

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 22nd day of July 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
ABSENT

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

AL VILLARREAL
DIRECTOR

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 19th day of July 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Acknowledgement of Claims.

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

Treasurer Villarreal moved to acknowledge the Claims as presented. The motion was seconded by Director Esparza and carried unanimously.

The Claims are as follows:

2-B Approval of Claims.

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

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

The Claims are as follows:

2 -C Consideration and Approval of the Financial Statements and Budget Amendments for the month of June 2021.

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

Treasurer Villarreal moved to approve the financial statements for June 2021. The motion was seconded by Director Esparza and carried unanimously.

The Financial Statements as follows:

2-D Consideration and Approval of the Quarterly Investment Report for the Period Ending May 31, 2021.

Mr. Victor Barron, RMA Controller, went over the Quarterly Investment Report.

Treasurer Villarreal moved to approve the quarterly investment report. The motion was seconded by Secretary Nelson and carried as follows:

Ayes: Parker, Nelson, Villarreal and Villegas

Nayes:

Abstain: Esparza, Garza

Note: Directors Esparza and Garza submitted affidavits and abstained from discussion and vote.

The Quarterly Investment Report is as follows:

2 – E Consideration and Approval of an Agreement for Financial Advisory Services between the Cameron County Regional Mobility Authority and Estrada Hinojosa & Company, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need for the Financial Advisory Agreement with Estrada Hinojosa & Company, Inc.

Secretary Nelson moved to approve the Agreement with Estrada Hinojosa & Company, Inc. for 120 day period. The motion was seconded by Director Esparza and carried unanimously.

The Financial Advisory Agreement is as follows:

2 – F Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 21 with S&B Infrastructure for the West Rail Trail.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Supplemental Work Authorization No. 2 to Work Authorization No. 21 with S&B Infrastructure on the West Rail Trail Project.

Director Esparza moved to approve Supplemental Work Authorization No. 2 to Work Authorization No. 21 on the West Rail Trail Project subject to final legal review. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

2 – G Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 05 with Halff & Associates for the Whipple Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Supplemental Work Authorization No. 1 to Work Authorization No. 5 with Halff Associates on the Whipple Road Project.

Treasurer Villareal moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 5 on the Whipple Road Project subject to final legal review. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

2 - H Discussion and possible action to approve 100% Complete Construction Plans for the Cameron County Parks Isla Blanca Toll Booths and proceed to advertise for bids for construction in August 2021.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that the County was ready to proceed with advertising for the Cameron County Parks Isla Blanca Toll Booths.

Secretary Nelson made a motion to authorize Staff to proceed with advertising for the Cameron County Parks Isla Blanca Toll Booths. The motion was seconded by Director Esparza and carried unanimously.

2-I Consideration and Approval of Resolution Regarding West Rail Trail Project and Authorizing Chairman Parker to Sign any Necessary Documents.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need for the Resolution for the West Rail Trail Project.

Director Esparza moved to approve the Resolution for the West Rail Trail Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Resolution is as follows:

2-J Consideration and Approval of an Amended Interlocal Agreement between Cameron County Regional Mobility Authority and City of Brownsville for the West Rail Trail Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need for the Resolution for the West Rail Trail Project.

Director Esparza moved to approve the Resolution for the West Rail Trail Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Amended Interlocal is as follows:

2-K Consideration and Acceptance of the SH 550 Assessment by Halff & Associates.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the SH 550 Assessment Report completed by Halff & Associates.

Director Esparza made a motion to accept the SH 550 Assessment Report completed by Halff & Associates. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Assessment Report is as follows:

2-L Consideration and Approval of Third Amendment to the Cameron County Regional Mobility Authority Personnel Policies & Procedures.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose of the Third Amendment to the Cameron County Regional Mobility Authority Personnel Policies & Procedures.

Director Esparza made a motion to approve the Third Amendment to Cameron County Regional Mobility Authority Personnel Policies & Procedures. The motion was seconded by Secretary Nelson and carried unanimously.

The Third Amendment is as follows:

2-M Discussion and Possible Action Regarding Bid Number 2021-001 for the Cameron County Parks Administration Building.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need to reject all bids regarding Bid Number 2021-001.

Director Esparza made a motion to reject all bids regarding Bid Number 2021-001. The motion was seconded by Secretary Nelson and carried unanimously.

Director Esparza made a motion to go into executive session at 12:28 PM. The motion was seconded by Director Garza 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's Legal Counsel Regarding Legal Issues associated with the Whipple Road Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).
- E. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the Agreement between the Cameron County Regional Mobility Authority and Estrada Hinojosa & Company, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

Director Garza made a motion to come back into open session at 1:12 PM. The motion was seconded by Secretary Nelson carried unanimously.

4 -A Possible Action

Director Esparza made a motion to proceed as discussed in Executive Session. The motion was seconded by Treasurer Villarreal and carried unanimously.

4-B Possible Action

Director Esparza made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Treasurer Villarreal and carried unanimously.

4-C Possible Action

Director Esparza made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Treasurer Villarreal and carried unanimously.

4-D Possible Action

Director Esparza made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Treasurer Villarreal and carried unanimously.

4-E Possible Action

Director Esparza made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Treasurer Villarreal and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Garza and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:14 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
July 22, 2021
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.
 - A. Acknowledgement of Claims.
 - B. Approval of Claims.
 - C. Consideration and Approval of the Financial Statements and Budget Amendments for the month of June 2021.
 - D. Consideration and Approval of the Quarterly Investment Report for the Period Ending May 31, 2021.
 - E. Consideration and Approval of an Agreement for Financial Advisory Services between the Cameron County Regional Mobility Authority and Estrada Hinojosa & Company, Inc.
 - F. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 21 with S&B Infrastructure for the West Rail Trail.
 - G. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 05 with Halff Associates, Inc. for the Whipple Road Project.
 - H. Discussion and possible action to approve 100% Complete Construction Plans for the Cameron County Parks Isla Blanca Toll Booths and proceed to advertise for bids for construction in August 2021.
 - I. Consideration and Approval of Resolution Regarding West Rail Trail Project and Authorizing Chairman Parker to Sign any Necessary Documents.
 - J. Consideration and Approval of an Amended Interlocal Agreement between Cameron County Regional Mobility Authority and City of Brownsville for the West Rail Trail Project.
 - K. Consideration and Acceptance of the SH 550 Assessment by Halff Associates, Inc.
 - L. Consideration and Approval of Third Amendment to the Cameron County Regional Mobility Authority Personnel Policies & Procedures.
 - M. Discussion and Possible Action Regarding Bid Number 2021-001 for the Cameron County Parks Administration Building.

3. EXECUTIVE SESSION:

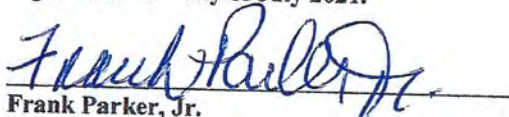
- A. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.
- B. Confer with the Cameron County Regional Mobility Authority's Legal 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's Legal Counsel Regarding Legal Issues associated with the Whipple Road Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).
- E. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the Agreement between the Cameron County Regional Mobility Authority and Estrada Hinojosa & Company, Inc., 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

ADJOURNMENT:

Signed this 19th day of July 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-A ACKNOWLEDGEMENT OF CLAIMS.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims July 15, 2021



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
ROL Consulting LLC	122	8,000.00	ROL consulting Jun 2021	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 7.12.21	42.17	Travel Reimbursement ET 7.12.21	Indirect	Y	Local	Ope
Locke Lord LLP	1571589	809.69	Locke Lord Legal Services Mar 2020	Indirect	Y	Local	Ope
Locke Lord LLP	1571590	91.13	Locke Lord Legal Services Mar 2020	Indirect	Y	Local	Ope
Locke Lord LLP	1601386	91.13	Locke Lord Legal Services Aug 2020	Indirect	Y	Local	Ope
Locke Lord LLP	1622772	425.25	Locke Lord legal Services Nov 2020	Indirect	Y	Local	Ope
Locke Lord LLP	1630346	1,338.39	Locke Lord Legal Services Dec 2020	Indirect	Y	Local	Ope
Locke Lord LLP	1638823	972.02	Locke Lord Legal Services Jan 2021	Indirect	Y	Local	Ope
Locke Lord LLP	1641795	394.88	Locke Lord Legal Services Feb 2021	Indirect	Y	Local	Ope
Locke Lord LLP	1651911	75.94	Locke Lord legal Services Apr 2021	Indirect	Y	Local	Ope
Locke Lord LLP	1651912	5,609.05	Locke Lord Legal Services Apr 2021	Indirect	Y	Local	Ope
Locke Lord LLP	1656478	10,019.33	Locke Lord Inv 1656478	Indirect	Y	Local	Ope

100 Operations

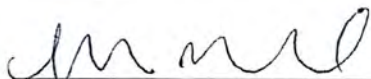
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
MPC Studios, Inc	30465	125.00	MPC Studios July 2021	Indirect	Y	Local	Ope
County	TRA000048	54.00	TAC 2020-2021 DIR	Indirect			
Inforamtion			Cetrified Cybersecurity				
Resources Agency			Training course		Y	Local	Ope
Time Warner	0121858070921	1,161.51	Spectrum Tolls July	Indirect			
Cable Business			2021				
Class					Y	Local	Ope
Toshiba Financial	38043357	311.23	Toshiba Admin Jul	Indirect	Y	Local	Ope
Services			2021				
Valley Municipal	VMUD Jun 2021 Ste 3	34.55	VMUD Jun 2021 Ste 3	Indirect	Y	Local	Ope
Utility District							
Valley Municipal	VMUD Jun 2021 Ste 4	36.06	VMUD Jun 2021 Ste 4	Indirect	Y	Local	Ope
Utility District							
Valley Municipal	VMUD Jun 2021 Ste 5	34.55	VMUD Jun 2021 Ste 5	Indirect	Y	Local	Ope
Utility District							
Valley Municipal	VMUD Jun 2021 Ste 6	34.55	VMUD Jun 2021 Ste 6	Indirect	Y	Local	Ope
Utility District							
Valley Municipal	VMUD Jun 2021 Ste 7	34.92	VMUD Jun 2021 Ste 7	Indirect	Y	Local	Ope
Utility District							
		<u>29,695.35</u>					

525 Tolls

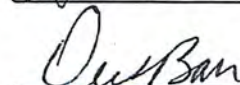
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Law Enforcement Systems LLC	1004753	611.52	Duncan Solutions DMV Jun 2021	Indirect	Y	Local	Tolls
Janett Huerta	Travel JH 7.6.21	107.30	Travel Reimbursement JH 7.6.21	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCR-2106	3,405.48	Fagan Operation Support Jun 2021	Indirect	Y	Local	Tolls
Fagan Consulting LLC	TCSI-2106	8,548.80	Fagan Toll Collection System Implem Jun 2021	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20210630	110.13	LexisNexis Jun 2021	Indirect	Y	Local	Tolls
Matus Contractor Company	326	200.00	Matus Tree removed and trash taken out FM 550	Indirect	Y	Local	Tolls
Matus Contractor Company	336	120.00	Matus Fm550 Tree removal and trash out Jul 2021	Indirect	Y	Local	Tolls
Professional Account Management, LLC	PAM JL 7.13.21	269.27	PAM Collections for JL 7.13.21	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Jul 2021	228.84	PUB 588837 Jul 2021	Port Spur - SH550	Y	Local	Tolls
Quadient Leasing USA, Inc.	N8938138	1,061.10	Quadient July 2021	Indirect	Y	Local	Tolls
County Inforamtion Resources Agency	TRA000048	99.00	TAC 2020-2021 DIR Cetrified Cybersecurity	Indirect	Y	Local	Tolls
Teecsidel SA	721	2,652.25	Teecsidel Maintenance Jun 2021	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Temp Control, Inc.	300980	400.00	Temp Control DC77 South Bound Gentry replaced condenser fan- Replacement check	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles	TxDMV Replen 7.13.21	5,000.00	TxDMV Replenishment 7.13.21	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	997	3,280.00	Rentfro & Irwin legal services June 2021	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0121858070921	1,161.50	Spectrum Tolls July 2021	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Jun 2021 Tolls	39.83	VMUD Jun 2021 Tolls	Indirect	Y	Local	Tolls
		<u>27,295.02</u>					
Operations		\$ 29,695.35					
Tolls		<u>27,295.02</u>					
Total Transfer		<u>\$ 56,990.37</u>					

Reviewed by:


Monica R. Ibarra,
Accounting Clerk

 7.15.21

Victor J. Barron,
Controller

 7.15.21

Pete Sepulveda Jr.,
Executive Director

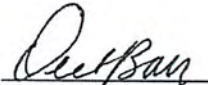
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Wire Transfer Request

To: Pete Sepulveda
From: Monica R Ibarra
Date: 7/15/2021
Re: Wire Transfer

Date	Vendor	Description	Invoice Number	Funding Source	To	Amount
7/15/2021	ROL Consulting, LLC	Consulting Services June 2021	122	Operations	Claims	\$ 8,000.00
7/15/2021	Duncan Solutions	DMV Record June 2021	1004753	Tolls	Claims	611.52
7/15/2021	Tecsidel SA	Maintenance June 2021	721	Tolls	Claims	2,652.25
						<u>\$ 11,263.77</u>


Victor J. Barron, Controller


Pete Sepulveda, Jr. Executive Director

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims July 8, 2021



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX June 2021	3,301.65	AMEX June 2021	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 6.30.21	7.99	Culligan June 2021	Indirect	Y	Local	Ope
		<u>3,309.64</u>					

