

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 24th day of June 2021, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR

MARK ESPARZA
ABSENT

LEO R. GARZA
ABSENT

AL VILLARREAL
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 21st day of June 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the June 03, 2021 Special meeting Minutes.

Secretary Nelson moved to approve the minutes of the June 03, 2021 Special Meeting Minutes. The motion was seconded by Director Villegas and carried unanimously:

2-B Acknowledgement of Claims.

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

Vice Chairman Scaief moved to acknowledge the Claims as presented. The motion was seconded by Secretary Nelson and carried unanimously.

The Claims are as follows:

2-C Approval of Claims.

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

Vice Chairman Scaief 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 May 2021.

Mr. Victor Barron, RMA Controller went over the financial statements for May.

Vice Chairman Scaief moved to approve the financial statements for May 2021. The motion was seconded by Secretary Nelson and carried unanimously.

2 E Consideration and Approval of a Renewal Letter of Credit with Texas Regional Bank.

Mr. Victor Barron, RMA Controller, went over the Renewal Letter of Credit.

Secretary Nelson moved to approve the renewal letter or credit with Texas Regional Bank. The motion was seconded by Director Villegas and carried as follows:

Ayes: Parker, Nelson and Villegas

Nayes:

Abstain: Scaief

Note: Vice Chairman Scaief submitted affidavit and abstained from discussion and vote.

The Renewal Letter of Credit is as follows:

2 – F Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for Administrative Services.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need for the Interlocal Agreement with the County.

Vice Chairman Scaief moved to approve the Interlocal Agreement with Cameron County. The motion was seconded by Secretary Nelson and carried unanimously.

The Interlocal Agreement is as follows:

2 – G Consideration and Approval to Terminate all negotiations with Halff & Associates on the FM 509 Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to terminate negotiations with Halff & Associates on the FM 509 Project.

Secretary Nelson moved to approve to terminate negotiations with Halff & Associates on the FM 509 Project. The motion was seconded by Director Villegas and carried unanimously.

2 – H Consideration and Approval to Advertise for Request for Qualifications for Engineering Services for the FM 509 Project.

Secretary Nelson moved to table the item. The motion was seconded by Director Villegas and carried unanimously.

2 – I Consideration and Approval of a Resolution Authorizing the Issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds, Series 2021; Approval and Designation of Pricing Committee to Determine the Interest Rates, Maturity Dates, and Other Matters Pertaining to Such Series of Bonds; Approving the Execution and Delivery of Transaction Documents; Ratifying and Approving Other Agreements Related Thereto; Making Other Findings and Provisions Relating to the Subject and Matters Incident Thereto.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for the Resolution Authorizing the Issuance of Bonds. Mr. Dave Gordon, Senior Managing Director, Estrada Hinojosa & Company, Inc. went over presentation for the Board.

Vice Chairman Scaief moved to approve the Resolution Authorizing the Issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds, Series 2021. The motion was seconded by Secretary Nelson and carried unanimously.

The Resolution is as follows:

2-J Consideration and Possible Action to Rescind the Action taken by the Cameron County Regional Mobility Authority Board of Directors at their June 3, 2021, Special Meeting on Agenda Item 2K, Consideration and Approval to Award Bid Number 2021-001 for the Cameron County Parks Administration Building and to Approve Contract for such Awarded Bid.

Secretary Nelson moved to table the item. The motion was seconded by Director Villegas and carried unanimously.

2-K Consideration and Approval to terminate all Negotiations with Peacock General Contractor as it relates to

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

2-L Consideration and Approval to Award Bid Number 2021-001 for the Cameron County Parks Administration Building and to Approve Contract for such Awarded Bid.

Secretary Nelson moved to table the item. The motion was seconded by Director Villegas and carried unanimously.

2-M Consideration and Approval to Extend Letter of Engagement with Burton McCumber & Longoria, LLP for an additional year.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose to extend Letter of Engagement with Burton McCumber & Longoria, LLP.

Secretary Nelson made a motion to approve the Letter of Engagement subject to final negotiations. The motion was seconded by Director Villegas and carried unanimously.

Vice Chairman Scaief made a motion to go into executive session at 12:46 PM. The motion was seconded by Secretary Nelson and carried unanimously.

3 – EXECUTIVE SESSION

- A. Deliberation Regarding Acquisition of Real property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.
- B. Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal issues associated with the Awarding of Bid Number 2021-001 for the Cameron County Parks Administration Building and issues related thereto, Pursuant to V.T.C.A., Government code, Section 551.071 (1) and (2).
- C. Confer with the Cameron County Regional Mobility Authority's legal Counsel Regarding Legal Issues associated with the Contract with Duncan Solutions, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).
- D. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Job Classifications and Compensation, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

- E. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the East Loop Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).
- F. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the SPI 2nd Access Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).
- G. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the SPI 2nd Access Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

Vice Chairman Scaief made a motion to come back into open session at 1:06 PM. The motion was seconded by Secretary Nelson carried unanimously.

4 -A Possible Action

Secretary Nelson made a motion to proceed as discussed in Executive Session. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-B Possible Action

Secretary Nelson made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-C Possible Action

Secretary Nelson made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-D Possible Action

Secretary Nelson made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-E Possible Action

Secretary Nelson made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-F Possible Action

Secretary Nelson made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4-G Possible Action

Secretary Nelson made a motion to table Report of Legal Counsel. The motion was seconded by Vice Chairman Scaief and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Vice Chairman Scaief and seconded by Director Villegas and carried unanimously the meeting was **ADJOURNED** at 1:10 P.M.

APPROVED this 26th day of August 2021.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
ARTURO A. NELSON, SECRETARY



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 24, 2021
12:00 Noon**

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.
 - A. Consideration and Approval of the June 03, 2021 Special Meeting Minutes.
 - B. Acknowledgement of Claims.
 - C. Approval of Claims.
 - D. Consideration and Approval of the Financial Statements and Budget Amendments for the month of May 2021.
 - E. Consideration and Approval of a Renewal of a Letter of Credit with Texas Regional Bank.
 - F. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for Administrative Services.
 - G. Consideration and Approval to terminate all negotiations with Halff & Associates on the FM 509 Project.
 - H. Consideration and Approval to Advertise for Request for Qualifications for Engineering Services for the FM 509 Project.
 - I. Consideration and Approval of a Resolution Authorizing the Issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds, Series 2021; Approval and Designation of Pricing Committee to Determine the Interest Rates, Maturity Dates, and Other Matters Pertaining to Such Series of Bonds; Approving the Execution and Delivery of Transaction Documents ; Ratifying and Approving Other Agreements Related Thereto; Making Other Findings and Provisions Relating to the Subject and Matters Incident Thereto.
 - J. Consideration and Possible Action to Rescind the Action taken by the Cameron County Regional Mobility Authority Board of Directors at their June 3, 2021, Special Meeting on Agenda Item 2K, Consideration and Approval to Award Bid Number 2021-001 for the Cameron County Parks Administration Building and to Approve Contract for such Awarded Bid.
 - K. Consideration and Approval to terminate all Negotiations with Peacock General Contractor as it relates to CCRMA Bid Number 2021-001.

L. Consideration and Approval to Award Bid Number 2021-001 for the Cameron County Parks Administration Building and to Approve Contract for such Awarded Bid.

M. Consideration and Approval to Extend the Letter of Engagement with Burton McCumber & Longoria, LLP for an additional year.

3. EXECUTIVE SESSION:

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

B. Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal issues associated with the Awarding of Bid Number 2021-001 for the Cameron County Parks Administration Building and issues related thereto, Pursuant to V.T.C.A., Government code, Section 551.071 (1) and (2).

C. Confer with the Cameron County Regional Mobility Authority's legal Counsel Regarding Legal Issues associated with the Contract with Duncan Solutions, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

D. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Job Classifications and Compensation, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

E. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the East Loop Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

F. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the SPI 2nd Access Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

G. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the SPI 2nd Access Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

4. ACTION RELATIVE TO EXECUTIVE SESSION:

A. Possible Action

B. Possible Action

C. Possible Action

D. Possible Action

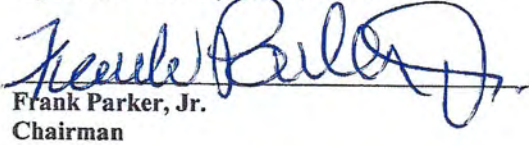
E. Possible Action

F. Possible Action

G. Possible Action

ADJOURNMENT:

Signed this 21st day of June 2021.


