



IMPROVING MORE THAN JUST ROADS

AGENDA
Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
December 16, 2021
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.
 - A. Consideration and Approval of the November 18, 2021 Regular Meeting Minutes.
 - B. Acknowledgement of Claims.
 - C. Approval of Claims.
 - D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of November 2021.
 - E. Consideration and Approval of Quarterly Investment Report for the period ending November 30, 2021.
 - F. Discussion Regarding the Status of the Cameron County Regional Mobility Authority Projects.
 - G. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs.
 - H. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for legislative services.
 - I. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Old Alice Road Project.
 - J. Consideration and Approval of an Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the East Loop Project.
 - K. Consideration and Approval of an Amended Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the Dana Road Project.
 - L. Consideration and Approval for Advertisement and Invitation to Bid – Cameron County Basketball Pavilion at the Pedro "Pete" Benavides Park.

- M. Consideration and Approval of Amendment No. 1 to the Master Service Agreement for Back Office System Implementation and Maintenance between the Cameron County Regional Mobility Authority and Toll Plus, Inc.
- N. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 04 with S&B Infrastructure for the SH 550 Gap II Project.
- O. Consideration and Approval of a Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd.
- P. Discussion and Possible Action Regarding the Back Office System Rules.
- Q. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and CSG for Printing and Mail-House Services Supporting the CCRMA.
- R. Consideration and Approval to Authorize Staff to issue a Request for Proposals for Printing and Mail-House Services to support the CCRMA.

3. EXECUTIVE SESSION:

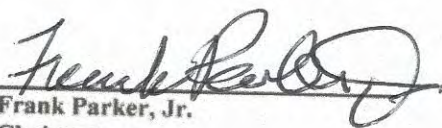
- A. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., Pursuant to V.T.C.A., Government Code, Section 551.074 (1).
- B. Confer with Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the Agreement between the Cameron County Regional Mobility Authority and Quadient, 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

ADJOURNMENT:

Signed this 13th day of December 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 CONSIDERATION AND APPROVAL OF THE NOVEMBER 18, 2021
REGULAR MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 18th day of November 2021, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
ABSENT

MARK ESPARZA
DIRECTOR

LEO R. GARZA
ABSENT

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 15th day of November 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the October 21, 2021 Regular Meeting Minutes.

Treasurer Villarreal moved to approve the minutes of the October 21, 2021 Regular Meeting Minutes. The motion was seconded by Secretary Nelson and carried unanimously.

2-B Acknowledgement of Claims.

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

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

The Claims are as follows:

2-C Approval of Claims.

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

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

The Claims are as follows:

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the month of October 2021.

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

Vice Chairman Scaief moved to approve the financial statements for October 2021. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Financial Statements are as follows:

2-E Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the East Loop Project.

Vice Chairman Scaief moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the East Loop Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Interlocal is as follows:

2-F Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the SPI 2nd Causeway Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the SPI 2nd Causeway Project.

Secretary Nelson moved to approve the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the SPI 2nd Causeway Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Interlocal is as follows:

2-G Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the construction funding of the Isla Blanca Toll Booths.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the construction funding of the Isla Blanca Toll Booths.

Director Esparza moved to approve the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the construction funding of the Isla Blanca Toll Booths. The motion was seconded by Secretary Nelson and carried unanimously.

The Interlocal is as follows:

2-H Consideration and Authorization to Approve a Job Order Contracting Agreement with A & I Custom Manufacturing, LLC for construction and renovation of the Cameron County Isla Blanca Toll Booths via Contract with Choice Partners.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Job Order Contracting Agreement with A & I Custom Manufacturing, LLC for construction and renovation of the Cameron County Isla Blanca Toll Booths via Contract with Choice Partners.

Director Esparza moved to approve a Job Order Contracting Agreement with A & I Custom Manufacturing, LLC for construction and renovation of the Cameron County Isla Blanca Toll Booths via Contract with Choice Partners. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Agreement is as follows:

2-I Consideration and Approval of Supplemental Number 03 to the General Engineering Services Agreement between the Cameron County Regional Mobility Authority and S&B infrastructure, LTD.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Supplemental Number 03 to the General Engineering Services Agreement between the Cameron County Regional Mobility Authority and S&B infrastructure, LTD.

Director Esparza moved to approve Supplemental Number 03 to the General Engineering Services Agreement between the Cameron County Regional Mobility Authority and S&B infrastructure, LTD. The motion was seconded by Secretary Nelson and carried unanimously.

The Supplemental is as follows:

2-J Consideration and Approval to Submit a Grant Application to the Federal Railroad Administration for a Rail Relocation Project in the City of Harlingen.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need to Submit a Grant Application to the Federal Railroad Administration for a Rail Relocation Project in the City of Harlingen.

Director Esparza moved to approve to Submit a Grant Application to the Federal Railroad Administration for a Rail Relocation Project in the City of Harlingen. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-K Consideration and Approval of Work Authorization No. 28 with S&B Infrastructure to Assist in the Development of a Grant Application to the Federal Railroad Administration.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Work Authorization No. 28 with S&B Infrastructure to Assist in the Development of a Grant Application to the Federal Railroad Administration.

Treasurer Villarreal moved to approve Work Authorization No. 28 with S&B Infrastructure to Assist in the Development of a Grant Application to the Federal Railroad Administration. The motion was seconded by Secretary Nelson and carried unanimously.

The Work Authorization is as follows:

2-L Consideration and Approval of Work Authorization No. 29 with S&B Infrastructure for the SPI 2nd Access Action Development Plan.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Work Authorization No. 29 with S&B Infrastructure for the SPI 2nd Access Action Development Plan.

Secretary Nelson moved to approve Work Authorization No. 29 with S&B Infrastructure for the SPI 2nd Access Action Development Plan. The motion was seconded by Director Esparza and carried unanimously.

The Work Authorization is as follows:

2-M Discussion and Possible Action Regarding Erosion Repairs on SH 550.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Erosion Repairs on SH 550.

Secretary Nelson moved to approve the need for Erosion Repairs on SH 550. The motion was seconded by Director Esparza and carried unanimously.

2-N Consideration and possible action on the Statements of Qualifications received in response to the Request for Qualifications for General Engineering Consultant Services 2021-002.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the results of the Statements of Qualifications received in response to the Request for Qualifications for General Engineering Consultant Services 2021-002.

Director Esparza moved to approve the Statements of Qualifications received in response to the Request for Qualifications for General Engineering Consultant Services 2021-002. The motion was seconded by Vice Chairman Scaief and carried unanimously.

