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Premises.
- e. Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Premises except as previously disclosed to Tenant.
- f. No representation, statement or warranty by Landlord contained in this Lease contains any untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.
- g. There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord and/or the Premises which could prevent or impair Landlord's entry into this Lease and/or performance of its or any of Landlord's obligations hereunder or materially and adversely impact Tenant's rights hereunder.
- h. The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

- i. There are no pending condemnation proceedings relating to any portion of the Premises, and Landlord has received no notices of the institution or the proposed institution of condemnation proceedings relating to any portion of the Premises or of any other proceedings against or any taking of all or any part of the Premises.
- j. There is no pending or threatened litigation, governmental proceeding, notice of action required to be taken, judgment or cause of action against or related to the Premises, or any portion thereof, or against Landlord or Landlord's agents with respect to the Premises or any portion thereof.

### **Tenant's Representations and Warranties**

§13.02. Tenant hereby warrants and represents to Landlord that:

- a. Tenant is lawfully existing as a regional mobility authority under the laws of the State of Texas.
- b. Tenant has the full right, power and authority to make, execute, deliver and perform this Lease.
- c. Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.
- d. There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant that could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.
- e. The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

### **Warranty of Quiet Enjoyment**

§13.03. Landlord covenants that as long as Tenant pays the rent under this Lease and observes the covenants and terms of this Lease, Tenant will lawfully and quietly hold, occupy and enjoy the Premises during the Term without being disturbed by Landlord or any person claiming under Landlord.

## **ARTICLE 14. MISCELLANEOUS**

### **Parties Bound**

§14.01. This Lease binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

### **Texas Law to Apply**

§14.02. This Lease is to be construed under Texas law, and all obligations of the parties created by this Lease are performable in Cameron County, Texas.

### **Legal Construction and Severability**

§14.03. If any one or more of the provisions contained in this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (c) to any section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such section, subsection, paragraph or subparagraph of this Lease.

### **Prior Agreements Superseded**

§14.04. This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

### **Amendment**

§14.05. No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties hereto.

### **Rights and Remedies Cumulative**

§14.06. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### **Attorneys' Fees and Costs**

§14.07. If, as a result of either party's breaching this Lease, the other party employs an attorney to enforce its rights under this Lease and it becomes necessary to file a lawsuit to enforce its rights under this Lease or any provision herein, the party prevailing such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees pertaining to such lawsuit.

### **Time of Essence**

§14.08. Time is of the essence for this Lease.

§14.09. Landlord agrees that Tenant, at any time prior to the sixtieth (60th) day after the expiration or other termination of this Lease, may remove from the Premises any and all office, maintenance, construction or similar equipment which Tenant has furnished or installed together with all personal and other property in which the Tenant has an interest.

§14.10. The Parties shall execute, for recording purposes, a Memorandum of Lease in conformity with the law and practice of the State of Texas, and the same shall be placed of record at Tenant's expense. If requested by Landlord, Tenant shall, upon termination of this Lease as provided herein, execute and deliver to Landlord an appropriate release, in form proper for recording, of Tenant's interest in the Property.

§14.11. If curing any default (other than failure to pay rent, insurance premiums or ad valorem taxes) or performing any other covenant or term is delayed by reason of an ongoing pandemic such as COVID-19, war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond Tenant's control or that of the party obligated or permitted under this Lease to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated or not, each party so delayed is excused from performance during the delay period.

*(Signature Page to Follow)*

THIS LEASE has been executed by the parties to be effective as of the date and year first above written.

**Landlord:** **AGC SOLUTIONS, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Arturo Garcia  
Managing Member

**Tenant:** **CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**  
a political subdivision of the State of Texas

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

STATE OF TEXAS §  
COUNTY OF CAMERON §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Arturo Garcia, Managing Member of AGC Solutions, LLC, for the purposes therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF CAMERON §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Frank Parker, Jr., Chairman of the Board of Directors of the Cameron County Regional Mobility Authority for the purposes therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**MEMORANDUM OF LEASE**

STATE OF TEXAS           §  
COUNTY OF CAMERON   §

This Memorandum of Lease (this “**Memorandum**”) is effective as of \_\_\_\_\_ 2020, between the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas (“**Tenant**”), and AGC Solutions, LLC, a Texas limited liability company (“**Landlord**”).

**RECITALS:**

A. Landlord and Tenant entered into that certain Lease of even date herewith (the “**Lease**”) for that certain real property and improvements generally located at 3470 Carmen Avenue, Units B3, B4, B5, B6, and B7, Rancho Viejo, Cameron County, Texas 78575 (the “**Premises**”).

B. The parties desire to enter into this Memorandum for the purposes of recording notice of the Lease to protect the rights and interests of Landlord and Tenant as to third parties.