Frank Parker, Jr.
Chairman

NOTE:

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

2-B ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims June 17, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	063785	\$ 235.82	Aflac June 2021	Indirect	Y	Local	Ope
Amazon	Amazon June 2021	19.54	Amazon June 2021	Indirect	Y	Local	Ope
Cameron County Tax Office	8230007000160000 621	167.88	CC Tax June 2021	SH 32 (East Loop)	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	956	1,100.00	Rentfro & Irwin legal services May 2021	Indirect	Y	Local	Ope
Time Warner Cable Business Class	0121858060921	1,161.51	Spectrum June 2021 Tolls	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD May 2021 Ste 3	34.55	VMUD May 2021 Ste 3	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD May 2021 Ste 4	34.17	VMUD May 2021 Ste 4	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD May 2021 Ste 5	34.17	VMUD May 2021 Ste 5	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD May 2021 Ste 6	34.17	VMUD May 2021 Ste 6	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD May 2021 Ste 7	35.68	VMUD May 2021 Ste 7	Indirect	Y	Local	Ope
		<u>2,857.49</u>					

525 Tolls

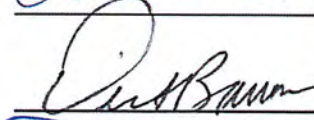
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon June 2021	\$ 78.16	Amazon June 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Jun 2021	259.90	PUB 58837 Jun 2021	Port			
				Spur -	Y	Local	Tolls
Time Warner Cable	0121858060921	1,161.50	Spectrum June 2021 Tolls	Indirect			
Business Class					Y	Local	Tolls
Toshiba America	5453891	132.07	Toshiba Tolls Maint Jun 2021	Indirect			
Business Solutions,					Y	Local	Tolls
Valley Municipal	VMUD May 2021 Tolls	48.12	VMUD May 2021 Tolls	Indirect			
Utility District					Y	Local	Tolls
		<u>1,679.75</u>					
	Operations	\$ 2,857.49					
	Tolls	<u>1,679.75</u>					
	Total Transfer	<u>\$ 4,537.24</u>					

Reviewed by:

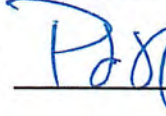
Monica R. Ibarra,
Accounting Clerk

 6.17.21

Victor J. Barron,
Controller

 6.17.21

Pete Sepulveda Jr.,
Executive Director

 6.17.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims June 10, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Lone Star Shredding Document Storage	1967546	\$ 15.00	Lonestar shredding May 2021	Indirect	Y	Local	Ope
MPC Studios, Inc	30367	125.00	MPC Studios June 2021	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	41	12,000.00	Pathfinder consulting services May 2021	Indirect	Y	Local	Ope
		<u>12,140.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Law Enforcement Systems LLC	1004467	\$ 558.48	Duncan Solutions May 2021	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCR-2105	1,656.72	Fagan consulting operation support May 2021	Indirect	Y	Local	Tolls
Fagan Consulting LLC	TCSI-2105	5,704.92	Fagan Toll Collection Systems Implementation May 2021	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20210531	110.13	LexisNexis May 2021	Indirect	Y	Local	Tolls
Quadient Leasing USA, Inc.	N8893705	7,934.19	Quadient Jun 2021	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles	TxDMV Repl 6.8.21	3,000.00	TxDMV Replenishment 6.8.21	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	2868066060321	290.22	Spectrum June 2021 8066	Direct Connectors - SH550	Y	Local	Tolls
Verizon Wireless	9880441161	88.38	Verizon May 2021	Indirect	Y	Local	Tolls
Xtreme Security	51706	104.85	Xtreme Security Jun-Aug 2021	Indirect	Y	Local	Tolls
		<u>19,447.89</u>					
Operations		\$ 12,140.00					
Tolls		<u>19,447.89</u>					
Total Transfer		<u>\$ 31,587.89</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

 6.10.21

Victor J. Barron,
Controller

 6.10.21

Pete Sepulveda Jr.,
Executive Director

 06.11.21



Wire Transfer Request

To: Pete Sepulveda
From: Monica R Ibarra *MR*
Date: 6/10/2021
Re: Wire Transfer

Date	Vendor	Description	Invoice Number	Funding Source	To	Amount
6/9/2021	Duncan Solutions	DMV Record May 2021	1004467	Tolls	Claims	\$ 558.48
						<u>\$ 558.48</u>

Victor J. Barron

Victor J. Barron, Controller

Pete Sepulveda, Jr.

Pete Sepulveda, Jr. Executive Director

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims June 3, 2021



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Solutions LLC	Admin Rent June 2021	4,460.00	AGC Admin rent June 2021	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 May 2021	7.99	Culligan May 2021	Indirect	Y	Local	Ope
ROL Consulting LLC	121	8,000.00	ROL Consulting services May 2021	Indirect	Y	Local	Ope
Gulf Coast Paper Co.	2051977	291.14	Gulf Coast Paper PPE 5.24.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 5.28.21	245.28	Travel Reimbursement PSJ 5.28.21	Indirect	Y	Local	Ope
Toshiba Financial Services	37858404	311.23	Toshiba Tolls June 2021	Indirect	Y	Local	Ope
		<u>13,315.64</u>					

525 Tolls

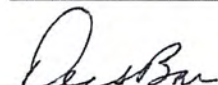
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 May 2021	57.95	Culligan May 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	211450045732931	232.65	Direct Energy 570 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	211450045732932	288.16	Direct Energy May 1895 Fm 511 #1	FM1847 - SH550	Y	Local	Tolls
Gulf Coast Paper Co.	2051977	306.01	Gulf Coast Paper PPE 5.24.21	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI00	14,274.00	Kapsch Apr 2021 Toll system maintenance support	Indirect	Y	Local	Tolls
Prisciliano Delgado	10722	250.00	Prisciliano Lawn Care May 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 May 2021	260.42	PUB 600710 May 2021	Direct Connectors - SH550	Y	Local	Tolls
Teesidel SA	621	2,652.25	Teesidel May 2021	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Union Pacific Railroad Company	90107832	761.25	Union Pacific Railroad Palo Alto Fm 550. Pre Eng Brdg Struct	Indirect	Y	Local	Tolls
United States Postal Service	USPS Replen 5.26.21	15,000.00	USPS Replenishment 5.26.21	Indirect	Y	Local	Tolls
		<u>34,082.69</u>					
Operations		\$ 13,315.64					
Tolls		34,082.69					
Total Transfer		<u>\$ 47,398.33</u>					

Reviewed by:

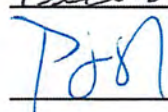
Monica R. Ibarra,
Accounting Clerk



Victor J. Barron,
Controller

 6.3.21

Pete Sepulveda Jr.,
Executive Director

 06.03.21



Wire Transfer Request

To: Pete Sepulveda
From: Monica R Ibarra *MR*
Date: 6/3/2021
Re: Wire Transfer

Date	Vendor	Description	Invoice Number	Funding Source	To	Amount
6/3/2021	Tecsidel SA	Maintenance May 2021	621	Tolls	Claims	\$ 2,652.25
6/3/2021	ROL Consulting, LLC	Consulting Services May 2021	121	Operations	Claims	8,000.00
						<u>\$ 10,652.25</u>

Victor J. Barron

Victor J. Barron, Controller

Pete Sepulveda, Jr.