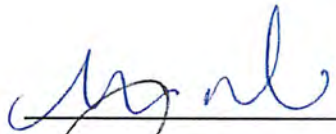
525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX June 2021	737.53	AMEX June 2021	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 6.30.21	78.92	Culligan June 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 Jun 2021	262.17	PUB 600710 Jun 2021	Direct Connectors - SH550	Y	Local	Tolls
Time Warner Cable Business Class	2868066070321	290.22	Spectrum 8066 July 2021	Direct Connectors - SH550	Y	Local	Tolls
Verizon Wireless	9882591195	88.38	Verizon Wireless Jun	Indirect	Y	Local	Tolls
		<u>1,457.22</u>					

Operations	\$	3,309.64
Tolls		<u>1,457.22</u>
Total Transfer	\$	<u>4,766.86</u>

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

 7.8.21

Victor J. Barron,
Controller

 7.8.21

Pete Sepulveda Jr.,
Executive Director

 07.08.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims June 30, 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 July 20:	4,460.00	Admin Rent July 2021	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI June 20:	45.81	Travel Expense June 2021 MRI	Indirect	Y	Local	Ope
Gexa Energy, LP	32670839	54.49	Gexa June 2021 Ste 6	Indirect	Y	Local	Ope
JWH and Associates, Inc.	321	12,218.04	JWH Flor De Mayo Presidential Permit App May 2021	Flor De Mayo Bridge	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62107	5,991.96	TML Health July 2021	Indirect	Y	Local	Ope
		<u>22,770.30</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	211760046036492	254.93	Direct Energy June 2021 570 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	211760046036493	401.35	Direct Energy June 2021 1895 Fm 511 #1	FM1847 - SH550	Y	Local	Tolls
Enrique Mata	EM Custodial 6.2.21	42.00	Enrique Mata Custodial work 6.2.21	Indirect	Y	Local	Tolls
Gexa Energy, LP	32675351	63.93	GEXA June 2021 1505 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Gexa Energy, LP	32675732	70.62	GEXA June 2021 1705 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
E.A. Stone dba Gulf Data Products	Gulf Data 6.29.21	3,355.00	Gulf Data Products 6.29.21	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI00499	14,274.00	Kapsch Toll System Maint Support May 2021	Indirect	Y	Local	Tolls
Prisciliano Delgado	10723	250.00	Prisciliano Lawn Care Jun 2021	Indirect	Y	Local	Tolls
Temp Control, Inc.	300993	160.00	Temp Control Inv 300993 5.14.21	Indirect	Y	Local	Tolls
Temp Control, Inc.	301078	240.00	Temp Control Inv 301078 5.21.21	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62107	4,047.36	TML Health July 2021	Indirect	Y	Local	Tolls
United States Postal Service	USPS Replen 6.28.21	15,000.00	USPS Replenish 6.28.21	Indirect	Y	Local	Tolls
US Post Master	FirstClass Permit 21	245.00	Postmaster Permit fee First class presort 2021	Indirect	Y	Local	Tolls
		<u>38,404.19</u>					
	Operations	\$ 22,770.30					
	Tolls	<u>38,404.19</u>					
	Total Transfer	<u>\$ 61,174.49</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk*Monica R Ibarra* 6.30.21Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

6/30/2021

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Pete Sepulveda Jr,
Executive Director

DocuSigned by:

PJ81

6/30/2021

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Wire Transfer Request

To: Pete Sepulveda
From: Monica R Ibarra
Date: 6/30/2021
Re: Wire Transfer

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Funding Source</u>	<u>To</u>	<u>Amount</u>
6/30/2021	JWH & Associates, Inc.	Flor De Mayo Presidential Permit Apr 2021	221	Operations	Claims	\$ 22,469.20
6/30/2021	JWH & Associates, Inc.	Flor De Mayo Presidential Permit May 2021	321	Operations	Claims	\$ 12,218.04
						<u>\$ 34,687.24</u>

DocuSigned by:

A blue ink signature of Victor J. Barron.

6/30/2021

811FAAF829A74DA...
Victor J. Barron, Controller

DocuSigned by:

A blue ink signature of Pete Sepulveda, Jr.

6/30/2021

1A92BEDAE9C45A...
Pete Sepulveda, Jr. Executive Director

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims June 23, 2021



100 Operations

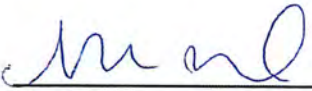
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	211730046002067	\$ 48.14	Direct Energy June 2021 Ste 7	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211730046002068	97.40	Direct Energy June 2021 Ste 3	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211730046002069	44.30	Direct Energy June 2021 Ste 5	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211730046002070	51.22	Direct Energy June 2021 Ste 4	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1967849	67.50	LoneStar shredding June 2021	Indirect	Y	Local	Ope
Smith-Reagan & Associates, Inc DBA Smith-Reagan Insurance Ag	72276634 7.16.21	50.00	CNA Surety JH 7.16.21	Indirect			
					Y	Local	Ope
			<u>358.56</u>				

525 Tolls

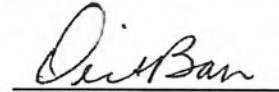
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas Department of Information	21021558N	\$ 1,071.74	DIR 21021558N Feb 2021	Indirect	Y	Local	Tolls
Texas Department of Information	21051561N	1,071.74	DIR May 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	211730046001017	262.92	Direct Energy June 2021 Tolls	Indirect	Y	Local	Tolls
Matus Contractor Company	329	2,800.00	Matus Gap 1 grass, garbage, herbicide June 2021	Indirect	Y	Local	Tolls
Matus Contractor Company	330	4,000.00	Matus Section 1 grass, garbage, herbicide June 2021	Indirect	Y	Local	Tolls
Republic Services	0863-002024905	50.86	Republic Services Jul-Aug 2021	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles	TXDMV Replen 6.21.21	5,000.00	TX DMV Replenishment 6.21.21	Indirect	Y	Local	Tolls
Toshiba Financial Services	37974500	296.86	ToshibaTolls June 2021	Indirect	Y	Local	Tolls
		<u>14,554.12</u>					
Operations		\$ 358.56					
Tolls		<u>14,554.12</u>					
Total Transfer		<u>\$ 14,912.68</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

 06.23.21

Victor J. Barron,
Controller

 06.23.21

Pete Sepulveda Jr.,
Executive Director

 06.24.21

2-B APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims July 22, 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	U2716.120-08	91,946.68	S&B Old Alice Rd APD & PS&E WA 12 June 2021	CC - Old ALice Road	Y	Local	Ope
		<u>91,946.68</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100067	\$ 6,461.34	TollPlus Support and Maintenance Jun 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
Texas Municipal League Intergovernmental Risk Pool	9384 7.1.21	\$ 16,302.00	TML Risk Pool 9384 7.1.21	Indirect	Y	Local	Toll
TollPlus LLC	US2100067	15,600.00	TollPlus Support and Maintenance Jun 2021	Indirect	Y	Local	Toll
		<u>31,902.00</u>					

Oper Interlocal	\$ 91,946.68
Tolls Interlocal	6,461.34
Tolls	<u>31,902.00</u>
Total Transfer	<u>\$ 130,310.02</u>

Revised by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

7/16/2021

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Pete Sepulveda Jr.,
Executive Director

DocuSigned by:

PJ87

7/16/2021

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



JUNE 2021 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R&E - Unposted
Transactions Included In Report From 6/1/2021 Through 6/30/2021

	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	\$ 332,440	\$ 270,833	\$ 61,607	\$ 2,635,551	\$ 3,250,000	\$ (614,449)	\$ 2,425,004
Interlocal agreements	10,000	10,000	-	90,000	120,000	(30,000)	94,716
Total Operating Revenues	342,440	280,833	61,607	2,725,551	3,370,000	(644,449)	2,519,720
Operating Expenses							
Personnel costs	72,460	84,934	12,474	698,036	1,019,206	321,170	682,423
Professional services	20,000	25,342	5,342	214,393	304,100	89,707	227,769
Contractual services	23,107	4,333	(18,774)	32,595	52,000	19,405	23,304
Advertising & marketing	125	1,375	1,250	1,125	16,500	15,375	5,140
Data processing	1,816	833	(983)	8,253	10,000	1,747	7,481
Dues & memberships	100	1,667	1,567	15,980	20,000	4,020	17,917
Education & training	54	833	779	179	10,000	9,821	920
Fiscal agent fees	-	4,467	4,467	9,795	53,600	43,805	14,195
Insurance	50	167	117	586	2,000	1,414	411
Maintenance & repairs	-	417	417	609	5,000	4,391	1,456
Office supplies	1,405	2,250	845	3,890	27,000	23,110	9,979
Leases	4,771	5,563	792	48,668	66,755	18,087	45,083
Travel	46	2,083	2,037	927	25,000	24,073	12,810
Utilities	1,707	2,250	543	14,650	27,000	12,350	7,940
Contingency	-	7,847	7,847	-	94,164	94,164	-
Total Operating Expenses	125,641	144,360	18,719	1,049,685	1,732,325	682,640	1,056,827
Total Operating Income (Loss)	216,799	136,473	80,326	1,675,866	1,637,675	38,191	1,462,893
Non Operating Revenues							
Interest income	6,332	4,167	2,165	47,826	50,000	(2,174)	49,553
TRZ revenue	-	109,255	(109,255)	-	1,311,065	(1,311,065)	-
Total Non Operating Revenues	6,332	113,422	(107,090)	47,826	1,361,065	(1,313,239)	49,553
Non Operating Expenses							
Debt interest	-	150,015	150,015	1,266,531	1,800,175	533,644	333,431
Debt interest-LOC	-	2,125	2,125	428	25,500	25,072	3,550
Project expenses	87	97,755	97,668	162,871	1,173,065	1,010,194	276,135
Total Non Operating Expenses	87	249,895	249,808	1,429,830	2,998,740	1,568,910	613,116
Total Changes in Net Position	\$ 223,044	\$ -	\$ 223,044	\$ 293,862	\$ -	\$ 293,862	\$ 899,331

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash
- Unposted Transactions Included In Report From 6/1/2021 Through 6/30/2021

	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	\$ 172,687	\$ 142,917	\$ 29,770	\$ 1,603,604	\$ 1,715,000	\$ (111,396)	\$1,386,021
Interop Revenues							
Interop revenues	93,724	61,667	32,057	650,826	740,000	(89,175)	594,535
Bridge interoperability	59,363	35,000	24,363	384,198	420,000	(35,802)	370,225
Total Interop Revenues	153,087	96,667	56,420	1,035,023	1,160,000	(124,977)	964,759
Other Toll Revenues							
Interlocal agreement	11,857	11,656	201	100,739	139,876	(39,137)	106,517
Total Other Toll Revenues	11,857	11,656	201	100,739	139,876	(39,137)	106,517
Total Toll Operating Revenues	337,630	251,240	86,391	2,739,366	3,014,876	(275,510)	2,457,298
Toll Operating Expenses							
Personnel costs	39,215	43,439	4,224	360,237	521,270	161,033	540,229
Transaction processing costs	45,465	33,417	(12,048)	293,233	401,000	107,767	237,474
Toll system maintenance/IT	30,831	27,613	(3,218)	252,518	331,353	78,835	248,134
Roadside maintenance	29,559	41,639	12,080	325,409	499,662	174,253	328,173
CSC indirect/overhead costs	13,234	18,344	5,110	105,088	220,123	115,035	113,815
Total Toll Operating Expenses	158,305	164,451	6,146	1,336,486	1,973,408	636,922	1,467,826
Total Operating Income (Loss)	179,326	86,789	92,537	1,402,881	1,041,468	361,413	989,472
Non Operating Revenues							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Total Non Operating Revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Non Operating Expenses							
Debt interest	-	202,206	202,206	1,418,045	2,426,468	1,008,423	1,222,615
Total Non Operating Expenses	-	202,206	202,206	1,418,045	2,426,468	1,008,423	1,222,615
Changes in Net Position	\$ 179,326	\$ -	\$ 179,326	\$ (15,165)	\$ -	\$ (15,165)	\$ (233,143)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues and Expenses - Unposted Transactions
 Included In Report From 6/1/2021 Through 6/30/2021