2-O Consideration and possible action on the Statements of Qualifications received in response to the Request for Qualifications for Construction Management-At-Risk Services 2021-005.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the results of the statements of Qualifications received in response to the Request for Qualifications for Construction Management-At-Risk Services 2021-005.

Vice Chairman Scaief moved to approve the Statements of Qualifications received in response to the Request for Qualifications for Construction Management-At-Risk Services 2021-005 and proceed with the three highest firms. The motion was seconded by Secretary Nelson and carried unanimously.

Treasurer Villarreal made a motion to go into executive session at 12:40 PM. The motion was seconded by Director Esparza and carried unanimously.

3 – EXECUTIVE SESSION

3-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.

3-B Confer with Legal Counsel Regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. Pursuant to V.T.C.A., Government Code, Section 551.071(1).

3-C Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal issues with an Administrative Restructuring Plan, Including Discussion Regarding CCRMA Employees' Duties, Pursuant to V.T.C.A., Government Code, Section 551.071 (2) and 551.074 (1).

Vice Chairman Scaief made a motion to come back into open session at 12:50 PM. The motion

was seconded by Secretary Nelson and carried unanimously.

4 -A Possible Action

Treasurer Villarreal made a motion acknowledge Report of Legal Counsel. The motion was seconded by Secretary Nelson and carried unanimously.

4-B Possible Action

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

4-C Possible Action

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

ADJOURNMENT

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

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APPROVED this _____ day of _____ 2021.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 10, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Burton McCumber & Longoria, LLP	01139682	\$ 6,557.80	Audit CCRMA FY 2021	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 11/21	35.95	Bottled Water Delivery Nov 2021	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1971952	67.50	Shredding & Document Storage Nov 2021	Indirect	Y	Local	Ope
		<u>6,661.25</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 11/21	\$ 57.95	Bottled Water Delivery Nov 2021	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1006123	561.60	Out of State DMV Records Nov 2021	Indirect	Y	Local	Tolls
Janett Huerta	Travel JH 12.8.21	190.25	Travel Reimbursement JH 12.8.21	Indirect	Y	Local	Tolls
Eduardo J. Trevino	Travel EJT 12.7.21	110.88	Travel Reimbursement EJT 12.7.21	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCR-2111	1,196.52	Operation Support Business Rules Update Nov 2021	Indirect	Y	Local	Tolls
Tecsidel SA	1121	2,652.25	Maintenance October 2021	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Time Warner Cable Business Class	2868066120321	259.13	Ethernet Intrastate 8066 Dec 2021	Direct Connectors - SH550	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	Replishment 12.6.21	3,000.00	Name and Address Lookup Replishment 12.6.21	Indirect	Y	Local	Tolls
Xtreme Security	59099	104.85	Alarm Security Tolls Dec 2021-Feb 2022	Indirect	Y	Local	Tolls
		<u>8,133.43</u>					
	Operations	\$ 6,661.25					
	Tolls	8,133.43					
	Total Transfer	<u>\$ 14,794.68</u>					

Reviewed by:


Monica R. Ibarra,
Accounting Clerk

 12.10.21

Victor J. Barron,
Controller

 12.10.21

Pete Sepulveda Jr.,
Executive Director

 12.10.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 6, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Ellis, Koenek & Ramirez, LLP	12.6.21 D.G.	\$ 150,000.00	Ellis, Koenek & Ramirez Trust Account, Trustee for David & Diane Garza	Indirect	Y	Local	Ope
		<u>150,000.00</u>					
	Operations	\$ 150,000.00					
	Total Transfer	<u>\$ 150,000.00</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 12.6.21

Victor J. Barron,
Controller

Victor Barron 12.6.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 12.06.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 6, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2021	\$ 538.58	Credit Card Monthly Charges Nov 2021	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 11.29.21	26.99	Travel Reimbursement MRI 11.29.21	Indirect	Y	Local	Ope
Harlingen Area Chamber of Commerce	43691	195.00	Annual Membership Jan 2022-Dec 2022	Indirect	Y	Local	Ope
JWH and Associates, Inc.	921	8,624.54	SH 550 Gap II Railroad issues and Hgn Switch yard Sept 2021	SH550 GAP II	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 11.30.21	275.52	Travel Reimbursement PSJ 11.30.21	Indirect	Y	Local	Ope
		<u>9,660.63</u>					

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.400-08	\$ 3,132.38	SH550 Gap II Oct 2021	SH550 GAP II	Y	Local	Ope
		<u>3,132.38</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2021	\$ 490.83	Credit Card Monthly Charges Nov 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	213260047449238	202.96	Electricity Nov 2021 570 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	213260047449239	286.24	Electricity Nov 2021 1895 Fm 511 #1	FM1847 - SH550	Y	Local	Tolls
Neology	18745	3,410.00	Pharr Mini Standard #200952	Indirect	Y	Local	Tolls
NSA Property Holdings, LLC d/b/a Move It Storage- North 77th	Unit 242 Dec 2021	214.00	Storage Unit 242 Dec 2021	Indirect	Y	Local	Tolls
Prisciliano Delgado	10728	250.00	Lawn Care Services Nov 2021	Indirect	Y	Local	Tolls
Public Utilities Board	600710 11/21	221.47	Electricity 1100 Fm 511 Hwy-Bro Nov 2021	Direct Connectors - SH550	Y	Local	Tolls
Staples Business Credit	343897269	77.81	Office Supplies i.e. paper towels Nov 2021	Indirect	Y	Local	Tolls
Verizon Wireless	9893513861	88.32	Cell Phone/Internet HotSpot Nov 2021	Indirect	Y	Local	Tolls
		<u>5,241.63</u>					
Operations		\$ 9,660.63					
Oper Interlocal		3,132.38					
Tolls		<u>5,241.63</u>					
Total Transfer		<u>\$ 18,034.64</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

m. r. ibarra 12.6.21

Victor J. Barron,
Controller

Victor Barron 12.6.21

Pete Sepulveda Jr.,
Executive Director

PFS 12.06.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 23, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	213230047425977	\$ 43.76	Electricity Ste 7 Nov 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213230047425978	65.38	Electricity Ste 3 Nov 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213230047425979	33.05	Electricity Ste 5 Nov 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213230047425980	36.79	Electricity Ste 4 Nov 2021	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62112	7,439.92	Employee Health Benefits Dec 2021	Indirect	Y	Local	Ope
Toshiba America Business Solutions, Inc	5546190	393.91	Admin Maint Printer Nov 2021	Indirect	Y	Local	Ope
Union Pacific Railroad Company	90111903	2,258.00	SH 550 Prelim Eng-Bridge Structures Sept 2021	SH550 GAP II	Y	Local	Ope
		<u>10,270.81</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	213230047425146	\$ 209.83	Electricity Tolls Nov 2021	Indirect	Y	Local	Tolls
Gexa Energy, LP	32865825	217.52	Electricity 1505 Fm 511 & 1705 Fm 511 Nov 2021	Direct Connectors -	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI01414	14,274.00	Toll Maintenance and Support October 2021	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62112	5,581.06	Employee Health Benefits Dec 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	38905666	296.86	Tolls Printer Nov 2021	Indirect	Y	Local	Tolls
		<u>20,579.27</u>					
	Operations	\$ 10,270.81					
	Tolls	<u>20,579.27</u>					
	Total Transfer	<u>\$ 30,850.08</u>					