Pete Sepulveda, Jr. Executive Director

2-C APPROVAL OF CLAIMS.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims June 24, 2021



100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.500-11	\$ 24,592.19	S&B East Loop APD WA 5	SH 32 (East Loop)	Y	Local	Ope
		<u>24,592.19</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100065	\$ 6,461.34	TollPlus Support and Maintenance May 2021	Pharr- Reynosa Intl Bridge	Y	Local	Toll
		<u>6,461.34</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100065	\$ 15,600.00	TollPlus support and Maintenance May 2021	Indirect	Y	Local	Toll
		<u>15,600.00</u>					
	Oper Interlocal	\$ 24,592.19					
	Tolls Interlocal	6,461.34					
	Tolls	15,600.00					
	Total Transfer	<u>\$ 46,653.53</u>					

Reviwed by:

Victor J. Barron,
Controller

Victor J. Barron

6.17.21

Pete Sepulveda Jr,
Executive Director

DocuSigned by:
Pete Sepulveda Jr

6/21/2021

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**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS
AND BUDGET AMENDMENTS FOR THE MONTH OF MAY 2021.**



MAY 2021 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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REVENUES & EXPENSES

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FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions
Included In Report From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	301,710	270,833	30,877	2,303,111	3,250,000	(946,889)	2,114,214
Interlocal agreements	10,000	10,000	0	80,000	120,000	(40,000)	84,716
Total Operating Revenues	311,710	280,833	30,877	2,383,111	3,370,000	(986,889)	2,198,930
Operating Expenses							
Personnel costs	68,780	84,934	16,154	625,576	1,019,206	393,630	624,601
Professional services	20,000	25,342	5,342	194,393	304,100	109,707	205,769
Contractual services	1,100	4,333	3,233	9,488	52,000	42,512	19,331
Advertising & marketing	125	1,375	1,250	1,000	16,500	15,500	5,015
Data processing	137	833	696	6,437	10,000	3,563	7,420
Dues & memberships	10,100	1,667	(8,433)	15,880	20,000	4,120	17,738
Education & training	0	833	833	125	10,000	9,875	920
Fiscal agent fees	5,000	4,467	(533)	9,795	53,600	43,805	14,195
Insurance	0	167	167	536	2,000	1,464	411
Maintenance & repairs	99	417	318	609	5,000	4,391	172
Office supplies	937	2,250	1,313	2,485	27,000	24,515	9,266
Leases	4,771	5,563	792	43,897	66,755	22,858	40,711
Travel	428	2,083	1,655	882	25,000	24,118	12,810
Utilities	1,569	2,250	681	12,942	27,000	14,058	7,231
Contingency	0	7,847	7,847	0	94,164	94,164	0
Total Operating Expenses	113,046	144,360	31,314	924,044	1,732,325	808,281	965,590
Total Operating Income (Loss)	198,664	136,473	62,191	1,459,067	1,637,675	(178,608)	1,233,340
Non Operating Revenues							
Interest income	4,537	4,167	370	41,494	50,000	(8,506)	45,653
TRZ revenue	0	109,255	(109,255)	0	1,311,065	(1,311,065)	0
Total Non Operating Revenues	4,537	113,422	(108,885)	41,494	1,361,065	(1,319,571)	45,653
Non Operating Expenses							
Debt interest	0	150,015	150,015	1,266,531	1,800,175	533,644	333,431
Debt interest-LOC	0	2,125	2,125	428	25,500	25,072	3,550
Project expenses	6,927	97,755	90,828	162,632	1,173,065	1,010,433	276,135
Total Non Operating Expenses	6,927	249,895	242,968	1,429,591	2,998,740	1,569,150	613,116
Total Changes in Net Position	196,274	0	196,274	70,970	0	70,970	665,878

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted
Transactions Included In Report From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	187,097	142,917	44,180	1,430,917	1,715,000	(284,083)	1,242,986
Interop Revenues							
Interop revenues	69,028	61,667	7,361	557,102	740,000	(182,899)	518,541
Bridge	37,075	35,000	2,075	324,835	420,000	(95,165)	337,516
Total Interop	106,103	96,667	9,436	881,936	1,160,000	(278,064)	856,056
Other Toll Revenues							
Interlocal agreement	12,095	11,656	439	88,883	139,876	(50,993)	94,639
Total Other Toll	12,095	11,656	439	88,883	139,876	(50,993)	94,639
Revenues							
Total Toll Operating	305,296	251,240	54,055	2,401,736	3,014,876	(613,140)	2,193,681
Revenues							
Toll Operating Expenses							
Personnel costs	35,206	43,439	8,233	321,022	521,270	200,248	491,129
Transaction processing	37,850	33,417	(4,433)	247,768	401,000	153,232	209,050
Toll system	27,342	27,613	271	221,688	331,353	109,665	221,713
Roadside maintnenace	28,928	41,639	12,711	296,611	499,662	203,051	286,154
CSC indirect/overhead	4,137	18,344	14,207	91,854	220,123	128,269	101,056
costs							
Total Toll Operating	133,463	164,451	30,988	1,178,942	1,973,408	794,466	1,309,102
Expenses							
Total Operating Income	171,833	86,789	85,043	1,222,794	1,041,468	181,326	884,579
(Loss)							
Non Operating Revenues							
Pass through grant	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Total Non Operating	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Revenues							
Non Operating Expenses							
Debt interest	0	202,206	202,206	1,418,045	2,426,468	1,008,423	1,222,615
Total Non Operating	0	202,206	202,206	1,418,045	2,426,468	1,008,423	1,222,615
Expenses							
Changes in Net Position	171,833	0	171,833	(195,252)	0	(195,252)	(338,036)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions
Included In Report From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	301,710	270,833	30,877	2,303,111	3,250,000	(946889)	2,114,214
Interlocal agreement	22,095	21,656	439	168,883	259,876	(90993)	179,355
Toll revenues	<u>293,200</u>	<u>239,583</u>	<u>53,617</u>	<u>2,312,854</u>	<u>2,875,000</u>	<u>(562146)</u>	<u>2,099,043</u>
Total Operating Revenues	<u>617,006</u>	<u>532,073</u>	<u>84,932</u>	<u>4,784,848</u>	<u>6,384,876</u>	<u>(1600028)</u>	<u>4,392,611</u>
Operating Expenses							
Personnel costs	103,986	128,373	24,387	946,598	1,540,476	593,878	1,115,731
Accounting software and services	0	208	208	2,274	2,500	226	1,206
Professional services	20,000	25,133	5,133	192,120	301,600	109,480	204,563
Contractual services	1,100	6,500	5,400	14,770	78,000	63,230	24,068
Advertising & marketing	125	6,375	6,250	28,333	76,500	48,167	36,363
Data processing	137	833	696	6,437	10,000	3,563	7,420
Dues & memberships	10,100	2,250	(7850)	18,820	27,000	8,180	20,678
Education & training	0	1,667	1,667	125	20,000	19,875	920
Fiscal agent fees	5,000	4,883	(117)	14,945	58,600	43,655	14,195
Insurance	0	6,750	6,750	56,874	81,000	24,126	56,440
Maintenance & repairs	349	2,083	1,734	3,723	25,000	21,277	14,251
Office supplies	16,310	20,083	3,773	144,172	241,000	96,828	130,903
Road maintenance	57,853	63,301	5,448	469,073	759,615	290,542	457,313
Leases	6,785	9,698	2,913	69,036	116,378	47,342	61,909
Toll services	16,654	13,208	(3446)	82,775	158,500	75,725	69,524
Travel	2,098	3,083	985	3,939	37,000	33,061	20,654
Utilities	6,012	6,533	521	48,973	78,400	29,427	38,555
Contingency	<u>0</u>	<u>7,847</u>	<u>7,847</u>	<u>0</u>	<u>94,164</u>	<u>94,164</u>	<u>0</u>
Total Operating Expenses	<u>246,509</u>	<u>308,811</u>	<u>62,302</u>	<u>2,102,987</u>	<u>3,705,733</u>	<u>1,602,746</u>	<u>2,274,692</u>
Net Change from Operations	<u>370,497</u>	<u>223,262</u>	<u>147,235</u>	<u>2,681,861</u>	<u>2,679,143</u>	<u>2,718</u>	<u>2,117,919</u>
Non Operating Revenue							
Pass through grant revenues	0	115,417	(115417)	0	1,385,000	(1385000)	0
Interest income	4,537	4,167	370	41,494	50,000	(8506)	45,653
TRZ Revenue	<u>0</u>	<u>109,255</u>	<u>(109255)</u>	<u>0</u>	<u>1,311,065</u>	<u>(1311065)</u>	<u>0</u>
Total Non Operating Revenue	<u>4,537</u>	<u>228,839</u>	<u>(224302)</u>	<u>41,494</u>	<u>2,746,065</u>	<u>(2704571)</u>	<u>45,653</u>
Non Operating Expenses							
Bond Debt Expense	0	352,183	352,183	2,684,576	4,226,193	1,541,617	1,556,046
Debt Interest - LOC	0	2,163	2,163	428	25,950	25,522	3,550
Project expenses	<u>6,927</u>	<u>97,755</u>	<u>90,828</u>	<u>162,632</u>	<u>1,173,065</u>	<u>1,010,433</u>	<u>276,135</u>
Total Non Operating Expenses	<u>6,927</u>	<u>452,101</u>	<u>445,174</u>	<u>2,847,636</u>	<u>5,425,208</u>	<u>2,577,572</u>	<u>1,835,731</u>
Changes in Net Position	<u>368,107</u>	<u>0</u>	<u>368,107</u>	<u>(124,281)</u>	<u>0</u>	<u>(124,281)</u>	<u>327,842</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Monthly Project I/S - Unposted Transactions Included In Report
From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Year Actual
Non Operating Revenues		
Grant revenues		
Federal Revenue		
SH550 GAP II	0	245,355
Whipple Road	<u>0</u>	<u>103,739</u>
Total Federal Revenue	0	349,094
State Revenue		
Whipple Road	<u>0</u>	<u>18,414</u>
Total State Revenue	0	18,414
Local Revenue		
West Rail Corridor	0	28,997
SH 32 (East Loop)	30,660	76,327
Whipple Road	0	7,521
Flor De Mayo Bridge	34,687	34,687
CC - Old ALice Road	0	90,440
CC - Consulting	8,000	64,000
CC - Administration	0	59,486
Building & Parking Lot		
Total Local Revenue	<u>73,347</u>	<u>361,458</u>
Total Grant revenues	<u>73,347</u>	<u>728,966</u>
Total Non Operating Revenues	<u>73,347</u>	<u>728,966</u>
Non Operating Expenses		
Project expenses		
West Rail Corridor	0	28,997
SH550 GAP II	0	245,355
SH 32 (East Loop)	30,660	76,327
Whipple Road	0	129,674
Flor De Mayo Bridge	34,687	34,687
CC - Old ALice Road	0	90,440
CC - Consulting	8,000	64,000
CC - Administration	0	59,486
Building & Parking Lot		
Total Project expenses	<u>73,347</u>	<u>728,966</u>
Total Non Operating Expenses	<u>73,347</u>	<u>728,966</u>
Total Changes in Net Position	<u>0</u>	<u>0</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 5/31/2021