	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	\$ 332,440	\$ 270,833	61,607	\$ 2,635,551	\$ 3,250,000	\$ (614,449)	\$ 2,425,004
Interlocal agreement	21,857	21,656	201	190,739	259,876	(69,137)	201,233
Toll revenues	325,773	239,583	86,190	2,638,627	2,875,000	(236,373)	2,350,781
Total Operating Revenues	680,070	532,073	147,997	5,464,918	6,384,876	(919,958)	4,977,018
Operating Expenses							
Personnel costs	111,675	128,373	16,698	1,058,273	1,540,476	482,203	1,222,653
Accounting software and services	-	208	208	2,274	2,500	226	1,206
Professional services	20,000	25,133	5,133	212,120	301,600	89,480	226,563
Contractual services	23,107	6,500	(16,607)	37,876	78,000	40,124	30,301
Advertising & marketing	125	6,375	6,250	28,458	76,500	48,042	36,488
Data processing	1,816	833	(983)	8,253	10,000	1,747	7,481
Dues & memberships	100	2,250	2,150	18,920	27,000	8,080	20,957
Education & training	153	1,667	1,514	278	20,000	19,722	920
Fiscal agent fees	-	4,883	4,883	14,945	58,600	43,655	14,195
Insurance	50	6,750	6,700	56,924	81,000	24,076	56,440
Maintenance & repairs	892	2,083	1,191	4,615	25,000	20,385	17,336
Office supplies	20,330	20,083	(247)	164,501	241,000	76,499	142,355
Road maintenance	60,735	63,301	2,566	529,046	759,615	230,569	517,105
Leases	13,326	9,698	(3,628)	82,363	116,378	34,015	73,450
Toll services	23,944	13,208	(10,736)	106,719	158,500	51,781	83,995
Travel	153	3,083	2,930	4,092	37,000	32,908	21,755
Utilities	7,540	6,533	(1,007)	56,513	78,400	21,887	51,454
Contingency	-	7,847	7,847	-	94,164	94,164	-
Total Operating Expenses	283,946	308,811	24,865	2,386,171	3,705,733	1,319,562	2,524,653
Net Change from Operations	396,125	223,262	172,863	3,078,747	2,679,143	399,604	2,452,365
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	6,332	4,167	2,165	47,826	50,000	(2,174)	49,553
TRZ Revenue	-	109,255	(109,255)	-	1,311,065	(1,311,065)	-
Total Non Operating Revenue	6,332	228,839	(222,507)	47,826	2,746,065	(2,698,239)	49,553
Non Operating Expenses							
Bond Debt Expense	-	352,183	352,183	2,684,576	4,226,193	1,541,617	1,556,046
Debt Interest - LOC	-	2,163	2,163	428	25,950	25,522	3,550
Project expenses	87	97,755	97,668	162,871	1,173,065	1,010,194	276,135
Total Non Operating Expenses	87	452,101	452,014	2,847,875	5,425,208	2,577,333	1,835,731
Changes in Net Position	\$ 402,370	\$ -	402,370	\$ 278,698	\$ -	\$ 278,698	\$ 666,187

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly Project I/S - Unposted
Transactions Included In Report From 6/1/2021 Through 6/30/2021

	Current Period Actual	Current Year Actual
Non Operating Revenues		
Grant revenues		
Federal Revenue		
SH550 GAP II	\$ -	\$ 245,964
Whipple Road	-	103,739
Total Federal Revenue	-	349,703
State Revenue		
Whipple Road	-	18,414
Total State Revenue	-	18,414
Local Revenue		
West Rail Corridor	-	28,997
SH 32 (East Loop)	-	76,327
Whipple Road	-	7,521
Flor De Mayo Bridge	-	34,687
CC - Old ALice Road	-	90,440
CC - Consulting	8,000	72,000
CC - Administration	-	59,486
Building & Parking Lot		
Total Local Revenue	8,000	369,458
Total Grant revenues	8,000	737,575
Total Non Operating	8,000	737,575
Non Operating Expenses		
Project expenses		
West Rail Corridor	-	28,997
SH550 GAP II	-	245,964
SH 32 (East Loop)	-	76,327
Whipple Road	-	129,674
Flor De Mayo Bridge	-	34,687
CC - Old ALice Road	-	90,440
CC - Consulting	8,000	72,000
CC - Administration	-	59,486
Building & Parking Lot		
Total Project expenses	8,000	737,575
Total Non Operating	8,000	737,575
Total Changes in Net Position	\$ -	\$ -

CAMERON COUNTY REGIONAL MOBILITY AUTHORITYBalance Sheet
As of 6/30/2021

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 5,209,004
Restricted cash accounts - debt service	6,963,802
Accounts receivable, net	
Vehicle Registration Fees - Receivable	636,095
Other	<u>3,753,944</u>
Total Accounts receivable, net	4,390,039
Accounts receivable - other agencies	634,795
Accrued interest	<u>-</u>
Total Current Assets:	17,197,640
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>\$ 140,954,516</u>
LIABILITIES	
Current Liabilities	
Accounts payable	672,147
Deferred revenue	<u>354,567</u>
Total Current Liabilities	1,026,714
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>\$ 92,535,395</u>
NET POSITION	
Beginning net position	
	<u>45,795,242</u>
Total Beginning net position	45,795,242
Changes in net position	
	<u>2,623,879</u>
Total Changes in net position	<u>2,623,879</u>
Total NET POSITION	<u>48,419,121</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 140,954,516</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 6/30/2021

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 363,780	\$ 2,547,090
Receipts from interop toll revenues	131,181	1,018,259
Receipts from TPS toll revenues	180,046	1,971,471
Receipts from other operating revenues	18,523	189,439
Payments to vendors	(219,428)	(1,669,165)
Payments to employees	<u>(113,315)</u>	<u>(1,068,938)</u>
Total Cash Flows from Operating Activities	<u>360,787</u>	<u>2,988,155</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of construction in progress	(34,687)	(557,732)
Payments on principal and interest	-	(2,996,103)
Line of credit payment	-	(462,643)
Proceeds related to redevelopment assets	185,435	3,146,080
Payment on interlocal project expenses	(87)	(828,446)
Interlocal project proceeds	<u>-</u>	<u>368,117</u>
Total Cash Flows from Capital and Related Financing Activities	<u>150,661</u>	<u>(1,330,729)</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>6,332</u>	<u>47,826</u>
Total Cash Flows from Investing Activities	<u>6,332</u>	<u>47,826</u>
Beginning Cash & Cash Equivalents	<u>11,655,026</u>	<u>10,467,554</u>
Ending Cash & Cash Equivalents	<u>\$ 12,172,806</u>	<u>\$ 12,172,806</u>

**2-D CONSIDERATION AND APPROVAL OF THE QUARTERLY INVESTMENT
REPORT FOR THE PERIOD ENDING MAY 31, 2021.**



Investment Report

TO: CCRMA Board of Directors

FROM: Victor J. Barron, Controllen *VJB*

DATE: July 22, 2021

SUBJ: Quarterly Report of CCRMA Investments

The Texas Public Funds Investment Act requires that at a minimum on a quarterly basis the following investment report be presented to the Board of Directors. Below is a summary of the current CCRMA investments which comply with the investment strategies approved in the most current CCRMA Investment Policy.

	<u>Beginning</u> <u>Market Value</u>	<u>Ending</u> <u>Market Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest</u> <u>earned and</u> <u>accrued as of</u> <u>5/31/2021</u>
2010 Bond					
<u>Reserves</u>	\$ 1,021,866.90	\$ 1,024,416.68	Monthly	1.00%	\$ 2,549.78
2010 Bond					
<u>Reserves</u>	891,721.29	893,946.32	Monthly	1.00%	2,225.03
	\$ 1,913,588.19	\$ 1,918,363.00			<u>\$ 4,774.81</u>
Total Market Value of Principal and Accrued Interest					<u>\$ 1,918,363.00</u>
Required level of security at 102%					<u>\$ 1,956,730.26</u>

I certify this report complies with the Internal Management Reports section of the Texas Public Funds Investment Act.

Inst : 029
 Report: DDA/3200-034 10.00.6
 System: 05/23/2021 03:16

TEXAS REGIONAL BANK
 DEMAND DEPOSIT SYSTEM
 PUBLIC FUND ACCOUNTS

Page: 7
 Run Date: 05/28/2021
 Processed Thru: 05/31/2021
 MTD AVG YTD AVG
 BALANCE BALANCE

ACCOUNT	BR	NAME	CL	RSP	TYP	CURRENT BALANCE	CURRENT AVAIL BAL	CURRENT ACCURED	CURRENT RATE	MTD AVG BALANCE	YTD AVG BALANCE
1448570	07	CAMERON COUNTY REGIONAL MOBILITY	33	PPA	518	1,023,631.43	1,024,416.68	84.20	1.0000	1,023,732	1,022,004
				PREVIOUS BAL:		893,946.32	893,946.32	73.48	1.0000	893,349	891,841
1448588	07	CAMERON COUNTY REGIONAL MOBILITY	33	PPA	518	0.00	0.00	0.00	0.0000	0	0



Cameron Co Regional Mobility Author
3461 Carmen Ave
Rancho Viejo, Texas 78575

**Custodial Letter of Credit
Pledge Allocation Increase Receipt**

Pledge Reference #: 20000780-4 **Member FHFA ID:** 52018 **Effective Date:** 09/23/2020

Pledge allocation for the above beneficiary has been increased by

Texas Regional Bank
6770 West Interstate 2
Harlingen, TX 78552

Previous Amount: \$6,200,000.00
Increased Amount: \$300,000.00
New Amount: \$6,500,000.00

Letter of Credit # 20000780
LOC Maturity Date 06/10/2021
LOC Issue Date 06/10/2020

IN ORDER TO COMPLY WITH 2257.045(C)(2) OF THE TEXAS GOVERNMENT CODE, PROMPTLY, BY THE CLOSE OF BUSINESS TODAY, DELIVER A COPY OF THIS TRUST RECEIPT TO YOUR DEPOSITOR.

**2-E CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR FINANCIAL
ADVISORY SERVICES BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND ESTRADA HINOJOSA & COMPANY, INC.**

**AGREEMENT
FOR
FINANCIAL ADVISORY SERVICES
By and Between**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
(Hereinafter referred to as the "Issuer")**

And

ESTRADA HINOJOSA & COMPANY, INC.

It is understood that the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and Estrada Hinojosa & Company, Inc. effective at the date of its acceptance as provided for herein below.

I.

This Agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

II.

We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and pay those Closing expenses set out in Appendix A, provided, however, that our obligations to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar actions.

III.

We agree to perform the following duties normally performed by financial advisors and all other duties as, in our judgement, may be necessary or advisable:

1. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (if applicable) and present and future taxing requirements of the Issuer and, if appropriate, Cameron County. Where appropriate, this survey will also include an analysis of potential governmental funding sources such as financing programs offered by the Texas Department of Transportation. In the event revenues of existing or projected facilities operated by the Issuer are to be

pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, and additional potential revenues, as reasonably projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

2. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgement with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

3. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.

4. We understand the Issuer has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, we will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.

5. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:

a. Competitive Sale: We will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.

b. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

6. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

7. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all

such documents for examinations, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. We also provide sufficient copies of the Official Statement to the purchaser of the debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the Issuer.

8. We will, after consulting the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required for the successful marketing of the Debt Instruments.

9. Subject to the approval of the Issuer, we will organize and make arrangements for such information meetings as, in our judgement, may be necessary.

10. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

11. We will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the appropriate company, institution or institutions may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

12. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinating the receipt, tabulation and comparison of bids and we will advise the Issuer as to the best bid. We will provide the Issuer with our recommendations as to acceptance or rejection of such bid.

13. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We will assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

14. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

15. If requested, we will counsel with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.

16. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, we will make arrangements for such services.

17. We agree to do, or cause to be done, all work incident to pertaining of the Debt Instruments, obtaining approval, as may be required by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser. The expenses associated with the printing of the debt instruments will be paid by the Issuer.

18. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

19. We will attend any and all meeting(s) of the governing body of the Issuer, its staff, representatives or committees as requested and at the Issuer's expense, at all times when we may be of assistance or service and the subject of financing is to be discussed.

20. We will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.

21. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

IV.

In addition to the services set out above, we agree to provide the following services when so requested:

1. We will provide our advice as to the investment of certain funds of the Issuer. We will, when so directed, purchase those investments authorized to be purchased and we will charge a normal and customary commission for each such transaction.

2. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. We will provide our advice and assistance in the development of, and financing for, any capital improvement programs of the Issuer.

4. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.

5. We will provide any other financial planning services as may be requested by the Issuer.

V.

The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, any other fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to

reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

VI.

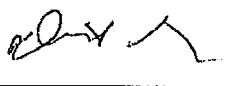
This agreement shall become effective at the date of acceptance by the Issuer set out herein below and remain in effect thereafter for a period of five years from the date of acceptance. Provided, however, this Agreement may be terminated with or without cause by the Issuer upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to Estrada Hinojosa & Company, Inc. for services provided and expenses incurred to the date of termination will be due and payable, including a pro rata share of the annual fee. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and Estrada Hinojosa & Company, Inc. for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on all three copies and the return of two executed copies to Estrada Hinojosa & Company, Inc.

VII.

We agree to maintain in full force and effect throughout the term of this agreement errors and omissions insurance in an amount not less than Two Million Dollars and No Cents (\$2,000,000.00) and to furnish Issuer a duplicate policy of our errors and omissions insurance. We shall give Issuer a minimum of thirty (30) days written notice in the event of cancellation or material change in terms of our errors and omissions insurance.

Respectfully submitted,

ESTRADA HINOJOSA & COMPANY, INC.

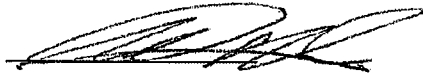
By: 
Authorized Representative

ACCEPTANCE CLAUSE

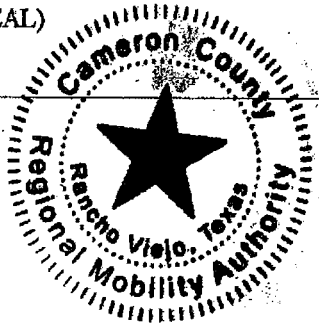
The above and foregoing is hereby in all things accepted and approved by the Cameron County Regional Mobility Authority, on this the 22nd day of July, 2021.