Reviewed by:

Monica R. Ibarra,
Accounting ClerkMonica R Ibarra 11.23.21

DocuSigned by:

Victor J. Barron,
ControllerVictor Barron 11/23/2021

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Pete Sepulveda Jr.,
Executive DirectorPete

11.23.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 19, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	040564	\$ 235.82	Supplemental Ins. Employees Nov 2021	Indirect	Y	Local	Ope
AGC Solutions LLC	AGC Rent Nov 2021	2,230.00	50% Monthly Rent Nov 2021	Indirect	Y	Local	Ope
Amazon	Amazon Nov 2021	131.16	Nov-21	Indirect	Y	Local	Ope
Gexa Energy, LP	32860318	49.88	Electricity Nov 2021 Ste 6	Indirect	Y	Local	Ope
Gulf Coast Paper Co.	2136246	239.99	Vacuum Admin/Tolls 11.4.21	Indirect	Y	Local	Ope
International Carpet One	22237	4,501.50	Commercial Carpet with Commercial Pad and Vinyl Base Color	Indirect	Y	Local	Ope
Lower Rio Grande Valley Development Council	RGVMPO O/H 2021	1,000.00	RGVMPO Sponsorship Open House 2021	Indirect	Y	Local	Ope
Mark Iglesias	Reim MI 11.12.21	500.00	Reimbursement MI 11.12.21	CC - Old Alice Road	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1170	6,820.87	Legal Services Oct-Nov 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1171	3,772.02	Legal Services Oct 2021	Indirect	Y	Local	Ope
Time Warner Cable Business Class	0121858110921	1,161.51	Internet/Phones Tolls Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 10/21	35.31	Water and Waste Water Oct 2021 Ste 7	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 10/21	34.92	Water and Waste Water Oct 2021 Ste 6	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 10/21	36.43	Water and Waste Water Oct 2021 Ste 4	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 10/21	95.48	Water and Waste Water Oct 2021 Ste 3	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 10/21	36.81	Water and Waste Water Oct 2021 Ste 5	Indirect	Y	Local	Ope
		<u>20,881.70</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Matus Contractor Company	386	\$ 8,000.00	Grass, garbage, herbicide Section 3 Nov 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Nov 2021	207.46	Electricity 180042 SH 550 Nov 2021	Port Spur - SH550	Y	Local	Tolls
Quadient Leasing USA, Inc.	N9118300	1,061.10	Mailing System Software Nov 2021	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0121858110921	1,161.50	Internet/Phones Tolls Nov 2021	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0879673111521	289.75	Ethernet Intrastate 9673 Nov 2021	Direct Connectors - SH550	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5543445	72.26	Toll Printer Maint Nov 2021	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 10/21	38.69	Water and Waste Water Oct 2021 Tolls	Indirect	Y	Local	Tolls
		<u>10,830.76</u>					
Operations		\$ 20,881.70					
Tolls		<u>10,830.76</u>					
Total Transfer		<u>\$ 31,712.46</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

 11.19.21

Victor J. Barron,
Controller

 11.19.21

Pete Sepulveda Jr,
Executive Director

 11.19.21

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims December 16, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.228-01	\$ 34,999.09	Harlingen Rail Project FRA CRISI Grant Application Nov 2021	SH550 GAP II	Y	Local	Ope
		<u>34,999.09</u>					

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.320-02	\$ 379,208.77	West Rail Trail PS&E through Nov 2021	West Rail Corridor	Y	Local	Ope
		<u>379,208.77</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100163	\$ 6,461.34	Back Office Maint and Support for Tolls and Pharr Nov 2021	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,461.34</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100163	\$ 15,600.00	Back Office Maint and Support for Tolls and Pharr Nov 2021	Indirect	Y	Local	Toll
		<u>15,600.00</u>					
	Operations	34,999.09					
	Oper Interlocal	379,208.77					
	Tolls Interlocal	6,461.34					
	Tolls	15,600.00					
	Total Transfer	<u>\$ 436,269.20</u>					

Reviwed by:

Victor J. Barron,
Controller

Victor J. Barron

12.11..21

Pete Sepulveda Jr,
Executive Director

P-H

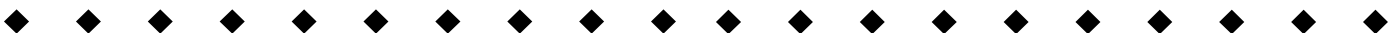
**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
NOVEMBER 2021.**



NOVEMBER 2021 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

TABLE OF CONTENTS

REVENUES & EXPENSES

ADMINISTRATIVE REVENUES AND EXPENSES	1
TOLL OPERATIONS REVENUES AND EXPENSES - CASH	2
COMBINED REVENUES AND EXPENSES	3
STATEMENT OF REVENUES AND EXPENDITURES - MONTHLY PROJECTS	4

FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions Included

In Report From 11/1/2021 Through 11/30/2021

	Current Period Current Period Actual	Budget - Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 245,380	\$ 283,333	\$ (37,953)	\$ 495,360	\$ 3,400,000	\$ (2,904,640)	\$ 485,690
Interlocal agreements	17,583	29,250	(11,667)	35,167	351,000	(315,833)	20,000
Other revenues	413	800	(387)	413	9,600	(9,188)	-
Total Operating Revenues	263,376	313,383	(50,007)	530,939	3,760,600	(3,229,661)	505,690
Operating Expenses							
Personnel costs	75,554	106,832	31,278	142,990	1,281,987	1,138,997	126,676
Professional services	22,251	29,592	7,341	34,251	355,100	320,849	49,793
Advertising & marketing	1,000	1,375	375	1,125	16,500	15,375	250
Data processing	190	1,000	810	409	12,000	11,591	345
Dues & memberships	392	1,667	1,275	592	20,000	19,408	75
Education & training	-	833	833	-	10,000	10,000	-
Fiscal agent fees	-	4,467	4,467	3,870	53,600	49,730	2,220
Insurance	-	667	667	-	8,000	8,000	-
Maintenance & repairs	278	4,167	3,889	1,213	50,000	48,787	-
Office supplies	523	2,250	1,727	7,070	27,000	19,930	760
Leases	311	311	0	622	3,735	3,113	15,269
Travel	303	2,083	1,780	929	25,000	24,071	52
Utilities	1,710	2,250	540	3,532	27,000	23,468	3,254
Contingency	2,230	10,417	8,187	6,690	125,000	118,310	-
Total Operating Expenses	104,742	167,910	63,168	203,293	2,014,922	1,811,629	198,695
Total Operating Income (Loss)	158,634	145,473	13,161	327,646	1,745,678	(1,418,032)	306,995
Non Operating Revenues							
Interest income	10,041	4,583	5,458	20,162	55,000	(34,838)	10,868
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	10,041	187,917	(177,876)	20,162	2,255,000	(2,234,838)	10,868
Non Operating Expenses							
Debt interest	-	158,807	158,807	-	1,905,678	1,905,678	-
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	428
Project expenses	9,576	172,500	162,924	10,203	2,070,000	2,059,797	9,883
Total Non Operating Expenses	9,576	333,390	323,814	10,203	4,000,678	3,990,475	10,311
Total Changes in Net Position	\$ 159,099	\$ -	\$ 159,099	\$ 337,605	\$ -	\$ 337,605	\$ 307,553

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 11/1/2021 Through 11/30/2021

	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	\$ 124,055	\$ 163,750	\$ (39,695)	\$ 366,468	\$ 1,965,000	\$(1,598,532)	\$ 355,669
Interop Revenues							
Interop revenues	117,021	71,250	45,771	205,306	855,000	(649,694)	157,210
Bridge interoperability	49,650	41,667	7,983	86,574	500,000	(413,426)	95,402
Total Interop Revenues	166,671	112,917	53,754	291,881	1,355,000	(1,063,119)	252,612
Other Toll Revenues							
Interlocal agreement	12,172	13,490	(1,318)	28,531	161,880	(133,349)	24,068
Total Other Toll Revenues	12,172	13,490	(1,318)	28,531	161,880	(133,349)	24,068
Total Toll Operating	302,898	290,157	12,741	686,879	3,481,880	(2,795,001)	632,348
Toll Operating Expenses							
Personnel costs	38,179	52,894	14,715	71,558	634,724	563,166	70,366
Transaction processing costs	38,737	43,967	5,230	81,279	527,600	446,321	85,126
Toll system maintenance/IT	23,258	22,750	(508)	45,963	273,000	227,037	43,151
Roadside maintenance	26,803	38,967	12,164	67,781	467,600	399,819	69,053
CSC indirect/overhead costs	9,035	25,099	16,064	28,397	301,190	272,793	25,680
Total Toll Operating	136,012	183,676	47,664	294,978	2,204,114	1,909,136	293,376
Total Operating Income (Loss)	166,886	106,481	60,406	391,901	1,277,766	(885,865)	338,972
Non Operating Revenues							
Pass through grant	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Total Non Operating	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Non Operating Expenses							
Debt interest	-	221,897	221,897	-	2,662,766	2,662,766	-
Total Non Operating	-	221,897	221,897	-	2,662,766	2,662,766	-
Changes in Net Position	\$ 166,886	\$ -	\$ 166,886	\$ 391,901	\$ -	\$ 391,901	\$ 338,972

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included
In Report From 11/1/2021 Through 11/30/2021

	Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 245,380	\$ 283,333	\$ (37,953)	\$ 495,360	\$ 3,400,000	\$ (2,904,640)	\$ 485,690
Interlocal agreement	30,168	43,540	(13,372)	64,110	522,480	(458,370)	44,068
Toll revenues	290,726	276,667	14,059	658,348	3,320,000	(2,661,652)	608,281
Total Operating Revenues	566,274	603,540	(37,266)	1,217,818	7,242,480	(6,024,662)	1,138,038
Operating Expenses							
Personnel costs	113,734	159,726	45,992	214,548	1,916,711	1,702,163	197,043
Accounting software and services	-	208	208	-	2,500	2,500	2,274
Professional services	12,000	25,217	13,217	24,000	302,600	278,600	45,420
Contractual services	11,293	6,250	(5,043)	11,293	75,000	63,707	2,600
Advertising & marketing	1,125	7,625	6,500	6,442	91,500	85,058	2,283
Data processing	353	1,000	647	592	12,000	11,408	345
Dues & memberships	392	2,250	1,858	592	27,000	26,408	75
Education & training	199	1,667	1,468	199	20,000	19,801	-
Fiscal agent fees	-	4,900	4,900	3,870	58,800	54,930	2,220
Insurance	-	7,250	7,250	16,798	87,000	70,202	16,024
Maintenance & repairs	528	5,833	5,305	7,829	70,000	62,171	580
Office supplies	18,699	24,500	5,801	47,243	294,000	246,757	45,777
Road maintenance	55,273	64,333	9,060	113,944	772,000	658,056	121,641
Leases	1,883	4,687	2,804	3,766	56,247	52,481	23,454
Toll services	14,344	13,967	(377)	25,441	167,600	142,159	18,179
Travel	303	3,333	3,030	1,040	40,000	38,960	100
Utilities	4,990	6,700	1,710	10,115	80,400	70,285	14,058
Contingency	5,640	12,140	6,500	10,558	145,678	135,120	-
Total Operating Expenses	240,754	351,586	110,832	498,271	4,219,036	3,720,765	492,071
Net Change from Operations	325,520	251,954	73,566	719,547	3,023,444	(2,303,897)	645,967
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	10,041	4,583	5,458	20,162	55,000	(34,838)	10,868
TRZ Revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating	10,041	303,333	(293,292)	20,162	3,640,000	(3,619,838)	10,868
Non Operating Expenses							
Bond Debt Expense	-	380,704	380,704	-	4,568,444	4,568,444	-
Debt Interest - LOC	-	2,083	2,083	-	25,000	25,000	428
Project expenses	9,576	172,500	162,924	10,203	2,070,000	2,059,797	9,883
Total Non Operating	9,576	555,287	545,711	10,203	6,663,444	6,653,241	10,311
Changes in Net Position	\$ 325,984	\$ -	\$ 325,984	\$ 729,506	\$ -	\$ 729,506	\$ 646,525

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly Project I/S - Unposted
Transactions Included In Report From 11/1/2021 Through 11/30/2021