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	4,960,892
Restricted cash accounts - debt service	6,693,734
Accounts receivable, net	
Vehicle Registration Fees - Receivable	667,435
Other	<u>3,316,891</u>
Total Accounts receivable, net	3,984,326
Accounts receivable - other agencies	819,621
Accrued interest	<u>0</u>
Total Current Assets:	16,458,573
Non Current Assets:	
Capital assets, net	99,160,214
Capital projects in progress	24,154,657
Unamortized bond prepaid costs	99,746
Net pension asset	<u>58,990</u>
Total Non Current Assets:	123,473,607
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	145,267
Deferred outflow related to pension	<u>138,002</u>
Total Deferred Outflow of Resources	283,269
Total ASSETS	<u>140,215,449</u>
LIABILITIES	
Current Liabilities	
Accounts payable	759,727
Deferred revenue	<u>354,567</u>
Total Current Liabilities	1,114,294
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	<u>75,293,488</u>
Total Non Current Liabilities	91,477,675
Deferred Inflows of Resources	
Deferred inflows related to pension	<u>31,006</u>
Total LIABILITIES	<u>92,622,975</u>
NET POSITION	
Beginning net position	
	<u>45,795,242</u>
Total Beginning net position	45,795,242
Changes in net position	
	<u>1,797,232</u>
Total Changes in net position	<u>1,797,232</u>
Total NET POSITION	<u>47,592,474</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>140,215,449</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 5/31/2021

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	630,870	2,183,310
Receipts from interop toll revenues	120,802	887,077
Receipts from TPS toll revenues	195,985	1,791,425
Receipts from other operating revenues	22,095	170,916
Payments to vendors	(144,947)	(1,450,137)
Payments to employees	<u>(104,050)</u>	<u>(955,623)</u>
Total Cash Flows from Operating Activities	<u>720,755</u>	<u>2,626,968</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of construction in progress	72,274	(523,806)
Payments on principal and interest	0	(2,996,103)
Line of credit payment	0	(462,643)
Proceeds related to redevelopment assets	1,390,968	2,961,254
Payment on interlocal project expenses	(72,274)	(827,598)
Interlocal project proceeds	<u>0</u>	<u>367,508</u>
Total Cash Flows from Capital and Related Financing Activities	<u>1,390,968</u>	<u>(1,481,389)</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>4,537</u>	<u>41,494</u>
Total Cash Flows from Investing Activities	<u>4,537</u>	<u>41,494</u>
Beginning Cash & Cash Equivalents	<u>9,538,367</u>	<u>10,467,554</u>
Ending Cash & Cash Equivalents	<u>11,654,626</u>	<u>11,654,626</u>

2-E

**CONSIDERATION AND APPROVAL OF A RENEWAL OF A LETTER OF
CREDIT WITH TEXAS REGIONAL BANK.**

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
101140087	CAMERON COUNTY REGIONAL MOBILITY AUTHORITY	17621	05/10/21	207
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$2,000,000.00	Not Applicable	3.650%	05/10/22	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Revolving Draw)

RENEWAL NOTE

DATE AND PARTIES. The date of this Promissory Note (Note) is May 10, 2021. 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, 2020	# 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 **3.650 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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Page 1



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, 2021, 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, 2022.

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.

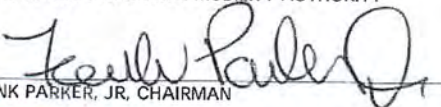
19. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of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

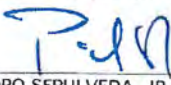
THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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  Date 06.24.21
FRANK PARKER, JR, CHAIRMAN

By  Date 06.24.21
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

DISBURSEMENT AUTHORIZATION

DATE AND PARTIES. The date of this Disbursement Authorization is May 10, 2021. 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.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$0.00
TOTAL DISBURSED:		\$0.00

Remaining Credit Line: \$2,000,000.00

I acknowledge receipt of a copy of this Disbursement Authorization on May 10, 2021

BORROWER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By

FRANK PARKER, JR, CHAIRMAN

Date

06.24.21

By

PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

Date

06.24.21



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: 05/10/21

Loan Amount: \$2,000,000.00

Maturity Date: 05/10/22

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, CHAIRMAN

Date

06.24.21

By

PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

Date

06.24.21

LENDER:

TEXAS REGIONAL BANK

By

MICHELE ROBINSON, SENIOR VICE PRESIDENT

Date

6-24-21



FOURTH AMENDMENT TO COMMERCIAL LOAN AGREEMENT

DATE AND PARTIES. The date of this FOURTH AMENDMENT TO COMMERCIAL LOAN AGREEMENT (AMENDMENT) is MAY 10, 2021. 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, SECOND AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2019 AND THIRD AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2020 (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:

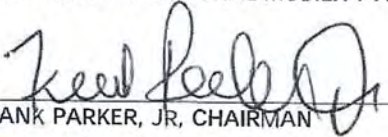
1. Terms, which are typed herein as all capitalized words and are not defined herein shall have the same meanings as when described in the AGREEMENT.
2. THE MATURITY DATE OF THE COMMERCIAL LOAN AGREEMENT IS HEREIN AMENDED TO MAY 10, 2022
3. BORROWER certifies by its execution hereof that all of the representations 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  Date 06.24.21
FRANK PARKER, JR, CHAIRMAN

By  Date 06.24.21
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR



LENDER:

TEXAS REGIONAL BANK

By Michele Robinson Date 6-24-21
MICHELE ROBINSON, SENIOR VICE PRESIDENT

**2-F CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND CAMERON COUNTY FOR ADMINISTRATIVE SERVICES.**

Contract No. 2021C06167

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

**INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY
AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

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

1. LOCATION OF PROJECT: Cameron County, Texas
2. PURPOSE OF AGREEMENT AND PROJECT TO BE COMPLETED: To collaborate with Cameron County on Project Development for Road projects and Construction Management efforts on Park projects.
3. Any monies paid by Cameron County will be paid from the current revenues of Cameron County, specifically the Cameron County Parks System and the Road and Bridge Fund, which may include bond proceeds. A breakdown of the job descriptions and Expenses are attached.
4. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Cameron County Parks and Road and Bridge Departments and includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable.
5. This Agreement shall be for three years, beginning on July 1, 2021 and ending on June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time without cause by giving thirty (30) days written notice to other party of its intent to terminate the Agreement.
6. Each party shall preserve and maintain the information received as to the other party, if any, and further advise if any confidential information is subject to disclosure. Each party shall at all times act in compliance with applicable laws concerning disclosure, privacy practices, and applicable regulations. These obligations survive the expiration or termination of this Agreement.
7. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, partnership, or joint venture between the parties and/or the other party. Without limiting the foregoing, the purposes for which the parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control between the parties hereto. Each party agrees that it is responsible for its actions and the actions of its contractors,

employees, representatives, and agents.