By: 

ATTEST:



(SEAL)



Appendix A

In consideration for the services rendered by Estrada Hinojosa, we will be paid an annual fee of \$30,000, paid in arrears, each year on the anniversary date of this contract. Should the Authority issue debt during any given contract year, the annual fee, or a pro rata share of it, will be reduced based on the fee for the issuance of debt as outlined below. In no case will we be paid less than the annual fee in any given contract year. Our fee for each issue of debt instruments will be as follows on any given transaction or issue:

Base Fee - Any Issue - \$4,550

Plus	\$	7.85	per \$1,000 up to	\$	500,000	or	\$	8,475	for \$500,000 Bonds*
Plus		7.35	per \$1,000 next		500,000	or		12,150	for \$1,000,000 Bonds
Plus		4.20	per \$1,000 next		1,500,000	or		18,450	for \$2,500,000 Bonds
Plus		3.15	per \$1,000 next		2,500,000	or		26,325	for \$5,000,000 Bonds
Plus		2.35	per \$1,000 next		5,000,000	or		38,075	for \$10,000,000 Bonds
Plus		1.30	per \$1,000 next		10,000,000	or		51,075	for \$20,000,000 Bonds
Plus		1.05	per \$1,000 over		20,000,000				

It is also understood and agreed that we will charge, in addition to our Financial Advisory fee, a computer fee to be negotiated on a case-by-case basis.

Grant/Loan Programs – For financings involving grant or loan programs from governmental agencies like TxDOT, Estrada Hinojosa will charge an additional fee to be negotiated on a case-by-case basis.

Revenue Bond Issues – Fees for Revenue Bond Issues shall be the amount shown plus a 25% additional charge.

Refunding Issues – Fees for Refunding Issues shall be the amount shown plus a 25% additional charge.

It is also understood and agreed that we will charge, in addition to our Financial Advisory fee, a computer fee to be negotiated on a case-by-case basis.

Private Concession, Sale, Lease or Market Valuation – For transactions of the Authority resulting in the grant of a concession for the right to design, construct and finance a project by a private entity which also holds (or will hold) a leasehold interest in, or the right to, operate and retain resources from the project, EH will be paid a fee equal to 30.0 basis points (0.30%) times the total project costs including costs associated with construction, engineering, right-of-way acquisition (exclusive of donated property), and any up-front payments to the Authority up to the maximum amount of \$2,000,000.

* “Bonds” means par amount plus net premium or minus net discount.

In consideration for services unrelated to debt issuance, our fee will be as follows:

Principal/Senior Bankers	\$225 per hour
Other Professionals	\$150 per hour
Administrative Support	\$ 75 per hour

Estrada Hinojosa & Company, Inc. will only bill on an hourly basis for projects outside the scope of what is covered in our annual retaining and after approval of the Authority prior to commencing work.

Estrada Hinojosa & Company, Inc. will bill the Issuer at Closing for each issue of Debt Instruments a Net Amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for Bond Counsel (provided the Issuer has requested and that Estrada Hinojosa serve as its Agent in the payment of Bond Counsel fee), preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentation to rating agencies, rating fees and travel expenses to rating/insurance meetings, if any, printing of the Debt Instruments, and all appropriate costs and expenses can be paid out of the costs of issuing the debt instruments as such issues occur.

The payment of reimbursable expenses that we have assumed on behalf of the Cameron County RMA shall NOT be contingent on the delivery of debt instruments and shall be due at the time that services are rendered and payable upon receipt of an invoice with supporting documentation. We may choose, at our option, to wait until the issuance of debt to invoice for reimbursable expenses.

Incidental Costs

In view of the fees quoted above, Estrada Hinojosa will request that reasonable and actual travel and other expenses be reimbursed as authorized by the Issuer. Generally, such expenses will be associated with travel between the Authority and Dallas.

EXHIBIT B
DISCLOSURE STATEMENT REQUIRED

BY

MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. ("Municipal Advisor") to **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** ("Client") in connection with the Municipal Advisor Engagement Letter (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

Part A (Disclosures of Conflicts of Interest)

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor's supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. **Compensation-Based Conflicts.** If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

2. **Other Municipal Advisor or Underwriting Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business.** Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location: <https://www.sec.gov/cgi-bin/browse-edgar?company=estrada+hinojosa&owner=exclude&action=getcompany>

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. The Municipal Advisor last updated Form MA on September 1, 2016.

Part C Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

Estrada Hinojosa + Company, Inc.

Estrada Hinojosa & Company, Inc.

DISCLOSURE STATEMENT REQUIRED

BY

THE STATE OF TEXAS

Estrada Hinojosa hereby represents and warrants that the following statements are true and correct:

- (a) Pursuant to Section 2270.002, Texas Government Code, Estrada Hinojosa hereby represents that it does not Boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Lender agrees not to Boycott Israel during the term of this Agreement.
- (b) Estrada Hinojosa hereby acknowledges that (a) Estrada Hinojosa does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Estrada Hinojosa is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.

Sincerely,

Estrada Hinojosa & Company, Inc.

Estrada Hinojosa & Company, Inc.

NOTIFICATION REQUIRED BY MUNICIPAL SECURITIES RULE MAKING BOARD RULE G-10
INVESTOR EDUCATION AND PROTECTION

The rule referred to requires us to provide you with information related to municipal advisory services provided by Estrada Hinojosa & Co., Inc. ("EH"). Please note that EH is registered with the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As such, EH is subject to the regulations and rules established by the SEC and MSRB which apply to municipal advisory activities.

The website for the SEC is www.sec.gov and the website for the MSRB is www.msrb.org. In addition to having educational materials about the municipal securities market, the MSRB website has an investor brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint against EH or an EH representative with the FINRA Investor Complaint Center.

**2-F CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 21 WITH S&B
INFRASTRUCTURE FOR THE WEST RAIL TRAIL.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 21**

This Supplemental Work Authorization No. 2 is made as of this 22nd day of July, 2021, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including: providing engineering services for the preparation of Plans, Specifications & Estimates (PS&E) & related documents for the proposed West Rail Trail from Palm Blvd to Interstate 69E (CSJ: 0921-06-293) in Cameron County.*

Section A. – Scope of Services

GEC shall perform the Modified Services for Function Code 110 according to Exhibit B-2. The Construction Phase Services have been removed from this Work Authorization. All other Scope items under original work order and subsequent supplementals shall still apply.

Section B. – Schedule – No Change

Section C. – Compensation

The Construction Phase Services have been taken out of the work authorization, therefore the overall maximum amount of \$779,684.90 is reduced to **\$748,410.02**, a decrease of \$31,274.88 as shown on Exhibit D-2. Compensation shall be in accordance with the Agreement.

Section D. – Authority's Responsibilities – No Change

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


Section E. - Other Provisions – No Change

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

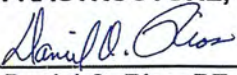
-SIGNATURES ON NEXT PAGE-

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

U2716.221 West Rail Trail PS&E
SWA No. 2 to WA No. 21

By: 
Name: Frank Parker, Jr., Chairman
Date: 08.12.21

S&B INFRASTRUCTURE, LTD.

By: 
Name: Daniel O. Rios, PE, President
Date: August 12, 2021

LIST OF EXHIBITS

Exhibit B - 2 – Scope of Work

Exhibit D - 2 – Cost Proposal

EXHIBIT B-2

Services to be Provided by the GEC

County: Cameron
Project: PS&E – West Rail Trail
CSJ: 0921-06-293

The following FC 110 items will replace the existing FC 110 items with respect to geotechnical borings and investigations on Work Authorization 21 – West Rail Trail PS&E. All other scope items are applicable and still in effect.

ROUTE AND DESIGN STUDIES (FC 110)

GEOTECHNICAL BORINGS AND INVESTIGATIONS – PAVEMENT DESIGN (The work for this task will not be Modified)

The **Engineer** shall determine the location of proposed soil borings for bridge design and pavement design in accordance with the latest edition of the State's Geotechnical Manual.

1. The **Engineer** shall undertake the following drilling program:

Borings for Trail***:
30 Holes @ 6' depth
(***2000 ft increments)

Total 30 Borings
Total Linear Footage – 180 linear feet

2. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. The **Engineer** shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses, and recommendations for slope stability of the earthen embankments, skin friction and design capacity curves including skin friction and point bearing.
4. The **Engineer** shall provide Grain Size Distribution Curves with D_{50} values at 1 location for the project. If the bridge borings indicate rock, the Engineer shall include a Rock Quality Designation (RQD) for each of the borings provided in this area to determine the stability of the rock for use during scour analysis.
5. The **Engineer** shall sign, seal and date soil boring sheets if applicable to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
6. Pavement Design: The **Engineer** shall provide a signed and sealed pavement design report to reflect a flexible pavement structure.

GEOTECHNICAL BORINGS AND INVESTIGATIONS – STRUCTURAL FOUNDATION DESIGN (The Work for this task has been added.)

The **Engineer** shall determine the location of proposed soil borings for traffic signal foundation design in accordance with the latest edition of the State's Geotechnical Manual.

1. The **Engineer** shall undertake the following drilling program:

Traffic Signal Borings:

4 Holes @ 40' depth

Total 4 Borings

Total Linear Footage – 160 linear feet

2. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. The **Engineer** shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, analysis of Traffic Signal Foundations based on TxDOT standards.
4. The **Engineer** shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
5. The **Engineer** shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the **Engineer**.

Function Code 320 – CONSTRUCTION PHASE SERVICES – Removed from Work Authorization

PROJECT: West Rail Trail PS&E
CLIENT: CCRMA
CONTRACT: GEC Contract
CSJ: 0921-06-293
COUNTY: Cameron

08/03/21

EXHIBIT D-2 -- FEE ESTIMATE

S & B JOB NO.: U2716.221 SWA2 to W421

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer (LJI)	2-Man Survey Crew	Engineer in Training	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS	
	110	ROUTE AND DESIGN STUDIES Design Concept Conference Prepare Design Concept Conference Meeting Notes & Review DSR Geotechnical services oversight	S & B S & B S & B	BASIC BASIC BASIC			4 2 5					4 4 11			12 4 10					20 10 26	\$3,019.92 \$1,789.92 \$4,699.78	
		Geotechnical services and Report (See B22 Cost Proposal) Geotechnical services and Report (See L&G Cost Proposal)	BZZ L&G	BASIC BASIC															0 0	0 0	\$25,368.34 \$50,515.92	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			0	0	11	0	0	0	0	19	0	0	26	0	0	0	0	56		\$85,383.88
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT General FC 120 Categories Prepare EIR/IC sheets	S & B	BASIC			2	4								12				18	\$2,670.00	
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			0	0	2	4	0	0	0	0	0	0	0	0	12	0	0	18		\$2,670.00
	130	RIGHT-OF-WAY DATA Coordination with Utility Owners and development of Matrix	S & B	SPECIAL			1			2			16			12				33	\$4,930.66	
		Sub Total (130 - RIGHT-OF-WAY DATA)			0	0	1	0	0	2	0	0	16	0	0	12	0	0	2	33		\$4,930.66
	150	FIELD SURVEYING AND PHOTOGRAMMETRY 1. Set Project Horizontal and Vertical Control 2. Coordination and development of survey 3. Topographic Survey 4. Collect Existing, Visible, Utilities and Improvements 5. Develop Project Control Sheets 6. Process data and develop project surfaces 7. Electronic Format ASCII, Surface, Field Book, and AutoCAD Base File	S & B S & B S & B S & B S & B S & B S & B	SPECIAL SPECIAL SPECIAL SPECIAL SPECIAL SPECIAL SPECIAL				2 2 2 1 1 16			2 4 2 2 5 16			30 360 60 120		2 2 2 56				32 10 364 65 16 192	\$4,956.08 \$1,769.96 \$54,973.18 \$9,987.18 \$2,499.95 \$30,247.44	
		Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY)			0	0	5	0	0	37	0	0	145	450	0	118	0	0	4	759		\$115,661.98
	160	ROADWAY DESIGN Geometric Design - Trail geometrics and P&P Sheets (30) Grading Design - Typical Sections Grading Design - Corridor Model Grading Design - Roadway and Fill Quantities Plan Details to Supplement Std Sheets	S & B S & B S & B S & B S & B	BASIC BASIC BASIC BASIC BASIC			14 16 16 4				28 24 24 12				56 80 20 24	66 40 40 60				164 17 160 52 100	\$24,799.44 \$2,434.92 \$21,199.92 \$8,599.84 \$12,138.76	
		Sub Total (160 - ROADWAY DESIGN)			0	0	39	0	0	0	0	76	0	0	184	194	20	0	513		\$69,773.48	
	161	DRAINAGE Drainage Area Maps - determine and calculate Hydrologic data/discharge determination Hydraulic Computations FEA/MA floodway requirements Culv Design, Details & Layouts Outfall channel(s) outside ROW - analyze exist. or prop. Summary of Drainage Structure Quantities Storm Water Pollution Prevention Plan (SWPPP)	S & B S & B S & B S & B S & B S & B S & B	BASIC BASIC BASIC BASIC BASIC BASIC BASIC			2 2 2 1 1 1 1				8 12 16 8 8 4				24 40 40 12 4 8	40 24 40 24 12 4			74 14 78 17 89 45 21 33	\$8,980.84 \$3,249.76 \$9,409.76 \$3,874.68 \$10,074.84 \$5,854.84 \$2,894.92 \$4,714.84		
		Sub Total (161 - DRAINAGE)			0	0	11	0	0	0	0	76	0	0	124	160	0	0	371		\$49,063.48	
	162	SIGNING, MARKINGS AND SIGNALIZATION Signing and Markings Layouts Summary of Small Signs Tabulation Sign Detail Sheets & Standards Intersection & Signalization - Warrant Studies (See ETSI Cost Proposal) Intersection & Signalization - Traffic Signal Design (See ETSI Cost Proposal)	S & B S & B S & B S & B ETSI ETSI	BASIC BASIC BASIC BASIC BASIC BASIC			1 1 2				8 16 4				16 8 12				25 25 18 0 0	\$3,914.84 \$4,794.68 \$2,829.92 \$45,080.24 \$91,908.82		
		Sub Total (162 - SIGNING, MARKINGS AND SIGNALIZATION)			0	0	4	0	0	0	0	28	0	0	0	36	0	0	0	68		\$145,528.50
	163	MISCELLANEOUS ROADWAY Traffic Control Plan Coordinate with & Prepare TCP layouts for TxDOT review Illustration Layouts Compute and Tabulate Quantities Special Utility Details (Water, Sanitary Sewer, etc.) Exhibits for Utility Agreements Estimates Specifications General Notes	S & B S & B S & B S & B S & B S & B S & B S & B S & B	BASIC BASIC BASIC BASIC BASIC SPECIAL BASIC BASIC BASIC				2 2 2 1 1 1 1 1 1				2 16 8 40 40 8 8 4				40 80 40 40 20 8 4			84 4 218 89 81 41 29 9 13	\$8,999.96 \$720.00 \$22,949.68 \$9,474.84 \$13,874.20 \$9,274.20 \$3,774.84 \$1,514.92 \$1,854.92		