	Current Period Actual	Current Year Actual
Non Operating Revenues		
Grant revenues		
Federal Revenue		
SH550 GAP II	\$ 1,806	\$ 4,312
Total Federal Revenue	1,806	4,312
Local Revenue		
CC - Old Alice Road	-	55,423
CC - Consulting Services PF	8,000	16,000
CC - Administration	-	1,489
Building & Parking Lot		
Total Local Revenue	8,000	72,912
Total Grant revenues	9,806	77,224
Total Non Operating Revenues	9,806	77,224
Non Operating Expenses		
Project expenses		
SH550 GAP II	1,806	4,312
CC - Old Alice Road	-	55,423
CC - Consulting Services PF	8,000	16,000
CC - Administration	-	1,489
Building & Parking Lot		
Total Project expenses	9,806	77,224
Total Non Operating Expenses	9,806	77,224
Total Changes in Net Position	\$ -	\$ -

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet As of 11/30/2021

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 6,124,298
Restricted cash accounts - debt service	8,261,417
Restricted cash - bond proceeds	3,483,387
Accounts receivable, net	
Vehicle Registration Fees - Receivable	497,005
Other	<u>3,067,219</u>
Total Accounts receivable, net	3,564,224
Accounts receivable - other agencies	2,675,518
Accrued interest	<u>-</u>
Total Current Assets:	24,108,844
Non Current Assets:	
Capital assets, net	99,706,617
Capital projects in progress	24,750,322
Unamortized bond prepaid costs	94,960
Net pension asset	<u>122,663</u>
Total Non Current Assets:	124,674,562
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	<u>192,320</u>
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 149,073,310</u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 671,449
Accrued expenses	320,301
Deferred revenue	<u>534,209</u>
Total Current Liabilities	1,525,960
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	<u>77,467,246</u>
Total Non Current Liabilities	93,601,434
Deferred Inflows of Resources	
Deferred inflows related to pension	<u>168,027</u>
Total LIABILITIES	<u>95,295,420</u>
NET POSITION	
Beginning net position	
	<u>52,795,327</u>
Total Beginning net position	52,795,327
Changes in net position	
	<u>982,563</u>
Total Changes in net position	982,563
Total NET POSITION	<u>53,777,890</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 149,073,310</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 11/30/2021

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 274,580	\$ 570,760
Receipts from interop toll revenues	145,634	254,835
Receipts from TPS toll revenues	110,038	672,994
Receipts from other operating revenues	26,835	60,776
Payments to vendors	103,579	(168,793)
Payments to employees	(113,735)	(223,817)
Total Cash Flows from Operating Activities	<u>546,930</u>	<u>1,166,755</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(545,403)	(546,403)
Acquisitions of construction in progress	(238,996)	(505,859)
Proceeds related to redevelopment assets	569,895	564,216
Payment on interlocal project expenses	(11,383)	(71,427)
Interlocal project proceeds	(50,000)	(50,000)
Total Cash Flows from Capital and Related Financing Activities	<u>(275,887)</u>	<u>(609,473)</u>
Cash Flows from Investing Activities		
Receipts from interest income	10,041	20,162
Total Cash Flows from Investing Activities	<u>10,041</u>	<u>20,162</u>
Beginning Cash & Cash Equivalents	<u>17,588,018</u>	<u>17,291,658</u>
Ending Cash & Cash Equivalents	<u>\$ 17,869,102</u>	<u>\$ 17,869,102</u>

**2-E CONSIDERATION AND APPROVAL OF QUARTERLY INVESTMENT
REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2021.**



Investment Report

TO: CCRMA Board of Directors

FROM: Victor J. Barron, Controller

DATE: December 16, 2021 *VJB*

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 Market Value</u>	<u>Ending Market Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 11/30/2021</u>
2010 Bond Reserves	\$ 1,027,085.28	\$ 1,029,648.08	Monthly	1.00%	\$ 2,562.80
2010 Bond Reserves	896,275.05	898,511.45	Monthly	1.00%	2,236.40
	\$ 1,923,360.33	\$ 1,928,159.53			<u>\$ 4,799.20</u>
Total Market Value of Principal and Accrued Interest					<u>\$ 1,928,159.53</u>
Required level of security at 102%					<u>\$ 1,966,722.72</u>

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

CAMERON COUNTY REGIONAL MOBILITY
THE BANK OF NEW YORK MELLON
TRUST COMPANY NA TRUSTEE
3461 CARMEN AVE
RANCHO VIEJO TX 78575

30
0
0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448174 (BNY MELLON 701107)

=====

AVG AVAILABLE BALANCE	1,028,746.17	LAST STATEMENT 10/29/21	1,028,746.17
AVERAGE BALANCE	1,028,746.17	1 CREDITS	901.91
		DEBITS	.00
		THIS STATEMENT 11/30/21	1,029,648.08

- - - - - OTHER CREDITS - - - - -		
DESCRIPTION	DATE	AMOUNT
INTEREST AT 1.0000 %	11/30	901.91

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	1,028,746.17	INTEREST EARNED:	901.91
AVERAGE AVAILABLE BALANCE:	1,028,746.17	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	901.91	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2021:	9,375.11		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

*		TOTAL FOR	TOTAL
*		THIS PERIOD	YEAR TO DATE
*	-----*		
* TOTAL OVERDRAFT FEES:	\$.00	\$.00	*
*	-----*		
* TOTAL RETURNED ITEM FEES:	\$.00	\$.00	*

- - - - - DAILY BALANCE - - - - -			
DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE	
11/30 1,029,648.08			

- END OF STATEMENT -

CAMERON COUNTY REGIONAL MOBILITY
THE BANK OF NEW YORK MELLON
TRUST COMPANY NA TRUSTEE
3461 CARMEN AVE
RANCHO VIEJO TX 78575

30
0
0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448570

=====

AVG AVAILABLE BALANCE	897,724.40	LAST STATEMENT 10/29/21	897,724.40
AVERAGE BALANCE	897,724.40	1 CREDITS	787.05
		DEBITS	.00
		THIS STATEMENT 11/30/21	898,511.45

DESCRIPTION	OTHER CREDITS	DATE	AMOUNT
INTEREST AT 1.000000 %		11/30	787.05

- - - I N T E R E S T - - -

AVERAGE LEDGER BALANCE:	897,724.40	INTEREST EARNED:	787.05
AVERAGE AVAILABLE BALANCE:	897,724.40	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	787.05	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2021:	8,181.09		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

*		TOTAL FOR	TOTAL
*		THIS PERIOD	YEAR TO DATE
*	-----*		
* TOTAL OVERDRAFT FEES:	\$.00		\$.00
*	-----*		
* TOTAL RETURNED ITEM FEES:	\$.00		\$.00