8. The rules, regulations and orders of CCRMA shall govern this Agreement and the parties agree the CCRMA shall supervise the performance of this Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other Administrative Services necessary to fulfill the terms of this Agreement.
9. This Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS' COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.
10. All notices to Cameron County shall be sent by Certified or Registered Mail, addressed to:

Cameron County Judge Eddie Trevino, Jr.
Dancy Courthouse
1100 East Monroe Street
Brownsville, Texas 78521

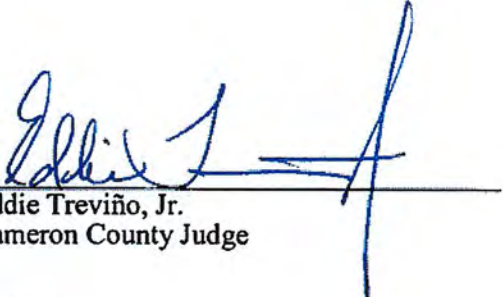
All notices to the Cameron County Regional Mobility Authority shall be sent Certified or Registered Mail, addressed to:

Frank Parker, Jr.
CCRMA Chairman
3461 Carmen Avenue
Rancho Viejo, Texas 78575

All written notices, demands, and other papers or documents served upon the parties by courier, hand delivery, or overnight express mail shall be deemed served or delivered for all purposes hereunder immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight express mail service.

11. This Agreement is entered into for the sole benefit of the parties and their respective successors. Nothing in this Agreement nor in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

Executed this 8th day of June, 2021.

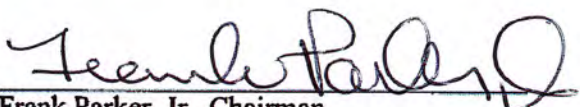

Eddie Treviño, Jr.
Cameron County Judge

Attested By:



Sylvia Garza Perez, County Clerk



Executed this 24th day of June, 2021.


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

Attested By:


Arturo A. Nelson, CCRMA Secretary

Cameron County Commissioners' Court Agenda Request Form

202106067

No. 2-C

Date: June 4, 2021

Meeting Date Request: June 8, 2021

Department Name: County Administrator

Contact Person: Pete Sepulveda, Jr.

Phone: 956.544.0830

Fax: 956.544.0801

Department Head Name: Pete Sepulveda, Jr.

Signature:

Caption:

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY REGARDING ADMINISTRATIVE SERVICES.

Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation)

**PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION
OR PLACE N/A IF IS NOT APPLICABLE:**

County Judge n/a Auditor n/a Budget n/a Legal *[Signature]* Human Resources n/a Purchasing n/a

1295 Form

Fiscal Data:

Dept. Name: n/a Fund No. n/a
Funds Available: Yes No

Funds From:

Department Yes No Amt Expended : \$ n/a/
General: Yes No Impact on future budget Yes No
Grant: Yes No

Comments:

Action taken by Commissioners' Court

Approved Tabled Denied Motion made by Seconded Vote



POSITION DESCRIPTION: RIGHT OF WAY PROJECT COORDINATOR

POSITION TITLE: Right of Way Project Coordinator
REPORTS TO: Executive Director
FLSA EXEMPTION: Exempt
POSITION SALARY: \$65,000.00 including benefits

SUMMARY OF PURPOSE:

The CCRMA is looking for an organized and driven Right of Way Project Coordinator to be part of our company. The Right of Way Project Coordinator will perform advanced land acquisition work by acquiring private property for public use as it relates to construction and other projects managed by CCRMA. Negotiates with property owners regarding construction, installations, modifications and/or design changes that may affect their property. Acts as a liaison between various departments connected to a project and the general public, including homeowners, legal representatives and industry stakeholders.

PHYSICAL/MENTAL REQUIREMENTS:

1. Uses computer approximately 6-8 hours per day.
2. Uses telephone and email to communicate with staff and others, approximately 6-8 hours per day.
3. Sits approximately 6-8 hours per day.

ESSENTIAL FUNCTIONS:

1. Acquires property interest needed for public roadways, bike trails, bridges, or drainage channels.
2. Provides project support activities including contacting property owners, negotiating acquisition of easements and roadways, and informing property owners of their rights.
3. Conducts field investigations to review the routes or sites to be acquired.
4. Determines property ownership through investigation of records, field inspections, or other available means.
5. Understands, produces, and maintains correspondence records and agreements along with project files.
6. Reviews legal documents, maps, and plans with a basic understanding of content.
7. Participates in meetings with stakeholders, the public, and clients as needed.
8. Meets engineering and construction schedules by obtaining the necessary right of way within the allotted time.
9. Presents purchase offers to landowners.

10. Prepares deed or easement to convey the property, along with releases for clearing title.
11. Attends property closing at title company.
12. Prepares condemnation submission packets when negotiations are unsuccessful.
13. Submits resolutions to CCRMA Board for approval.
14. Ensures compliance with Federal, State, and local laws; particularly TxDOT and FHWA.
15. Maintain all files pertaining to Right-of-Way acquisitions and TxDOT reimbursements, including all utility relocations.
16. Maintain all reimbursement files for TxDOT projects and update monthly.
17. Maintain all project files to ensure compliance with TxDOT and Federal Highway Administration.
18. Supports and participates in department initiatives and process improvements.
19. Assist with project development.
20. Performs other duties that may be added or changed as the course and scope of the job directs.

EDUCATION AND EXPERIENCE:

1. Ten (10) years of increasingly responsible experience in administration, project coordination, land use, right of way, easement, or utility permits.
2. Right-of-way coordination, rail maintenance or rail construction is preferred.
3. Exceptional analytical skills.
4. Excellent strategic management and project management skills.
5. Skills in collaborating with internal and external resources.
6. Strong written and verbal communications skills.
7. High school graduate or certificate of equivalency.

PREFERRED REQUIREMENTS:

1. Public sector experience.

GENERAL FUNCTIONS:

1. Handling sensitive or confidential information with honesty and integrity.
2. Ensures the integrity of all CCRMA's financial information and supporting documents.
3. Effectively supervises accounting staff and ensures that staff members receive ongoing and regular performance feedback.
4. Performs other duties as requested.

The purpose of this position description is to serve as a general summary and overview of the major duties and responsibilities of the job. It is not intended to represent the entirety of the job nor is it intended to be all-inclusive. Therefore, the position may be required or requested to perform for the CCRMA other work duties not specifically listed herein.

Management reserves the right to modify, defer or rescind this position description at any time, with or without prior notice.

EMPLOYEE ACKNOWLEDGEMENT:

I acknowledge that I have received, read and understand this description of the major duties and responsibilities of my position. I also understand that the position description is not intended to be all-inclusive, and that I may be called upon to perform other duties during the course of my employment.

Employee Signature

Date

*Original – Employee file
Copy - Employee*



POSITION DESCRIPTION: CONSTRUCTION MANAGER

POSITION TITLE: Construction Manager
REPORTS TO: Executive Director
FLSA EXEMPTION: Exempt
POSITION SALARY: \$91,000.00 Including benefits

SUMMARY OF PURPOSE:

The Construction Manager oversees all the building construction projects for the Cameron County Regional Mobility Authority and performs all related duties as required.