PROJECT: West Rail Trail PS&E
CLIENT: CCRMA
CONTRACT: GEC Contract
CSJ: 0921-06-293
COUNTY: Cameron
S & B JOB NO.: U2716.221 SWA2 to WA21

08/03/21

EXHIBIT D-2 -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer (U)	2-Man Survey Crew	Engineer in Training	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS	
		Prepare Construction Time Schedule	S & B	BASIC			1						4		16				21	\$2,534.92		
		Project Submittals 60%, 90%, 95% and 100%	S & B	BASIC			4						40		40				84	\$13,499.20		
		Assembly of Final Documents (Graphic Files of Plan Sheets and Geopak Files)	S & B	BASIC			2						2		8	16			28	\$3,519.96		
		ADATDLR Coordination	S & B	SPECIAL			1						4		4				9	\$1,514.92		
		ADA Non-Standard Details	S & B	SPECIAL			1						4		4	16			25	\$3,354.92		
		TDLR Cost Justification/Comparisons	S & B	SPECIAL			1						16		16				33	\$5,234.68		
		Sub Total (163 - MISCELLANEOUS ROADWAY)			0	0	22	0	0	0	0	192	0	0	282	112	160	0	768	\$102,096.16		
170		BRIDGE DESIGN																				
		Bridge Layout	S & B	BASIC			4				24	40							148	\$25,183.04		
		Foundation Details	S & B	BASIC			8				36	60							184	\$33,724.56		
		Bent Details	S & B	BASIC			4				24	45							121	\$22,827.94		
		Bridge Class Culv Estimate & Quantities	S & B	BASIC			2				24	46							152	\$25,982.92		
		Bridge Class Culv Specifications	S & B	BASIC			2				16								58	\$9,072.56		
		Bridge Total Quantities and Cost Estimates (each bridge)	S & B	BASIC			2				2	4							10	\$1,690.64		
		Bridge Special Provisions and Specifications (each bridge)	S & B	BASIC							2								10	\$1,690.24		
		Sub Total (170 - BRIDGE DESIGN)			0	0	22	0	0	0	132	195	0	0	0	340	0	0	689	\$950.32		
164		GENERAL COORDINATION																				
		Project Manager (Proj Coord) (1 HRS/week)	S & B	BASIC			24												24	\$6,600.00		
		Project Manager Weekly Meeting (Proj. Rpts)	S & B	BASIC			24												24	\$6,600.00		
		Proj. Meetings (DOC, 60%, 90%, 95% 100% Submittals)	S & B	BASIC			10				10	10			10				50	\$8,951.40		
		Prepare Proj. Meeting Notes	S & B	BASIC			2					4			16				38	\$3,449.92		
		Quality Control - 4 Submittals	S & B	BASIC			32												32	\$7,999.68		
		Project Secretary (CLERICAL) (1 hrs/week)	S & B	BASIC															24	\$1,660.00		
		Sub Total (164 - GENERAL COORDINATION)			0	32	60	0	0	0	10	14	0	0	26	0	0	0	50	192	\$35,561.00	
		LABOR TOTALS																				
		Total Hours	MULTIPLIER		0	32	177	4	0	39	142	600	181	450	642	984	180		56	3,467	\$733,051.36	
		CONTRACT RATES: (\$/MAN-HOUR)			269.96	249.99	275.00	185.00	110.00	214.99	245.16	224.99	169.73	150.87	85.00	115.00	100.00		65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	57.00	65.00	59.65	45.00	40.00	22.54	30.49	26.51		17.23			
160		NON LABOR																				
		Travel - Mileage During Plan Development (6 Migs and Precort Mig)	S & B	SPECIAL	Mileage per trip =	114	Trips =	8														
		Travel - Mileage During Plan Development (Survey)	S & B	SPECIAL	Mileage per trip =	350	Trips =	8														
		Travel - Mileage During Plan Development (Survey Daily at Site)	S & B	SPECIAL	Mileage per trip =	20	Trips =	32														
		Survey Crew Lodging including Taxes	S & B	SPECIAL	Nights=	40	Persons =	2														
		Survey Crew Per Diem	S & B	SPECIAL	Days	40	Persons =	2														
		Environmental Field Supplies	S & B	SPECIAL	Days	40																
		Travel to District Area Office- Mileage 6 Meetings	S & B	SPECIAL	Mileage per trip =	9	Trips =	3														
		Sub Total (P.C. 160)																			\$15,364.66	
		NON LABOR TOTAL																			\$15,364.66	
		BASIC SERVICE TOTAL																			\$993,080.00	
		SPECIAL SERVICE TOTAL																			\$155,336.02	
		Fee reduction																			(6.00)	
		PROJECT TOTAL																			\$748,410.02	

Geotechnical Engineering, Report & Summary



B2Z Engineering

MANHOURS						
West Rail Trail Project - WA #4 Client: S&B Infrastructure, LTD						Total
TASK	Project Manager	Geotechnical Engineer (Eng V)	Project Engineer (Eng IV)	Engineering Tech (EIT)	CADD Operator	Admin/Clerical
1A			4			4
2A				4		4
3A				16		16
4A				16		16
1		4	16			20
2	2	4	16		4	30
3	4		2			8
Subtotal	6	8	38	36	4	98
Labor Hours	6	8	38	36	4	98
Contract Rate	\$ 230.17	\$ 192.84	\$ 149.30	\$ 84.76	\$ 74.65	\$ 64.54
Total Labor Costs	\$ 1,381.02	\$ 1,542.72	\$ 5,673.40	\$ 3,051.36	\$ 298.60	\$ 387.24
						\$ 12,334.34

LINE ITEM EXPENSES

PRINTING REPRODUCTION (N/A - Electronic Submittal Only)

*B2Z Engineering (Sub-Total for Geo. Field & Lab Services)

* - (Please see page 2, for detailed estimates of testing)

Total Expenses

B2Z Total Cost

\$	-
\$	13,024.00
\$	13,024.00

\$ 25,358.34

Exhibit D-2

**Geotechnical Field and Laboratory Services
West Rail Trail Project - WA #4
Prepared for S&B Infrastructure, LTD**

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review				
II.	Utility Clearances / Boring Locates				
	B. Mileage	Mile	80	\$ 0.54	\$ 43.20
III.	Field Exploration				
A	Mobilization/Demobilization (Drill Rig)	Mile	160	\$ 5.00	\$ 800.00
B	Field Exploration				
	1. Soil Boring/Rock Coring w TCP (< 60 ft.)	LF	160	\$ 36.00	\$ 5,760.00
	1A. Backfilling Boreholes Bentonite Plug	LF	160	\$ 10.00	\$ 1,600.00
	3. Supp. Vehicle-Trailer, Tools Water Supply	Mile	160	\$ 0.54	\$ 86.40
	4. Vehicle Charge	Mile	160	\$ 0.54	\$ 86.40
	5. Traffic Control Services (Med Project)	Day	0	\$ 2,500.00	\$ -
C	Miscellaneous Field Services				
IV.	Engineering Data Analysis / Report				
	3. Prep Soil for Testing (Tex-101-E)	Ea.	16	\$ 70.00	\$ 1,120.00
	4. Moisture Content (Tex-103-E)	Ea.	32	\$ 14.00	\$ 448.00
	5a. Liquid Limit (Tex-104-E)	Ea.	16	\$ 40.00	\$ 640.00
	5b. Plastic Limit (Tex-105-E)	Ea.	16	\$ 40.00	\$ 640.00
	5c. Plasticity Index (Tex-106-E)	Ea.	16	\$ 50.00	\$ 800.00
	6. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.	0		\$ -
	7. -200 Determination (Tex-111-E)	Ea.	16	\$ 40.00	\$ 640.00
	8. Soils Sulfate Content (Tex-145-E)	Ea.	4	\$ 90.00	\$ 360.00
	9. Lime Series Testing (Tex-121-E - Part 3)	Ea.	0		\$ -
	10. One Dimensional Consol (ASTM D2435)	Ea.	0		\$ -
Project Sub-Total (Geo Field and Lab)					\$ 13,024.00

"FEE SCHEDULE" - WARRANT STUDIES

Ergonomic Transportation Solutions, Inc.

Total Sheets/Labor Hours		50	204	72	14	340
Contract Rates		\$ 221.07	\$ 127.12	\$ 71.85	\$ 60.79	
Total Costs		\$ 11,053.50	\$ 25,932.48	\$ 5,173.20	\$ 851.06	\$ 43,010.24

Page 9 of 10

"FEE SCHEDULE" - TRAFFIC SIGNAL DESIGN
Along West Rail Trail: From IH 69E to Palm Boulevard

Ergonomic Transportation Solutions, Inc.

[illegible]

Total Sheets/Labor Hours	27	94	106	290	214	6	710
Contract Rates		\$ 221.07	\$ 165.80	\$ 127.12	\$ 71.85	\$ 60.79	
Total Labor Costs		\$ 20,780.58	\$ 17,574.80	\$ 36,864.80	\$ 15,375.90	\$ 364.74	\$ 90,960.82

EXPENSES

Lodging	(1 person)/(1 night)/\$96/night)
Meals	(1 person)/(2 days)/\$36/day)
Rental Car	(2 days)/\$60/day)
Rental Car Fuel	(2 days)/\$30/day)
Airfare	(1 person)/\$600/ea)(1 trip)

Total Expenses

ETSI Total Cost

\$ 91,908.82

**2-G CONSIDERATION APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO.
1 TO WORK AUTHORIZATION NO. 05 WITH HALFF & ASSOCIATES FOR THE
WHIPPLE ROAD PROJECT.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 1

TO WORK AUTHORIZATION NO. 5

This Supplemental Work Authorization No. 1 is made as of this 22nd day of July, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and Halff Associates, Inc. ("GEC").

The work to be performed by the GEC under the Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement:

Preliminary Engineering for development of a design schematic and related services for improvements to Whipple Road in Cameron County, Texas.

Section A. - Scope of Services

GEC shall perform the following Services according to: No additional services are being performed.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents according to the following schedule:

See Appendix B, Schedule.

Section C. - Compensation – No additional compensation.

Section D. - Authority's Responsibilities

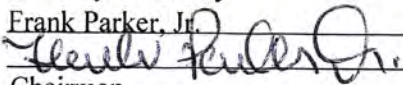
The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

Section E. - Other Provisions

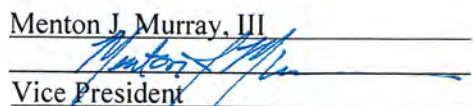
Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