NOW, THEREFORE, the parties hereby make the following declarations:

1. The parties to the Lease are the Cameron County Regional Mobility Authority, as Tenant, and AGC Solutions, LLC, as Landlord, and the real property and improvements subject to the Lease are the Premises.

2. The term of the Lease is for five (5) years and such term commenced as of \_\_\_\_\_, 2020 (the “**Commencement Date**”) and expires at 11:59 o'clock P.M. on the day immediately before the fifth (5th) anniversary of the first (1st) day of the first (1st) full calendar month following the Commencement Date, unless terminating sooner as provided in the Lease.

3. Pursuant to the Lease, Tenant has an option to purchase the Premises as well as a right of first refusal.

4. In the event of any conflict or any inconsistency between the terms and provisions of the Lease, on the one hand, and the terms and provisions of this Memorandum, on the other hand, the terms and provisions of the Lease shall control. Nothing contained in this Memorandum shall alter, modify, or amend the provisions of the Lease, which remains in full force and effect according to all the terms and provisions thereof.

Nothing in this Memorandum is intended in any way to modify or amend the Lease or waive any of the respective rights thereunder of the parties hereto except as set forth herein.

**(Signature Page to Follow)**



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above described.

**Landlord:**                    **AGC SOLUTIONS, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Arturo Garcia  
Managing Member

**Tenant:**                    **CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**  
a political subdivision of the State of Texas

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

STATE OF TEXAS                    §  
COUNTY OF CAMERON            §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Arturo Garcia, Managing Member of AGC Solutions, LLC, for the purposes therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                    §  
COUNTY OF CAMERON            §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Frank Parker, Jr., Chairman of the Board of Directors of the Cameron County Regional Mobility Authority for the purposes therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**2-J            CONSIDERATION AND APPROVAL OF A RESOLUTION  
PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES  
ON CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TOLL  
ROAD FACILITIES**

**2-K    CONSIDERATION AND APPROVAL OF AN ADDITIONAL POLICY TO  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY PERSONNEL  
POLICY MANUEL FOR USE OF PROTECTED HEALTH INFORMATION**

**POLICY ON DISCLOSURE AND USE OF PROTECTED HEALTH INFORMATION**

- A. From time to time, the Authority may request an employee's protected health information from that employee's health care provider for the following purposes:
1. The protected health information that is disclosed consists of findings concerning a work-related illness or injury or a workplace-related medical surveillance;
  2. The Authority needs such findings in order to comply with its obligations, under 29 C.F.R. Parts 1904 through 1928, 30 C.F.R. Parts 50 through 90, or under Texas law having a similar purpose, to record such illness or injury or to carry out responsibilities for workplace surveillance;
  3. The covered health care provider provides written notice to the employee that the protected health information relating to the medical surveillance of the workplace and related illnesses and injuries is disclosed to the Authority by either giving a copy of the notice to the employee at the time the health care is provided or, if health care is provided on the work site of the Authority, by posting the notice in a prominent place at the location where the health care is provided; or,
  4. Any other purposes allowed by Texas or Federal law.
- B. In order for the Authority to provide a safe workplace for its employees, each employee is required to execute the Authorization to Disclose Protected Health Information as may be amended by the Texas Attorney General from time to time. This Authorization is attached as Exhibit "K" to this Manual. Employees may also be required to execute any other authorization or consent forms required by an employee's health care provider for purposes of providing protected health information to the Authority if such information is needed by the Authority as determined by the Authority in its sole and absolute discretion.
- C. "Protected health information" means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.
1. "Individually identifiable health information" means information that is a subset of health information, including demographic information collected from an individual, and:
    - a) Is created or received by a health care provider, health plan, the Authority, or health care clearinghouse; and,
    - b) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or, the past, present, or future payment for the provision of health care to an individual that either identifies the individual or provides a reasonable basis to believe the information can be used to identify the individual.
- D. The Authority will maintain any protected health information concerning employees in separate, confidential files. The Authority strives to protect the privacy of its

employees' protected health information to the greatest possible extent. Only authorized employees may ever have access to such files.

- E. Employees are hereby notified that protected health information concerning employees is confidential under Texas and Federal laws and may not be discussed at any time with any person under any circumstances, unless an employee needs to do so in order to carry out his or her job duties, or unless the person discussing the information is talking or otherwise communicating with the subject of the information at that person's invitation. If an employee is concerned about a possible medical condition on the part of a coworker, the employee must not discuss such concern with anyone other than the Executive Director or the Executive Director's prior written designee.
- F. A violation of the foregoing provisions concerning an employee's protected health information shall be subject to severe disciplinary action, up to and possibly including immediate termination from employment. In addition, Texas and Federal laws may subject such an employee to both civil and criminal action in a court of law.