- - - DAILY BALANCE - - -	
DATE.....BALANCE	DATE.....BALANCE
11/30 898,511.45	

- END OF STATEMENT -



Statement of Account with FHLB Dallas

As of Date: 10/4/2021

FHFA ID: 52018

Texas Regional Bank
6770 West Interstate 2
Harlingen, TX 78552

FHLB Dallas
8500 Freeport Pkwy #600
Irving, TX, 75063

LOC Number	Expiration Date	Depositor Name	Start Date	Modification Date	Pledge Amount
20000780	06/10/2023	Cameron Co Regional Mobility Author	08/03/2020	8/25/2021	\$11,000,000.00
					Total of pledge amount: \$11,000,000.00

Grand total of pledge amount: \$11,000,000.00

**2-F DISCUSSION REGARDING THE STATUS OF THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS.**

CCRMA Project Status Presentation CCRMA Board Meeting

December 16, 2021



South Port Connector

CSJ: 0921-06-288



Recent Activity:

- Currently Under Construction - 98% Complete
- Estimated Completion Date – December 2021

1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design



5

Funding



Under
Construction



- Included in Border Master Plan- High Impact Project
- CBP/GSA Approval Received – DAA Executed
- Received TxDOT concurrence on Public Interest Finding for specialized equipment
- Pending – TxDOT Final Approval for Project Letting / Approval of 100% PS&E
- Pending Trade Fair Agreement & TIP Amendment for FY 2022 Letting

1

Environmental



2

Preliminary Engineering



3

ROW & Utilities:



4

Design



5

Funding



Shovel Ready

SH 550 GAP 2 Project

CSJ: 0684-01-068



Recent Activity:

- Included in Border Master Plan- High Impact Project
- ROW in Place / Utilities Adjusted
- Environmental Re Evaluation Underway
- PS&E-90% complete
- TxDOT Commission Approved 2.5 Miles of Interstate Designation - March 2020
- UPRR Structure Group reviewing Railroad Bridge Alternatives

1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design

- 90% PS&E Completed

5

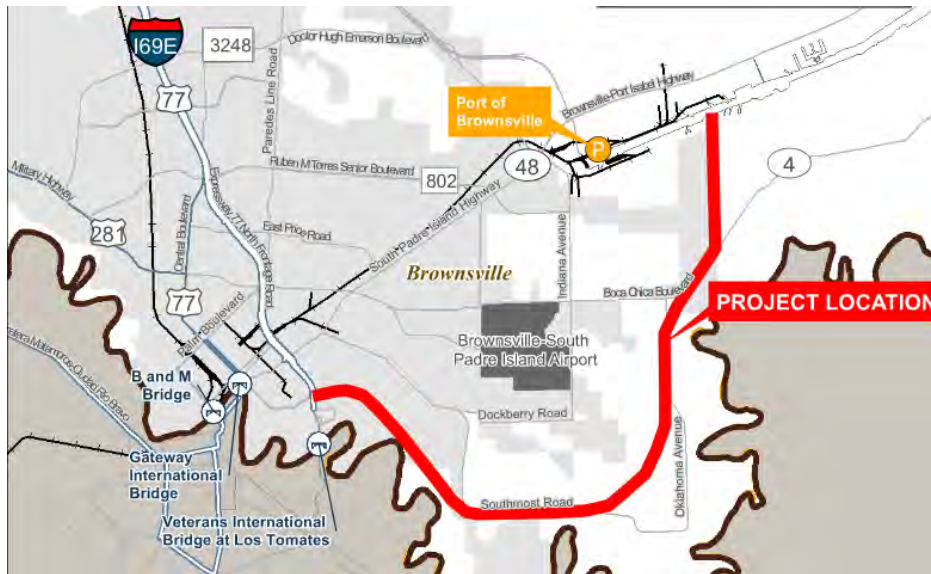
Funding



Shovel
Ready

East Loop

CSJ: 0921-06-315



Recent Activity:

- Included in Border Master Plan- High Impact Project
- USFWS Land Swap Agreement FONSI Issued
- Environmental Documents are 80% complete
- USFWS and IBWC Addressing 90% schematic comments
- Pending August/November 2021 TIP Amendment
- CCRMA is Proceeding with 100% Local Funding for PS&E to Expedite

- | | | |
|---|--------------------------------|--------------------|
| 1 | Environmental | - 80% complete |
| 2 | Preliminary Engineering | ✓ |
| 3 | ROW & Utilities: | - In Process |
| 4 | Design | - Under Design |
| 5 | Funding | - Partially Funded |

Flor De Mayo Bridge

CSJ: TBD



Recent Activity:

- Included in Border Master Plan- High Impact Project
- Feasibility study Complete
- Submitted Presidential Permit Application to DOS

1

Environmental - Underway

2

Preliminary Engineering - Underway

3

ROW & Utilities:



4

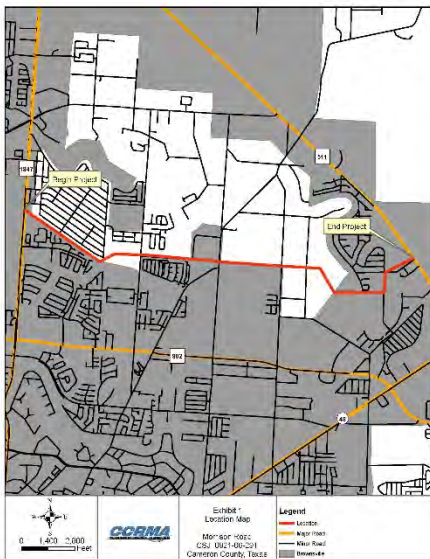
Design - Pending

5

Funding - Pending

Morrison Road

CSJ: 0921-06-291



1 **Environmental** - Underway

2 **Preliminary Engineering** - Underway

3 **ROW & Utilities:** - Pending

4 **Design** - Pending

5 **Funding**



Recent Activity:

- Included in Border Master Plan- High Impact Project
- Consultant selected and environmental and schematic are under development
- Preliminary Coordination with City and Drainage / District Underway
- Functional Classification under review by FHWA

Old Alice Rd

CSJ: 0921-06-290



Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- 95% PS&E complete.
- Virtual Public Meeting Held August 11, 2020
- ROW 100% in place, Utilities Adjusted.