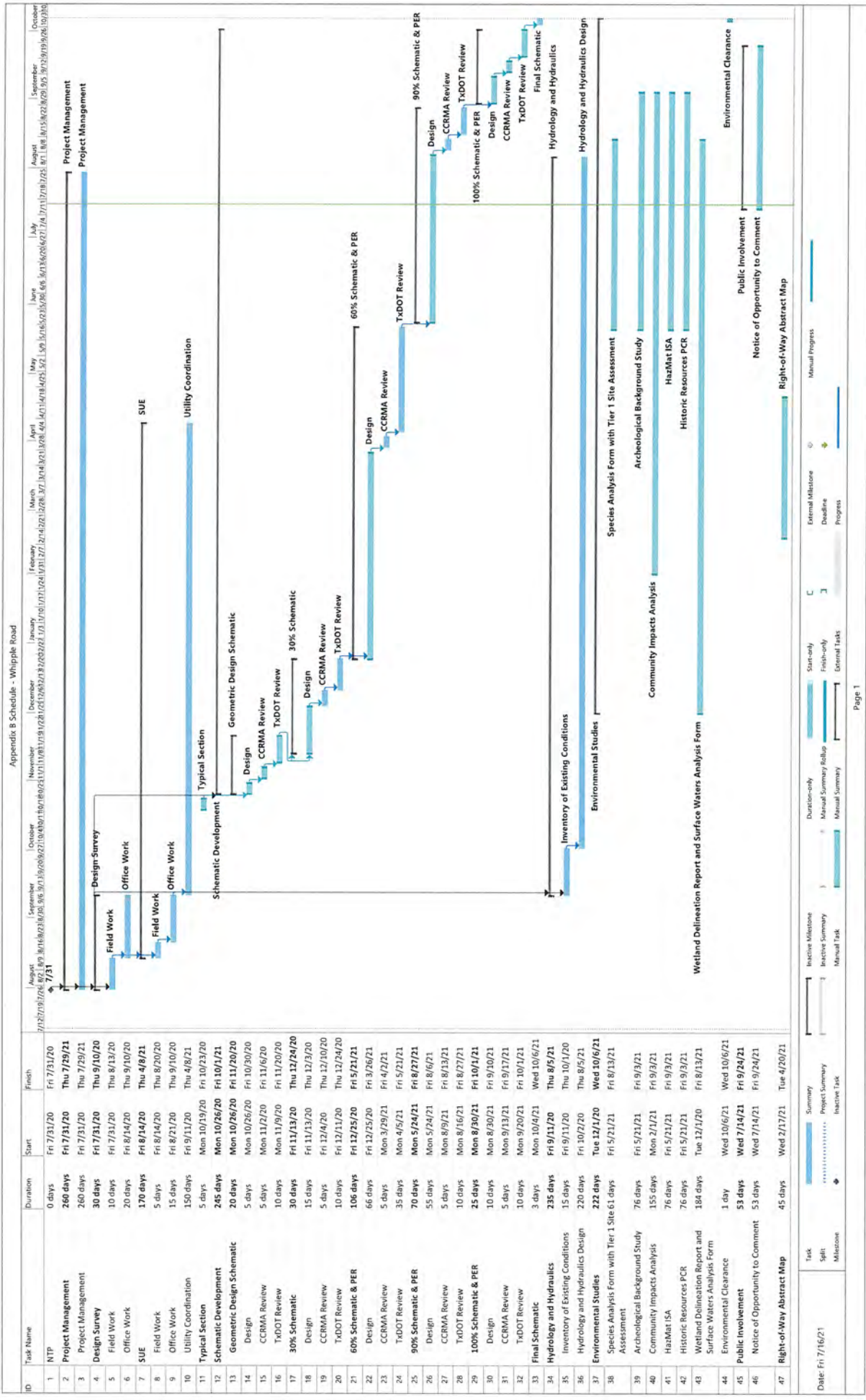
This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/21, unless extended by a Supplemental Work Authorization.

Authority: Cameron County Regional
Mobility Authority

By: Frank Parker, Jr.
Signature: 
Title: Chairman
Date: August 26, 2021

GEC: Halff Associates, Inc.

By: Menton J. Murray, III
Signature: 
Title: Vice President
Date: July 20, 2021



**2-H DISCUSSION AND POSSIBLE ACTION TO APPROVE 100% COMPLETE
CONSTRUCTION PLANS FOR THE CAMERON COUNTY PARKS ISLA
BLANCA TOLL BOOTHS AND PROCEED TO ADVERTISE FOR BIDS FOR
CONSTRUCTION IN AUGUST 2021.**

**2-I CONSIDERATION AND APPROVAL OF RESOLUTION REGARDING WEST
RAIL TRAIL PROJECT AND AUTHORIZING CHAIRMAN PARKER TO SIGN
ANY NECESSARY DOCUMENTS.**

**2-J CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL
AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND CITY OF BROWNSVILLE FOR THE WEST RAIL TRAIL
PROJECT.**

**2-K CONSIDERATION AND ACCEPTANCE OF THE SH 550 ASSESSMENT BY
HALFF & ASSOCIATES.**



July 8, 2021
AVO 32870.015

Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority (CCRMA)
3461 Cameron Avenue
Rancho Viejo, Texas 78575

RE: SH 550 Maintenance Assessment Report
Limits: IH69E to SH48
County: Cameron County

Dear Mr. Sepulveda,

This letter is to inform you that the maintenance assessment, per Work Authorization No. 15 for SH 550 from IH69E to SH48, has been completed.

Attached is the SH 550 Maintenance Assessment Report with findings, photos, and considerations.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "M. Bullion", is written over a faint, circular blue stamp or watermark.

Miles T. Bullion, PE, CFM
Project Manager

Executive Summary

Halff Associates, Inc. and DBE partner TEDSI Infrastructure Group contracted with Cameron County Regional Mobility Authority (CCRMA), to provide corridor visual maintenance assessment engineering services to develop a Maintenance Asset Report for SH 550 from IH69E to SH48, approximately 10.0 miles in Cameron County, Texas.

Assessment

The field inspection was conducted via multiple visits from May 13th to May 24th, 2021. In general, SH 550 appears to be in adequate condition, however, it needs routine maintenance. The following Maintenance Asset Report details issues /concerns with each type of asset. These areas of concern should be addressed to ensure the longevity of SH 550.

In general, cracking of the asphalt was observed along the northbound and southbound lanes' shoulders. The more prevalent cracking in the asphalt pavement was noted along the Northbound lanes. No evidence of recent crack sealing operations was observed. Cracking was noted at most transitions between asphalt pavement and concrete pavement. Much of the concrete rip-rap around the bridge abutment was found to have vegetation growing within the joints. Erosion around the bridge abutment concrete rip-rap, edge of the pavement, and side slopes were found from FM 511 to SH 48. Drainage structures visually appear to be in good structural condition but need cleaning. Roadside safety elements were noted as requiring maintenance. Most of the signage was intact; however, multiple delineators were noted as missing or damaged.

The following list the items which the CCRMA should prioritize addressing:

1. Repairing the erosion on Bridge Header Slopes and areas where pavement is being undermined.
2. Crack Sealing followed one year by Seal Coat, including any necessary repairs in areas of alligator cracking.
3. Pavement Markings/Signs and Delineators.
4. Bridge joint Clean and Seal

SH 550 Maintenance Assessment Report

Limits: IH69E to SH48 Cameron County Regional Mobility Authority

Halff Associates, Inc. and DBE partner TEDSI Infrastructure Group contracted with Cameron County Regional Mobility Authority (CCRMA), to provide corridor visual maintenance assessment engineering services to develop a Maintenance Asset Report for SH 550 from IH69E to SH48, approximately 10.0 miles in Cameron County, Texas.

This Maintenance Asset Report is intended to serve as documentation required per: 23 U.S. Code § 129

Miles Bullion, P.E. (Project Manager – Halff); Chris D. Caron, P.E. (QA/QC – Halff); Benjamin A. Luna, E.I.T. (Inspector – Halff); Victor Longoria, E.I.T. (Inspector – TEDSI) completed the field inspection from May 13th and May 24th, 2021. The weather conditions on the days of the field inspections were overcast and cool.

Photos, measurements, and suggestions presented throughout the report are categorized by asset type:

1. Pavement: assessed and documented pavement condition and maintenance activities and/or needs in relation to current service life
2. Bridge Class Structures: reviewed TxDOT bridge inspection reports and assessed field conditions in relation to said reports, documented maintenance activities and/or needs
3. Drainage Structures: assessed and documented drainage structure condition and maintenance activities and/or needs in relation to desired performance
4. Roadside Safety Elements: assessed and documented roadside safety element condition and maintenance activities and/or needs in relation to desired performance
5. Signage: assessed and documented roadside safety element condition and maintenance activities and/or needs in relation to desired performance
6. Pavement Markings: assessed visually, not by use of reflectivity measurements, the condition, and maintenance activities and/or needs in relation to desired performance
7. Geotechnical: assessed slopes, erosion, and other geotechnical assets to evaluate general stability in relation to desired performance
8. Miscellaneous

Appendix A captures additional documentation of various assets throughout the corridor. A legend of where photos were taken can be found on page 14 of this document.

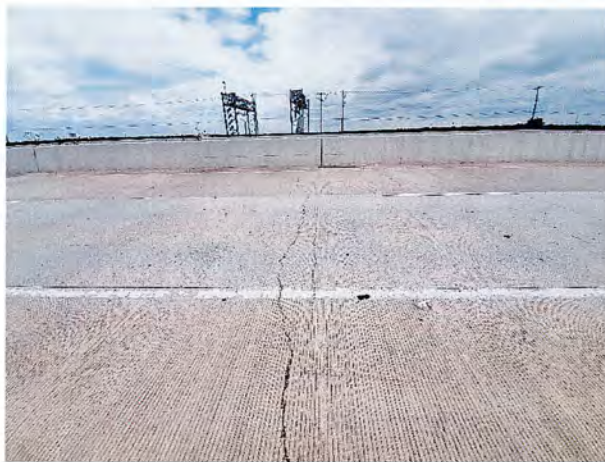
Pavement



PV10: Crack in Asphalt NBML E of RR Bridge



PV12: Crack in Asphalt – NBML W of RR Bridge



PV16: Transverse Cracking – NBML E of Old Alice Rd



PV18: Crack in Asphalt – NBML E of Old Alice Rd

Generally, the northbound and southbound main travel lanes were in good condition. The majority of the cracking in the pavement was observed to have occurred along the northbound travel lanes. Cracking along the edge of pavement may be resulting from erosion and/or the growth of vegetation. Please refer to photo PV10 and PV12 for examples of such cracking. No crack seal repair was observed, and well-rooted vegetation along the edges of the pavement was typical. Transverse cracking ranging from 3' – 5' apart was observed throughout all sections of the rigid concrete pavement sections, as shown in PV16. Pieces of concrete pavement were observed to have broken off at the edge of the pavement near toll gantries. Cracking in the pavement was also noted at the transition from concrete to asphalt pavement, as shown in photo PV18.

Bridge Class Structures



B1: Bridge Joint Requiring Cleaning and Resealing –
SBML E Side of RR Bridge



B4: Vegetated Rip Rap – SBML RR Bridge

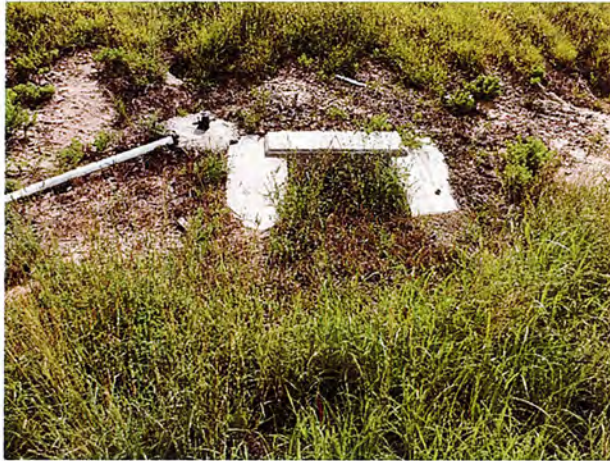
Bridge structures were observed visually and looked to be in overall good condition. Many of the bridge joints needed maintenance. Joints had become full of debris and were lacking expansive joint material, as shown in photo B1. A large amount of debris was seen to have accumulated on the shoulders of the bridge decks and could be hazardous to the vehicle. Issues were noted with the non-structural concrete rip-rap located around the abutment of the bridges at multiple locations. The concrete rip-rap was seen either cracking or containing voids below the rip-rap. Herbicide is recommended to stop the growth of existing and future vegetation.

Bridge inspection reports provided by CCRMA via TXDOT were also reviewed. In general, bridge decks were in good condition, with roadway approaches to the bridges ranging from good to satisfactory condition.

Structure NBI numbers:

21-031-0-0039-08-(432,433)
21-031-0684-01-(238,245,246,250,251,252,253)
21-031-362201-(001,003,255,261)

Drainage Structures



D4: Overgrown Vegetation at Culvert Crossing –
SMBL South of RR Crossing No. 1



D2: Silt Accumulation at Stream Crossing – SBML
North of RR Crossing No. 1



D5: Stone Rip Rap Failure – Ditch No. 3



D6: Silt Accumulation at Culvert Crossing – NBFR
North of Ditch No. 3

During the site evaluation, multiple drainage structures were found with overgrown vegetation and silt accumulation due to erosion, as observed in photos D4, D2, and D6. Silt accumulation in the culverts has reached a critical level that can impede flow. As seen in photo D5, the existing stone rip rap has experienced failure as the erosion has cut through and remove part of the structure. CCRMA should perform drainage maintenance to clear vegetation and silt at drainage structures and perform repairs at the stone rip rap failure at Ditch #3.

Roadside Safety Elements



R3: Object Marker Knocked Down – SBML South of RR Crossing No. 1



R2: Object Marker Down – SBFR South of RR Crossing No. 1



R5: MBGF Separated from Posts. – NBFR South of Old Alice Rd



R6: Cracked PCTB – SBML Toll Gantry No. 3

The permanent concrete traffic barrier (PCTB) along SH 550 was noted to experience some vertical cracking at the toll plazas but appears superficial and does not impact its functionality. The majority of the barrier is in satisfactory condition.

A common feature observed along SH 550 is the missing or knocked-down object markers installed at MBGFs, culverts, and pavement edges for delineation. Object markers help locate existing culverts for maintenance and cleaning that can otherwise be hidden from sight. CCRMA should regularly monitor and consider the replacement of damaged object markers along SH 550.

The MBGF and end treatments along SH 550 were observed to be in good condition with no apparent damage from vehicles. However, various segments of MBGF are experiencing some separation between the rail and posts. CCRMA should consider addressing these MBGF deficiencies.