PHYSICAL/MENTAL REQUIREMENTS:

1. Uses computer approximately 6-8 hours per day.
2. Uses telephone and email to communicate with staff and others, approximately 6-8 hours per day.
3. Visit project sites; moves about various project sites to review projects.
4. Physical requirements include frequent carrying/lifting 10-25 lbs. and 50-100 lbs. Occasionally, visual acuity, speech and hearing; subject to stooping, crawling, kneeling, handling, twisting, reaching, pushing, and balancing to perform the essential functions.
5. Working conditions are primarily outside with exposure to temperature variations, occasional exposure to damp/wet surfaces, duty conditions, fumes and odors, flammable liquids, and high noise levels.
6. Travel about 40% of the time, must be able to work remotely and at main office.

ESSENTIAL FUNCTIONS:

1. Review's construction plans and specifications for accuracy and recommendations.
2. Liaison person between architects and contractors.
3. Visit's construction sites periodically to verify work done.
4. Assists in construction materials estimate and purchase when needed.
5. Reviews and makes recommendations for change orders.
6. Ensures that jobs are completed efficiently, within regulatory guidelines and projected deadlines.
7. Represents CCRMA at Construction Coordination meetings.
8. Review contractors invoices and recommends approval.
9. Performs related duties as required.

SKILLS AND QUALIFICATIONS:

1. Considerable knowledge of principles and practices of Building Construction and Construction Management.
2. Knowledge of design and construction methods.
3. Ability to work with minimal direction in a fast paced / high-pressure environment.
4. Ability to work independently on assigned tasks as well as to accept direction on given assignments.
5. Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.
6. Ability to problem solve, including resolving difficulties or to settle disputes between Architects and Contractors.
7. Ability to exercise judgment within generally defined practices and policies to select methods and techniques for obtaining solutions.
8. Excellent computer skills including knowledge of a variety of computer software programs including Office Microsoft (Word, Excel, etc.)
9. Must be able to interact and communicate with individuals at all levels of the organization.

EDUCATION AND EXPERIENCE:

1. Bachelor of Science Degree in Construction Management, Civil Engineering, or an Architectural Degree.
2. At least five (5) years of relevant professional experience in a related field.

GENERAL FUNCTIONS:

1. Handling sensitive or confidential information with honesty and integrity.
2. Taking on additional tasks or projects to learn more about management and office operations.
3. Performs other duties as requested.

The purpose of this position description is to serve as a general summary and overview of the major duties and responsibilities of the job. It is not intended to represent the entirety of the job nor is it intended to be all-inclusive. Therefore, the position may be required or requested to perform for the CCRMA other work duties not specifically listed herein.

Management reserves the right to modify, defer or rescind this position description at any time, with or without prior notice.

EMPLOYEE ACKNOWLEDGEMENT:

I acknowledge that I have received, read and understand this description of the major duties and responsibilities of my position. I also understand that the position description is not intended to be all-inclusive, and that I may be called upon to perform other duties during the course of my employment.

Employee Signature

Date

*Original – Employee file
Copy - Employee*

2-G

**CONSIDERATION AND APPROVAL TO TERMINATE ALL NEGOTIATIONS
WITH HALFF & ASSOCIATES ON THE FM 509 PROJECT.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors

From: Pete Sepulveda, Jr. *PSJ*
Executive Director

Date: June 24, 2021

Subj: Items 2G & 2H

On December 12, 2019 the CCRMA Board of Directors authorized staff to enter into negotiations for the FM 509 Project.

Negotiations for the FM 509 Project have not proceeded since the project does not have Functional Classification and was placed on hold.

Per TxDOT's concurrence, CCRMA will proceed with the PE phase with 100% local funds, and therefore the project will not require any reimbursement with federal funds and recommends negotiations with Halff Associates cease.

Additionally, staff recommends approval to advertise for request for qualifications for engineering services for the FM 509 Project.

From: [Norma Garza](#)
To: [Pete Sepulveda, Jr.](#)
Cc: [Pedro Alvarez](#); [Rex Costley](#); [Javier Lopez](#); [Margil Maldonado Jr](#); [Lulu Mayorga](#); [Melba Schaus](#)
Subject: RE: FM 509 Project Development Strategy - 0921-06-254
Date: Tuesday, May 25, 2021 6:45:20 PM

Good evening Pete,

I have confirmed that we do have an executed AFA with CCRMA for the Preliminary Engineering phase of FM 509 Extension. Since CCRMA has elected to proceed with the PE phase with 100% local funds, and therefore not requiring any reimbursement with federal funds at this time while the Functional Classification process is on-going, I concur with CCRMA's proposed method of moving forward with the PE process. TxDOT is a willing partner with CCRMA in the development of this project, and we will work with your staff/consultant throughout this phase by providing reviews/approvals of the necessary engineering documents and environmental reports.

Please work with our TxDOT Project Manager, Mr. Javier Lopez, P.E., to schedule a project kickoff meeting at your convenience.

If you have any further questions or concerns, feel free to contact me.

Regards,

Norma Y. Garza, P.E.

Director of Transportation Planning & Development
TxDOT- Pharr District
Email: norma.garza@txdot.gov
Mobile: (956) 638-3518

From: Pete Sepulveda, Jr. [mailto:psepulveda@ccrma.org]
Sent: Tuesday, May 25, 2021 3:51 PM
To: Norma Garza <Norma.Garza@txdot.gov>
Cc: Pedro Alvarez <Pedro.Alvarez@txdot.gov>; Rex Costley <Rex.Costley@txdot.gov>; Javier Lopez <Jose.J.Lopez@txdot.gov>; Margil Maldonado Jr <Margil.Maldonado@txdot.gov>; Lulu Mayorga <lmayorga@ccrma.org>
Subject: FM 509 Project Development Strategy - 0921-06-25

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Norma, in order to expedite the project development of the FM 509 project, the CCRMA has elected to proceed with funding the PE phase of the project with 100% local funds. Since there is an executed AFA with TxDOT and is 100% funded for construction in the TIP/STIP we understand that

TxDOT should be able to review and approve engineering documents and environmental reports concurrently with the Functional Classification (FC) process.

We understand FC takes time and since we are currently slated for a FY 2023 letting and need to perform ROW acquisition as part of this project we need to move forward with a more aggressive project development approach using local monies. We would like to keep the existing AFA in place for project development purposes and after FC process is complete, request an amendment to the planning documents and AFA to reallocate monies currently slated for use in the PE phase to other phases. As evidenced by the item on the TxDOT agenda for the Commission's Thursday meeting of the on system designation of this project, I know TxDOT is fully committed to the partnership towards the development and construction of this project.

Please advise if TxDOT approves of this method of moving forward with the PE process and will review and approve documents so that we may proceed with this project development strategy as quickly as possible. If we receive concurrence, the CCRMA will be requesting a project kickoff meeting in the near future with TxDOT to get things moving.

Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575
956.621.5571
psepulveda@ccrma.org
ccrma.org



**2-H CONSIDERATION AND APPROVAL TO ADVERTISE FOR REQUEST FOR
QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE FM 509
PROJECT.**

- 2-I CONSIDERATION APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES 2021; APPROVAL AND DESIGNATION OF PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS ; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO.**

RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES 2021; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

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Exhibit C: Pricing Certificate
Exhibit D: Paying Agent/Registrar Agreement

RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES 2021; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

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

ARTICLE I

RECITALS

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

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

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

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

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

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

WHEREAS, the Authority has previously entered into the Indenture of Trust dated as of April 1, 2010 and the First Supplemental Trust Indenture, dated September 1, 2014 (collectively, the "Indenture"), each between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"); and

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that it is in the Authority's best interest to issue its Vehicle Registration Fee Revenue Bonds, Series 2021 (the "Bonds"), in the aggregate principal amount not to exceed \$4,500,000, for the purpose of financing the Project (as herein defined) and secured by Pledged Revenues (inclusive of the Vehicle Registration Fees) through the Indenture, a copy of which is attached hereto as **Exhibit B**, all pursuant to the authority provided in Chapter 370, Texas Transportation Code, and Chapters 1201, 1202, 1204, and 1371, Texas Government Code, as amended and upon the terms and conditions described herein; and

WHEREAS, pursuant to Chapter 1371, Texas Government Code, as amended, to facilitate the issuance of the Bonds, the Authority shall appoint and delegate certain responsibilities to a Pricing Committee (as defined herein), which shall determine the dated date, interest rates, interest payment dates, principal payment dates, redemption features, form of bond, principal amount of the Bonds, series designation, the amount to mature each year, and other matters, all as further detailed herein; and

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

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

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

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

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

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

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

"Annual Filing Date" shall mean any date not later than six months after the end of the Fiscal Year, commencing with the Fiscal Year ending September 30, 2021.