Signage



S3: Rotated Speed Limit Sign – SBML South of RR Crossing



S2: Damaged Foldable Sign – SBML North of RR Crossing No. 1



S4: Rotated Warning Sign – NBML RR Crossing No. 1



S6: Tilted Warning Sign – SBML North of Old Alice Rd

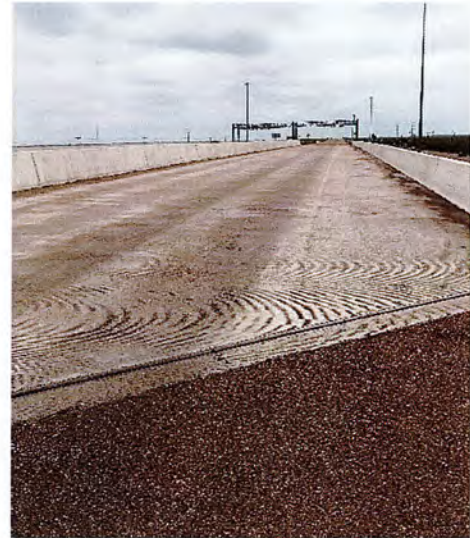
Signage along SH 550 is currently in fair condition but does require some maintenance as numerous signs were either tilted, rotated, or completely broken. This partly due to apparent high winds and existing soil conditions. Maintenance is required on all SH 550 signs to make them viewable for motorists.

It is recommended that CCRMA perform maintenance to the affected signs, as well as consider alternative mounting alternatives for the SH550 segment.

Pavement Markings



PM3: Faded Pavement Markings at Bridge – NBML South of RR Crossing No. 1



PM4: Faded Pavement Markings at Bridge – NBML at FM 1847



PM5: Faded Pavement Markings at Bridge Approach – NBML South of RR Crossing No. 1



PM6: Faded Pavement Markings at Bridge – NBML at Toll Gantry No. 2

SH 550 pavement markings appeared to be mostly in fair condition, except for the pavement markings at the following bridges and toll gantries, where they appear to be non-existent:

- FM 1847 (NBML and SBML)
- FM 3248 (NBML and SBML)
- RR Crossing #1 (NBML and SBML)
- Toll Gantry #1 and Toll Gantry #2 (NBML and SBML)

Restriping of SH 550 is recommended, with attention to the concrete areas, so that visibility is not hindered to motorists during nighttime and limited visibility conditions.

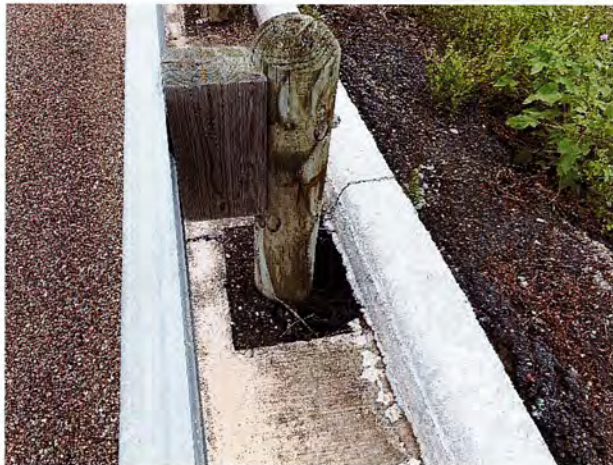
Geotechnical



G1: Sign Riprap Exposed Due to Erosion – SBML South of RR Crossing No. 1



G2 Run Off Erosion at Front Slope– SBML North of RR Crossing No. 1



G3: MBGF Post Exposed Due to Erosion – NBML North of FM 1847



G5: Run Off Erosion at Front Slope – SBML North of RR Crossing No. 1

It is apparent that erosion issues are affecting SH 550 roadway segment. Front slope erosion at the main lanes appears to be causing functionality issues with soil stability, sign foundations, and MBGF foundations. Front slope erosion is evident in Photos G2, and G5 and these conditions can be observed throughout the SH 550 segment. As seen in Photo G1, the soil under the ground mounted large sign rip rap has been eroded. Also, in Photo G3, MBGF foundations are exposed and can lead to erosion and washout of existing soils if they are not adequately sealed. The recently added curb behind the guardrail appears to help with front slope erosion. These issues should be addressed by alternative soil stabilization techniques and MBGF maintenance to prevent future erosion issues.

Geotechnical (Cont.)



G8: Run Off Erosion at Front Slope – SBML North of FM 1847



G9: Run Off Erosion at Front Slope With exposed Roadway Flex Base and Subgrade – SBML North of FM 1847



G16: Run Off Erosion Created Void Under Flume – SBML South of FM 1847



G17: Run Off Erosion Caused by Ineffective Flume – NBML North of FM 1847

The addition of the curb behind the guardrail improved, to some degree, the existing erosion issues that the front slopes were experiencing. The improvements may have alleviated those issues, but it has also introduced additional areas of concern. When comparing the photo from the 2020 field inspection to that of Photo G8 (same location), the amount of erosion damage has increased dramatically. The water runoff is now being concentrated toward the MBGF ends, creating additional runoff velocities and volume that exceeds the flume capacity/catchment area. The existing flume is unable to handle the additional runoff and requires further improvements. Photo G9 is the same location taken as Photo G8, and it is observed that the roadway flex base/subgrade is severely exposed. Roadway structure failure is expected unless the problem is rectified. Photo G16 is the result of erosion causing voids under the flume due to runoff not being contained within the existing flume. The same can be said for Photo G17, where two erosion channels were created and were not adequately handled by the existing flume. While the maintenance enhancements have been effective in some areas along SH 550, CCRMA should consider additional soil stabilization efforts and flume upgrades at these areas and throughout SH 550 to prevent further damage.

Geotechnical (Cont.)



G10: Stone Rip Rap Failure – Ditch No. 3



G12 Sinkhole Next to Drain Inlet – Inside Median
North of Toll Gantry No. 2



G13: Run Off Erosion Cutting Through Inside Median
– NBML North of RR Crossing No. 3



G14: Run Off Erosion Created Void Under Flume –
NMBL North of RR Crossing No. 3

In addition to the previous photos, erosion is affecting other locations throughout SH 550, which are not readily apparent while driving on the mainlanes/frontage roads. In Photo G10, located between the main lane bridge structures at Ditch No. 3, erosion has cut through the stone rip rap. In Photo G12, there is an substantial sinkhole next to the drain inlet, located in the inside median North of Toll Gantry #2. While the depth was not measured, it was assumed that the hole was at least 5 feet deep. While traversing north through the median portion, it was observed that erosion has cut through the area where the illumination pole is located, as seen in Photo G13.

Further along the median, Photo G14 was observed, where the erosion has caused a void under the flume. These issues need immediate attention by alternative soil stabilization techniques and erosion control measures to prevent future erosion issues. CCRMA should perform repairs as soon as possible to avoid further damage/collapse of existing structures.

Miscellaneous



M1: Exposed Conduit/Foundation Due to Erosion – NBFR
North of RR Crossing No. 1



M2: High-mast Lighting on During Daylight Hours –
SBML South of Old Port Isabel Rd

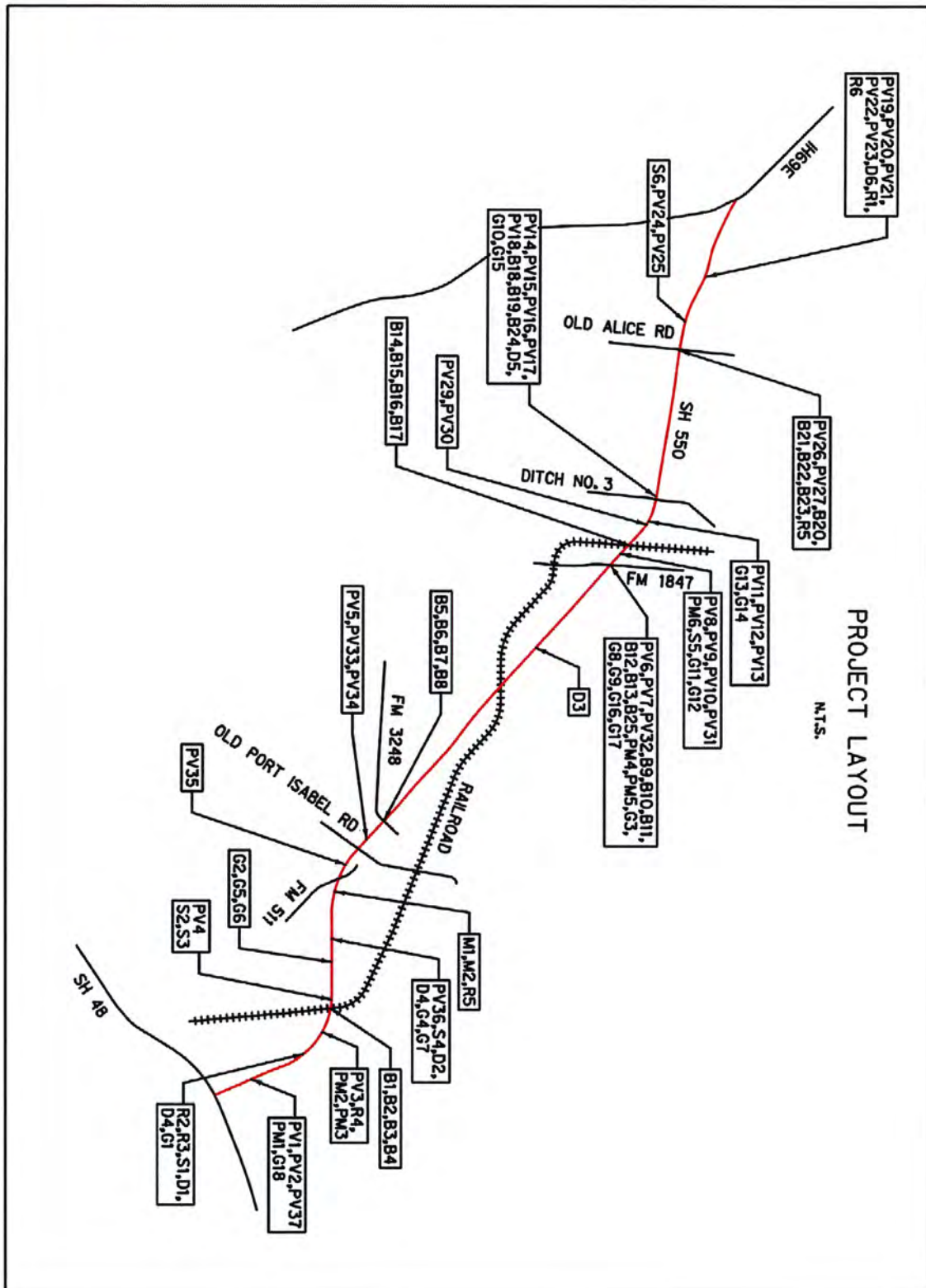
Outside of our scope of work, it is worth mentioning that some illumination features caught our attention during the inspection. As seen in Photo M1, erosion has caused the exposure of the illumination pole foundation and the electrical conduit. In Photo M2, the existing high mast is burning during daylight hours. These items, as well as other miscellaneous items, should be further evaluated.



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APPENDIX A

Additional Documentation





PV1: Cracking – NBML N Side of Entry Toll Gantry



PV2: Alligator Cracking – NBML N Side of Entry Toll Gantry



PV3: Delamination of Asphalt – NBML S Side of RR Bridge



PV4: Crack in Asphalt – NBML W Side of RR Bridge



PV5: Cracks in Asphalt – NBML E of FM 3248



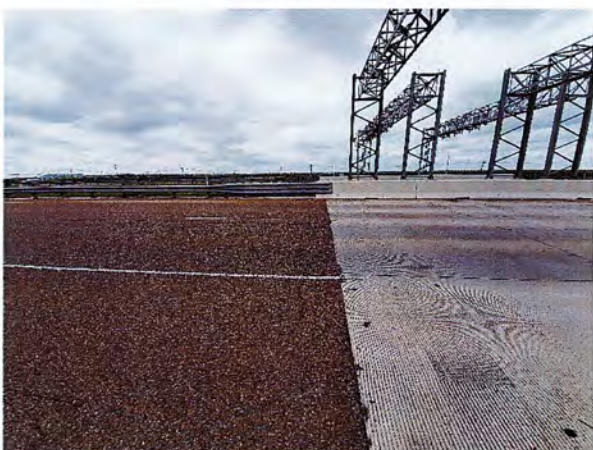
PV6: Crack in Asphalt – NBML E of FM 1847