"Annual Financial Information" shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings ["TABLE 1 –

VEHICLE REGISTRATION AND VEHICLE REGISTRATION FEE HISTORY,” “TABLE 2 – PRO FORMA DEBT SERVICE REQUIREMENTS,” “TABLE 3 – PRO FORMA DEBT SERVICE COVERAGE,” “TABLE 4 – CONDENSED OPERATING STATEMENTS OF THE AUTHORITY,” “TABLE 5 – CURRENT INVESTMENTS”] and in Appendix B of the Official Statement, as may be further described in the Pricing Certificate.

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

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

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

“Bond” or “Bonds” shall mean the Authority’s Vehicle Registration Fee Revenue Bonds, Series 2021, authorized by this Resolution and the Pricing Certificate.

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

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

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

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

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

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

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

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

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, with the web address www.emma.msrb.org.

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

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

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

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

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

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

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

“Interest Payment Date” shall mean, with respect to the Bonds, February 15, 2022, and each August 15 and February 15 thereafter until maturity or redemption.

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

“MSRB” shall mean the Municipal Securities Rulemaking Board.

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

“Parity Bonds” shall mean currently outstanding obligations comprised of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2014, Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2017, and Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds, Series 2019, those obligations of the Authority authorized pursuant to Article V hereof, and any Additional Parity Bonds issued, but only to the extent such bonds remain Outstanding.

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

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

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

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

“Project” shall mean the acquisition, construction and maintenance of any Authority project, as approved by the Authority from time to time, and related improvements.

“Project Costs” shall mean any costs associated with the Project that are authorized under the Authorizing Law to be paid with proceeds of the Bonds.

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

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

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

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

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

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

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

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$4,500,000 and shall be known and designated as "CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS, SERIES 2021" or having such other title or titles as may be designated in the Pricing Certificate, issued in one or more series as designated in the Pricing Certificate. The Bonds shall be issued for the purpose of (i) paying Project Costs, (ii) funding the Debt Service Reserve Account, and (iii) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date and Interest Payment Dates. The Bonds shall mature not later than February 15, 2041, shall be dated on the date set forth in Officer's Pricing Certificate (the "Dated Date") and in the amounts as set forth in the Pricing Certificate. The Bonds shall be subject to optional redemption as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates set forth in the Pricing Certificate from the later of the Issuance Date, as set forth in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable initially as set forth in the Pricing Certificate, and semiannually thereafter on February 15 and August 15 of each year until maturity or earlier redemption.

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

Section 3.4 Selling and Delivering the Bonds. As authorized by Chapter 1371, Texas Government Code, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds, including without limitation the approval of the Bond Purchase Agreement with the Initial Purchaser, such sale being authorized by negotiated sale, competitive sale, or direct placement as determined by the Pricing Committee, and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including without limitation, the number of series (or subseries) of Bonds to be issued and the principal amount of each series or subseries, determining the price at which each series or subseries of the Bonds will be sold, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for such series of Bonds, the principal amount to mature in each of such years, the rate of interest to be

borne by each such maturity, any redemption provisions for the Bonds, the selection of a Bond Insurer or Reserve Fund Surety Provider, if any, whether and/or all other matters not expressly provided in this Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the Bonds shall have a true interest cost of not greater than 3.5% per annum;
- (ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the aggregate principal amount of the Bonds shall not exceed \$4,500,000;
- (iv) the requirements set forth in Section 3.02 of the Indenture must be satisfied;
- (v) the Bonds may be designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code as further detailed in the Pricing Certificate; and
- (vi) the Authority may purchase a bond insurance policy or Reserve Fund Surety Policy only if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be certified in the Pricing Certificate.

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

Section 3.6 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fees, which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds. The Bonds shall be secured by and payable from a senior lien on and pledge of the Pledged Revenues as set forth in the Indenture. The Owners of the Bonds shall never have the right to demand payment of either the principal of or interest on the Bonds out of any funds raised or to be raised by taxation.

Section 3.7 Execution of the Bonds.

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

(b) In the event that any officer of the Authority whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

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

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

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

If the date for the payment of principal or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such

date shall have the same force and effect as if made on the original date such payment was originally due.

Section 3.9 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

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

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

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

Section 3.12 Book-Entry Only System.

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

Section 3.13 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability

through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

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

Section 3.15 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

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

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

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

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date (including any Special Payment Date) or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption during the period beginning thirty days prior to the date fixed for

redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

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

Section 3.17 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

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

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

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

extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

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

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

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

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

ARTICLE IV

FORM OF BOND

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

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

ARTICLE V

ADDITIONAL BONDS

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

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

ARTICLE VI

RESERVED

Section 6.1 Article VI is reserved.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

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

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

(a) The Reserve Requirement for the Bonds shall be transferred into the Debt Service Reserve Account;

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

(c) The remaining proceeds of the Bonds will be transferred to the Depository for deposit into the Project Fund and used to pay any and all Project Costs; provided that upon

completion of the Project surplus monies remaining in the Project Fund shall be transferred to the Debt Service Fund.

Section 7.3 Debt Service Reserve Account. The Debt Service Reserve Account is the sole reserve account held under the Debt Service Reserve Fund for the Parity Bonds. At the written direction of the Authority, the Trustee may transfer any amount greater than the Reserve Requirement in the Debt Service Reserve Account to the Debt Service Fund.

ARTICLE VIII

FEDERAL TAX COVENANTS

Section 8.1 General. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Authority covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Authority in connection with the Bonds.

Section 8.2 No Private Activity Bonds. The Authority covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes any Bond to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

Section 8.3 No Federal Guarantee. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 8.4 No Hedge Bonds. The Authority covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

Section 8.5 No Arbitrage Bonds. The Authority covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

Section 8.6 Required Rebate. The Authority covenants that, if the Authority does not qualify for an exception to the requirements of section 148(f) of the Code, the Authority will comply with the requirement that certain amounts earned by the Authority on the investment of the gross proceeds of the Bonds, be rebated to the United States.

Section 8.7 Information Reporting. The Authority covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

Section 8.8 Record Retention. The Authority covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

Section 8.9 Registration. If the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

Section 8.10 Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Authority will not be required to comply with any of the federal tax covenants set forth above if the Authority has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 8.11 Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the Authority, this Resolution serves as the Authority's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount authorized by this Resolution for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

Section 8.12 Continuing Compliance. Notwithstanding any other provision of this Resolution, the Authority's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.1 Annual Reports.

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

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

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

Section 9.2 Event Notices.

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

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events adversely affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the Authority;¹

¹ Note to Subsection 9.2(12): For the purposes of the event identified in such subsection, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the

(xiii) the consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) the appointment of a successor or additional trustee or the change in the name of the trustee, if material;

(xv) incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and²

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Authority, any of which reflect financial difficulties.²

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

Section 9.3 Limitations, Disclaimers, and Amendments.

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

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

Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

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

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

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

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

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

The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Authority so amends the provision of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 9.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid.

ARTICLE X

MISCELLANEOUS

Section 10.1 Authorization of Agreements. The Board hereby approves the issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the Bond Purchase Agreement entered into with the Initial Purchaser and the following: the Officer's Pricing Certificate in the form attached hereto as **Exhibit C** and the Paying Agent/Registrar Agreement by and between the Authority and The Bank of New York Mellon Trust Company, N.A., in the form attached hereto as **Exhibit D** (collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

Section 10.2 Bond Counsel: Appointment and Acceptance. Bracewell LLP, Houston, Texas, is hereby appointed to act as Bond Counsel for the Bonds.

Section 10.3 Offering Documents. The Board hereby authorizes and approves, in connection with the sale of the Bonds, the preparation and distribution of a Preliminary Official Statement. The Preliminary Official Statement will be approved and deemed "final" by the Pricing Committee or its designee except for certain omissions as permitted under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Pricing Committee or its designee is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto.

Section 10.4 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority's obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, any Bond Insurer or issuer of a Reserve Fund Surety Policy, Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority's permanent records.