PV7: Separation of Asphalt and Mow Strip – NBML E of FM 1847



PV8: Separation of Asphalt and Mow Strip – NBML W of FM 1847



PV9: Crack in Asphalt – NBML E Side of Entry Toll Gantry



PV10: Crack in Asphalt NBML E of RR Bridge



PV11: Cracks in Asphalt – NBML W of RR Bridge



PV12: Crack in Asphalt – NBML W of RR Bridge



PV13: Cracks in Asphalt – NBML E of Ditch No. 3



PV14: Transverse Cracking – NBML W of Ditch No. 3



PV15: Degradation of Top Layer of Concrete – NBML
W of Ditch No. 3



PV16: Transverse Cracking – NBML E of Old Alice Rd



PV17: Damage Concrete at Approach of Gantry –
NBML E of Old Alice Rd



PV18: Crack in Asphalt – NBML E of Old Alice Rd



PV19: Joint Require Sealing and Cleaning – NBML
East of Ditch No. 3



PV20: Broken Concrete Pavement – NBML Exit Toll
Gantry



PV21: Exposed Pavement Sensor – NMBL Exit Toll
Gantry



PV22: Broken Concrete Pavement – SBML Entry Toll
Gantry



PV23: Transverse Cracking – SBML E of Entry Toll
Gantry



PV24: Crack in Asphalt – SBML 1st on Ramp onto
Toll RD



PV25: Transverse Cracking – SBML E of Entry Toll Gantry



PV26: Transverse Cracking – SBML E of Old Alice RD



PV27: Joint Requiring Sealing & Cleaning – SBML 1st
Exit Toll Gantry



PV28: Transverse Cracking – SBML E of Ditch No. 3



PV29: Cracking at Transition of Pavement Types –
SBML W of RR Bridge



PV30: Pothole in Asphalt – SBML W of RR Bridge



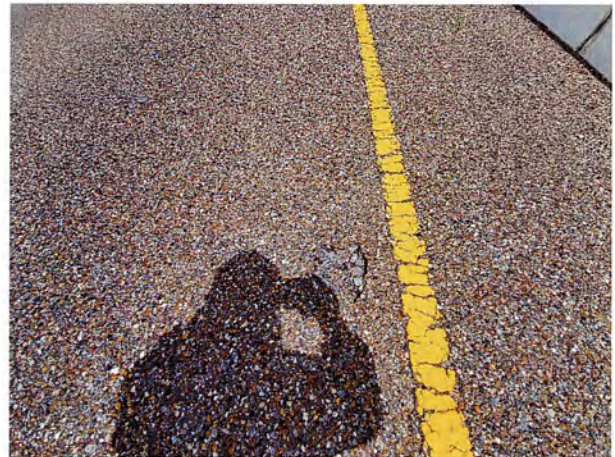
PV31 Cracking at Approach to Toll Gantry – SBML W of Toll Gantry



PV32: Cracks in Asphalt – SBML E of FM 1847



PV33: Crack in Asphalt W of Old Port Isabel Rd



PV34: Pothole – SBML West of Old Port Isabel Rd



PV35: Crack in Asphalt – SBML East of Old Port Isabel Rd



PV36: Cracks in Asphalt – SBML East of FM 511



PV37: Cracking at Approach to Toll Gantry – SBML W of Exit Toll Gantry



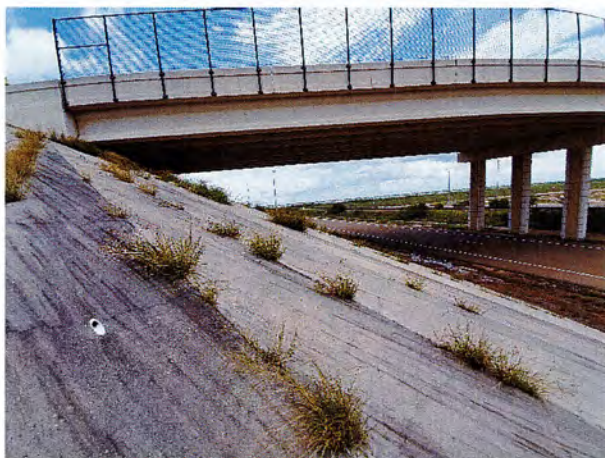
B1: Bridge Joint Requiring Cleaning and Resealing – SBML E Side of RR Bridge



B2: Debris on Bridge Deck – RR Bridge



B3: Bridge Joint Requiring Cleaning and Resealing – SBML W Side of RR Bridge



B4: Vegetated Rip Rap – SBML RR Bridge



B5: Bridge Joint Requiring Cleaning and Resealing – SBML E Side of FM 3248



B6: Debris on Bridge Deck – SBML 3248 Bridge



B7: Bridge Joint Requiring Resealing – SBML FM 3248 Bridge



B8: Rip Rap Free of Vegetation – FM 3248 Bridge



B9: Bridge Joint Requiring Resealing – SBML E Side of FM 1847 Bridge



B10: Bridge Joint Requiring Resealing – SBML FM 1847 Bridge



B11: Exposed Rebar from Bridge Deck – SBML FM 1847



**B12: Bridge Joint Requiring Clearing and Resealing –
 SBML W Side of FM 1847 Bridge**



B13: Erosion Beneath Rip Rap: SBML FM 1847 Bridge



**B14: Bridge Joint Requiring Cleaning and Resealing –
 SBML E Side of 2nd RR Bridge**



**B15: Bridge Joint Requiring Cleaning and Resealing SBML
 W Side of 2nd RR Bridge**



**B16: Bridge Joint Requiring Resealing – NBML E Side of
 2nd RR Bridge**



**B17: Erosion Beneath Rip Rap – SBML W Side of 2nd RR
 Bridge**



B18: Bridge Joint Requiring Cleaning and Resealing –
SBML E side of Ditch No. 3



B19: Bridge Joint Requiring Resealing – SBML W of Ditch
No. 3



B20: Vegetated Rip Rip - SBML Old Alice Bridge



B21: Bridge Joint Requiring Cleaning and Resealing –
SBML Old Alice Bridge



B22: Bridge Joint Requiring Cleaning and Resealing –
SBML Old Alice Bridge



B23: Debris on Bridge Deck – NBML Old Alice Bridge



B24: Hanging Bridge Joint Material: NBML Ditch No. 3



B25: Cracking Rip Rap – NBML FM 1847 Bridge



D1: Overgrown Vegetation/Silt Accumulation at Culver Crossing – SBML South of RR Crossing No. 1



D2: Silt Accumulation at Stream Crossing – SBML North of RR Crossing No. 1



D3: Overgrown Vegetation at Culver Crossing – NBML South of FM 1847



D4: Overgrown Vegetation at Culvert Crossing – SMBL South of RR Crossing No. 1



D5: Stone Rip Rap Failure – Ditch No. 3



D6: Silt Accumulation at Culvert Crossing – NBFR
North of Ditch No. 3



R1: Cracked PCTB – NBML Toll Gantry No. 3



R2: Object Marker Down – SBFR South of RR Crossing
No. 1



R3: Object Marker Knocked Down – SBML South of
RR Crossing No. 1



R4: MBGF Separated from Post – NBFR South of RR
Crossing No. 1



R5: MBGF Separated from Posts. – NBFR South of Old Alice Rd



R6: Cracked PCTB – SBML Toll Gantry No. 3



S1: Tilted Speed Limit Sign – SBML North Toll Gantry No. 1



S2: Damaged Foldable Sign – SBML North of RR Crossing No. 1



S3: Rotated Speed Limit Sign – SBML South of RR Crossing



S4: Rotated Warning Sign – NBML RR Crossing No. 1



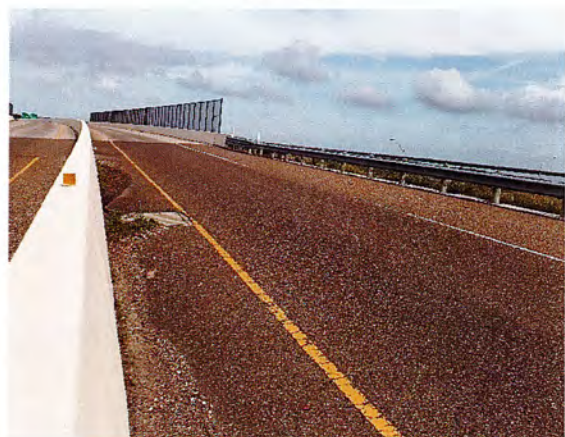
S5: Tilted Warning Sign – NBML North of FM 1847



S6: Tilted Warning Sign – SBML North of Old Alice Rd



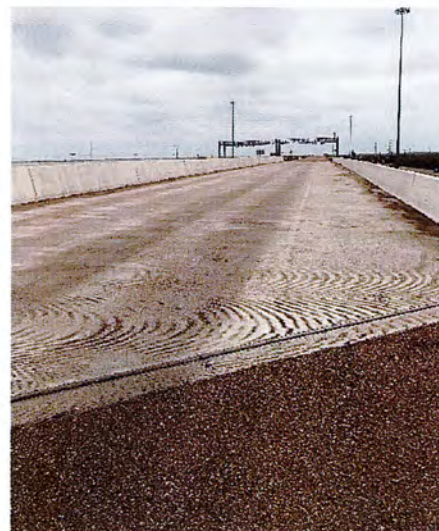
PM1: Faded Pavement Markings at Toll Plaza – NBML at South End



PM2 – Faded Pavement Markings at Bridge Approach – NBML South of RR Crossing No. 1



PM3: Faded Pavement Markings at Bridge – NBML South of RR Crossing No. 1



PM4: Faded Pavement Markings at Bridge – NBML at FM 1847



PM5: Faded Pavement Markings at Bridge Approach – NBML South of RR Crossing No. 1



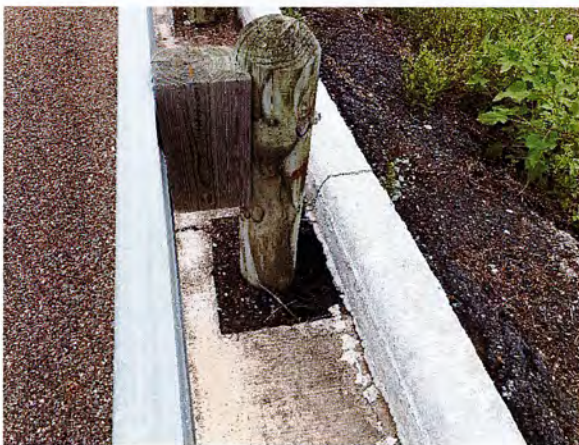
PM6: Faded Pavement Markings at Bridge – NMBL at Toll Gantry No. 2



G1: Sign Rip Rap Exposed Due to Erosion – SBML South of RR Crossing No. 1



G2: Run Off Erosion at Front Slope– SBML North of RR Crossing No. 1



G3: MBGF Post Exposed Due to Erosion – NBML North of FM 1847



G4: Run Off Erosion at Front Slopes – NBML North of RR Crossing No. 1



G5: Run Off Erosion at Front Slope – SBML North of RR Crossing No. 1



G6: Sign Foundation Exposed Due to Erosion – SBML North of RR Crossing No. 1



G7: Run Off Erosion at Front Slope – NBML North of RR Crossing No. 1



G8: Run Off Erosion at Front Slope – SBML North of FM 1847



G9: Run Off Erosion at Front Slope with Exposed Roadway Flex Base and Subgrade – SBML North of FM 1847



G10: Stone Rip Rap Failure – Ditch No. 3



G11: MBGF Structure Rolling Over Due to Erosion –
 NBML North of FM 1847



G12 Sinkhole Next to Drain Inlet – Inside Median North of
 Troll Gantry No. 2



G13: Run Off Erosion Cutting Through Inside Median –
 NBML North of RR Crossing No. 3



G14: Run Off Erosion Created Void Under Flume –
 NMBL North of RR Crossing No. 3



G15: Run Off Erosion Cutting Through Inside Median –
 Ditch No. 3



G16: Run Off Erosion Created Void Under Flume –
 SBML South of FM 1847



G17: Run Off Erosion Caused by Ineffective Flume –
 NBML North of FM 1847



G18: Run Off Erosion Creating a Void Under Concrete
 Pad – NBML Toll Gantry No. 1



M1: Exposed Conduit/Foundation Due to Erosion –
 NBFR North of RR Crossing No. 1



M1: High-mast Lighting on During Daylight Hours –
 SBML South of Old Port Isabel Rd

**2-L CONSIDERATION AND APPROVAL OF THIRD AMENDMENT TO THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY PERSONNEL
POLICES & PROCEDURES.**

**THIRD AMENDMENT TO THE PERSONNEL POLICY MANUAL OF THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

WHEREAS, the Board of Directors of the Cameron County Regional Mobility Authority (the "CCRMA") adopted the CCRMA's Personnel Policy Manual on September 13, 2019;

WHEREAS, the Board of Directors of the CCRMA made certain amendments to the CCRMA's Personnel Policy Manual both on September 17, 2020 and on April 1, 2021;

WHEREAS, the CCRMA wishes to make additional amendments to the Personnel Policy Manual and to have the Personnel Policy Manual otherwise continue in full force and effect;

NOW, THEREFORE, this Third Amendment to the Personnel Policy Manual consists of the following amendments, effective as of July 22, 2021:

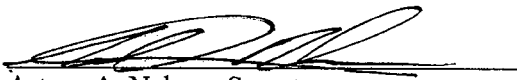
1. Chapter 25, Section A(3) of the Personnel Policy Manual shall be amended to state, as follows:
 - "3. COBRA, Consolidated Omnibus Budget Reconciliation Act, was enacted to ensure that employees and their dependents do not lose their health insurance when workers lose their jobs. COBRA requires group health insurance policies to permit group members to continue their insurance when they leave the group temporarily and are intended as a stopgap until insurance can be obtained from another source, such as a new employer. Under both state and federal laws, continuation requires the insured to pay the full premium (including former employers share), but the insured does get the advantage of the cheaper rate. (HIPAA and COBRA complement each other). Notwithstanding any other provision herein, COBRA benefits apply to the group health plan(s) maintained by the CCRMA provided that the CCRMA has 20 or more full-time equivalent employees. The CCRMA is under no obligation by this Policy to have at least 20 full-time equivalent employees in order to be eligible to offer COBRA benefits."
2. Subject to the provisions of this Third Amendment, the Personnel Policy Manual shall otherwise continue in full force and effect.

ADOPTED by the Board of Directors of the Cameron County Regional Mobility Authority on this 22nd day of July 2021.

ATTESTED BY:



Frank Parker, Jr., Chairman of the Board



Arturo A. Nelson, Secretary

**2-M DISCUSSION AND POSSIBLE ACTION REGARDING BID NUMBER 2021-001
FOR THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING.**