Section 10.5 Further Proceedings. The Chairman, Vice Chairman, Secretary, Assistant Secretary, other appropriate officials of the Authority and Bond Counsel are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent,

purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 10.6 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10.7 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 10.8 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 10.9 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Owners of the Bonds.

Section 10.10 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

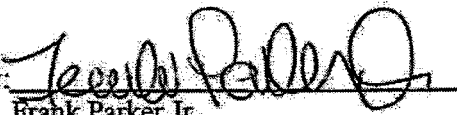
Section 10.11 Changes to Resolution. The Authority's Executive Director and Bond Counsel are hereby authorized to make changes to the text of this Resolution if necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the Bonds herein authorized.

Section 10.12 Perfection of Security. Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Bonds and the pledge of the proceeds of the Pledged Vehicle Fees thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds or any Parity Bonds are Outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Vehicle Fees is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds and any Parity Bonds a security interest in such pledge, the Authority agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 10.13 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

[Signature Page Follows]

PASSED AND APPROVED this 24th day of June, 2021.

By: 
Frank Parker Jr.
Chairman, Board of Directors

ATTEST:


By: 
Arturo Nelson
Secretary, Board of Directors

EXHIBIT A

FORM OF BOND

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

NUMBER

REGISTERED

DENOMINATION

\$ _____
REGISTERED

UNITED STATES OF AMERICA
STATE OF TEXAS
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
VEHICLE REGISTRATION FEE REVENUE BONDS,
SERIES 2021

INTEREST
RATE:
%

MATURITY
DATE
February 15, 20__

ISSUANCE
DATE

CUSIP
NUMBER

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "Authority"), a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and political subdivision of the State of Texas, for value received, promises to pay, but solely from certain Pledged Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated corporate trust offices of the Paying Agent/Registrar (the "Paying Agent/Registrar"), initially, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Pledged Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date identified above, or the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest on this Bond is payable on February 15 and August 15, beginning on February 15, 2022, by check or by such other method acceptable to the Paying Agent/Registrar, mailed to the Registered Owner as shown on the books of registration kept by the Paying Agent/Registrar as of the first (1st) calendar day of the month next preceding each interest payment date, or by such other method acceptable to the Paying Agent/Registrar. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for

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

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

THIS BOND, dated as of _____, is one of a duly authorized series of Bonds aggregating \$_____, issued for the purpose of (i) paying the Project Costs, (ii) funding the Debt Service Reserve Account, and (iii) paying Costs of Issuance, all under and pursuant to the authority of the Authorizing Law, and a resolution adopted by the Authority on _____, 2021 as well as the pricing certificate adopted on _____, 2021 (the "Resolution").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(AUTHENTICATION
CERTIFICATE)

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY


Chairman, Board of Directors


Secretary, Board of Directors

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

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

XXXXXXXXXXXXX

Comptroller of Public Accounts of
the State of Texas

(SEAL)

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

AUTHENTICATION CERTIFICATE

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

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

By: _____

Authorized Signature

Date of Authentication: _____

(d) Form of Assignment

Assignment

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

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

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

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

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

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

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

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

EXHIBIT B

INDENTURE OF TRUST AND FIRST SUPPLEMENTAL INDENTURE

EXHIBIT C

PRICING CERTIFICATE

EXHIBIT D

PAYING AGENT/REGISTRAR AGREEMENT

**2-J CONSIDERATION AND POSSIBLE ACTION TO RESCIND THE ACTION
TAKEN BY THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOARD OF DIRECTORS AT THEIR JUNE 3, 2021 SPECIAL MEETING ON
AGENDA ITEM 2K, CONSIDERATION AND APPROVAL TO AWARD BID
NUMBER 2021-001 FOR THE CAMERON COUNTY PARKS
ADMINISTRATION BUILDING AND TO APPROVE CONTRACT FOR SUCH
AWARDED BID.**

**2-K CONSIDERATION AND APPROVAL TO TERMINATE ALL NEGOTIATIONS
WITH PEACOCK GENERAL CONTRACTOR AS IT RELATES TO CCRMA
BID NUMBER 2021-001.**

**2-L CONSIDERATION AND APPROVAL TO AWARD BID NUMBER 2021-001 FOR
THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING AND TO
APPROVE CONTRACT FOR SUCH AWARDED BID.**

**2-M CONSIDERATION AND APPROVAL TO EXTEND THE LETTER OF
ENGAGEMENT WITH BURTON MCCUMBER LONGORIA FOR AN
ADDITIONAL YEAR.**

The Right Choice.

BML

Brownsville - McAllen

Burton
McCumber
& Longoria, LLP
CPA's & Advisors

August 12, 2021

Board of Directors
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575

Dear members of the Board,

We are pleased to confirm our understanding of the services we are to provide the Cameron County Regional Mobility Authority (Authority), a component unit for Cameron County, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Employer's Net Pension Liability and Related Ratios
- 3) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State of Texas Single Audit Circular*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the State of Texas Single Audit Circular and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Directors of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal/state awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal/state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State of Texas Audit Circular requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal/state statutes, regulations, and the terms and conditions of federal/state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State of Texas Single Audit Circular*.

Other Services

We may also assist in preparing the financial statements, schedule of federal/state awards, including the Data Collection Form, and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal/state awards, related notes, and pension journal entry services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal/state awards, and for evaluating, and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal/state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal/state statutes) and provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence and (4) access to personnel accounts, books, records, supporting documentation and other information as needed to perform an audit under the Uniform Guidance.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal/state statutes, regulations, and the terms and conditions of federal/state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal/state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal/state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal/state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal/state awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal/state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal/state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal/state awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes

relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for financial statements, schedule of expenditures of federal/state awards, and related notes preparation services and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal/state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee both the audit and non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Burton McCumber and Longoria, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal/state agencies or its designee, providing direct or indirect funding, or the U.S. government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber and Longoria, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal/state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ben Peña is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. His responsibilities include supervising Burton

McCumber & Longoria, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. **We estimate that our audit fee for the services described in this letter will be \$30,090 plus out-of-pocket expenses.** Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, you and we agree that any controversy, dispute or claim (whether in tort, contract, statutory or otherwise) and/or disagreements concerning the breach hereof, or any other dispute or disagreement between the parties hereto, shall first be submitted to non-binding mediation administered by the American Arbitration Association under the Dispute Resolution Rules of Professional Accounting Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If not resolved in such mediation, thereafter settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator(s) sitting in Brownsville, Cameron County, Texas. Any award by an arbitrator(s) shall be binding in all parties to this Agreement. The cost of any mediation or arbitration proceedings shall be shared equally by both parties. Any liability resulting from any award as a result of mediation or arbitration shall be limited to a return of the fees paid for the services included in this engagement letter.

The Authority agrees to hold harmless and indemnify Burton McCumber & Longoria, L.L.P. from any and all claims against (or from) the Authority or other third parties which arise from the withholding or concealment of information or known misrepresentations made to Burton McCumber & Longoria, L.L.P. by the Authority's governance, management, employees or its representatives in connection with this engagement. The provisions of this paragraph shall apply regardless of the nature of the claim; including the negligence of any party.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. If we receive a summons or subpoena requesting that we produce documents from this engagement or testify about this engagement and we are not prohibited from doing so by law or regulation, we agree to inform you of such requests as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. As long as we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as fees and expenses of our counsel, incurred in responding to such requests.

Cameron County Regional Mobility Authority – Audit 2021

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. A copy of our peer review is included below as an attachment. In addition, a copy of our most recent peer review report can be obtained online at www.aicpa.org.

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

This engagement includes only those services specifically described in this letter. Costs and time spent in responding to or appearing before judicial proceedings, governmental organizations, or regulatory bodies, whether by request or subpoena, arising out of this engagement will be billed to you separately.

We appreciate the opportunity to be of service to Cameron County Regional Mobility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
BURTON McCUMBER & LONGORIA, LLP



Ben Peña, CPA, CFE, CVA
Partner

BP/sp

RESPONSE:

This letter correctly sets forth the understanding of Cameron County Regional Mobility Authority

Management signature: PLM

Title: Executive Director

Date: 08-26-21

Governance signature: Isabel Parker Jr.

Title: Chairman

Date: _____