1

Environmental - 95% Complete

2

Preliminary Engineering



3

ROW & Utilities:



4

Design

- Pending

5

Funding



FM 509

CSJ: 0921-06-254



Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- Transportation Commission Approved On-System Minute Order - May 2021
- TxDOT has funded the project fully in the 2021 UTP
- Functional Classification under review by FHWA
- CCRMA will utilize 100% Local Funds for Preliminary Engineering to expedite

1 **Environmental** - Pending

2 **Preliminary Engineering** - Pending

3 **ROW & Utilities:** - Pending

4 **Design** - Pending

5 **Funding** ✓

SPI 2nd Access CSJ: TBD



Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- Recently redesignated to a Non-Tolled project development strategy
- Using Local Funds to Complete Environmental Phase

1

Environmental - Underway

2

Preliminary Engineering - Underway

3

ROW & Utilities: - Pending

4

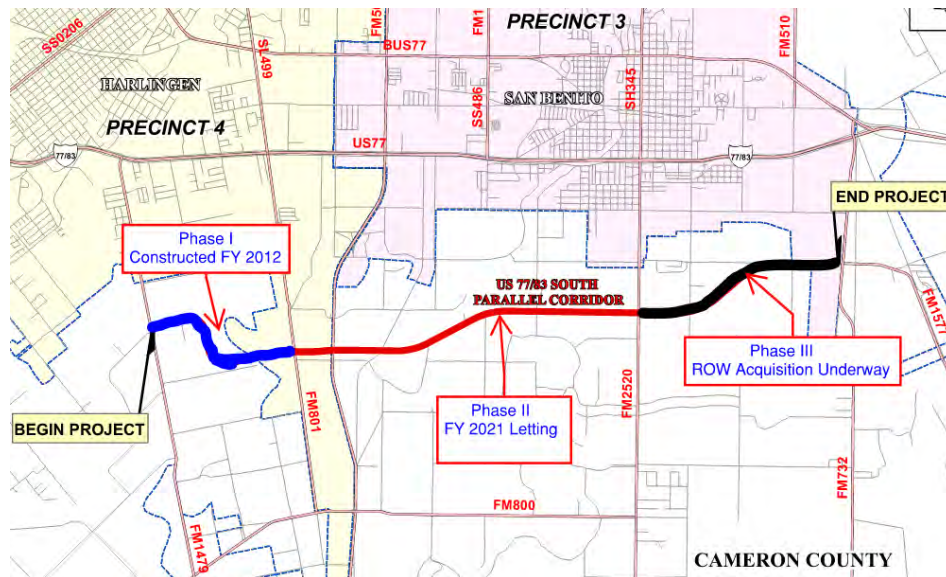
Design - Pending

5

Funding - Pending

S. Parallel Corridor Phase II

CSJ: 0921-06-252



1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design



5

Funding

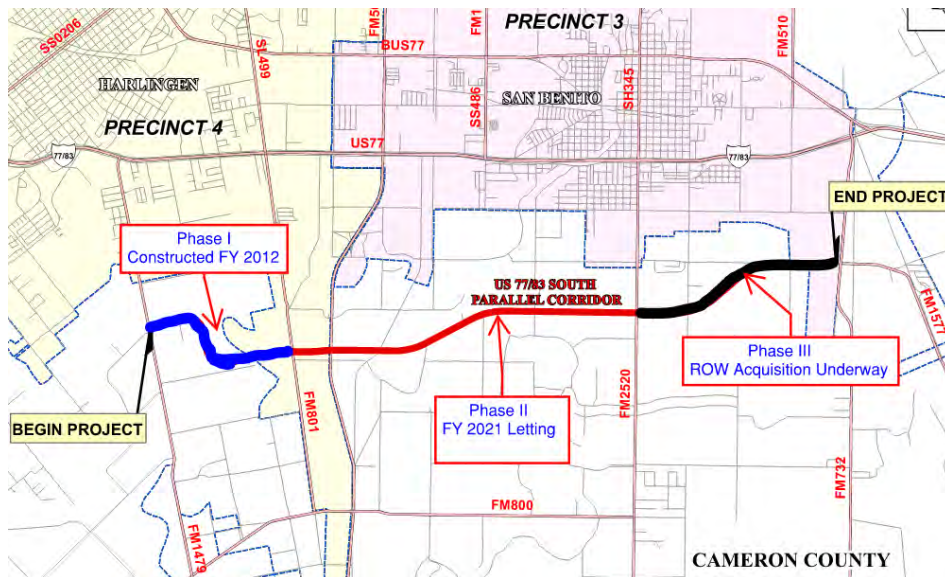


Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- 100% PS&E Approved by TxDOT
- 100% of ROW Acquired, 100% Utilities Adjusted
- Fully Funded for Construction
- December 2021 Letting

S. Parallel Corridor Phase III

CSJ: 0921-06-257



1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities: - Underway

4

Design - Underway

5

Funding - Pending

Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- ROW Acquisition Underway using Local Funds
- Utility Coordination Underway using Local Funds
- Needs Funding to construct the entire 10-Mile Corridor to a 5-Lane Urban Section

US 281 Connector



1

Environmental

- Pending

2

**Preliminary
Engineering**

- Pending

3

ROW & Utilities:

- Pending

4

Design

- Pending

5

Funding

- Pending

Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- CCRMA Conceptual Project to provide a connection between US281 (Military Highway) and I69E. Ultimately connecting the International Bridges Directly with the Port of Brownsville Via SH 550

West Blvd – Roadway CSJ:



Recent Activity:

- Preliminary Engineering is being completed with 100% Local Funds
- Functional Classification under development
- Roadway Construction Funding - FY 2022 of the TIP / MTP
- Environmental Documents Under Development In-House (CCRMA)
- ROW is in place

1 **Environmental** - Underway

2 **Preliminary Engineering** - Underway

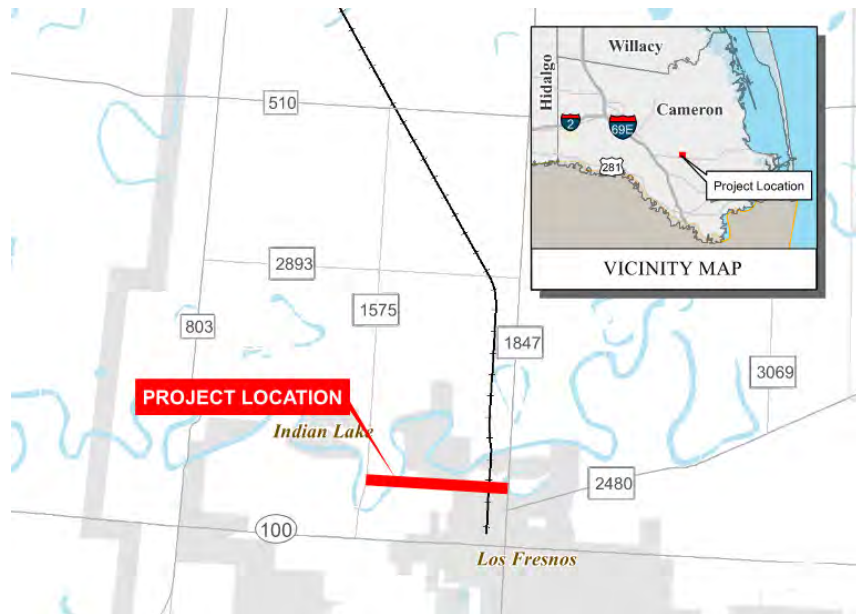
3 **ROW & Utilities:** ✓

4 **Design** - Pending

5 **Funding** ✓

Whipple Road

CSJ: 0921-06-292



Recent Activity:

- Construction 100% Funded in 2021 UTP
- DCC held on September 14, 2020
- Schematics at 90%
- Environmental at 75%

1 **Environmental** - Underway

2 **Preliminary Engineering** - Underway

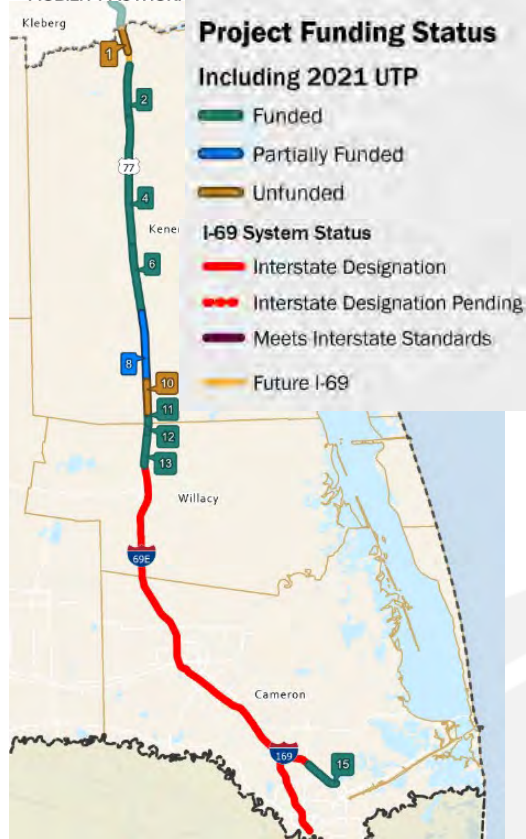
3 **ROW & Utilities:** ✓

4 **Design** - Pending

5 **Funding** ✓

U.S. 77 – I69E Plan

Fully Funded by TxDOT - 2021 UTP

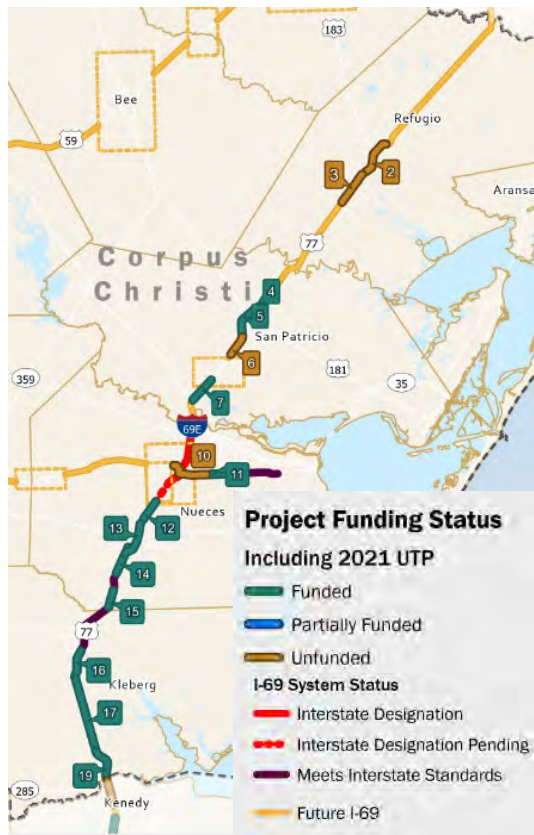


#	CSJ	HWY	Current XS ²	Limits	Description	EST. WORKS COST (M)	EST. TOTAL COST ³	MILES	FUNDING STATUS ⁵	LET YEAR
1	0327-02-055	US 77	4D+	KENEDY/KLEBERG COUNTY LINE to 0.71 MILES N. OF LA PARRA AVE.	Interstate Designation	\$23.3	\$28.0	1.0	Unfunded	2025
2	0327-02-056	US 77	4D+	0.87 MILES S. OF LA PARRA AVE. to 8 MILES S. OF LA PARRA AVE.	Interstate Designation	\$66.9	\$80.3	7.1	Full	2026
4	0327-03-048	US 77	4D+	8 MILES S. OF LA PARRA AVE. to 9.6 MILES N. OF NORIAS RD.	Interstate Designation	\$60.4	\$72.5	12.5	Full	2026
5	0327-04-037	US 77	4D+	9.6 MILES NORTH OF NORIAS RD to NORIAS RD.	Interstate Designation	\$84.6	\$101.5	9.6	Full	2024
6	0327-05-041	US 77	4D+	NORIAS RD to 1.34 MILES N OF WILLACY/KENEDY COUNTY LINE	Interstate Designation	\$108.3	\$130.0	11.6	Partial	2024
10	0327-05-043	US 77	4D+	1.34 MILES N OF WILLACY/KENEDY COUNTY LINE to 1.19 MILES S OF CRYSTAL GATE/NORIAS DI	Construct Main lanes & Overpasses	\$24.5	\$29.4	3.5	Unfunded	2035
11	0327-05-042	US 77	4D+	1.34 MILES N OF WILLACY/KENEDY COUNTY LINE to WILLACY/KENEDY COUNTY LINE	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$7.2	\$8.8	1.3	Full	2018
12	0327-10-062	US 77	4D+	WILLACY/KENEDY COUNTY LINE to 0.93 MILES S OF WILLACY/KENEDY C.L.	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$8.2	\$9.9	0.9	Full	2018
13	0327-10-057	US 77	4D+	0.93 MILES S OF WILLACY/KENEDY COUNTY LINE to BUSINESS 77	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$22.7	\$27.2	4.0	Full	2017
15	0684-01-058	SH 550	4D+	.203 MILES S OF FM 1847 to 1.13 MILES SE OF UPRR OVRPASS AT FM 3248	Construct New Toll Road	\$17.3	\$20.8	3.9	Full	2022
Total						\$1,085.2	\$1,302.3	103.8		

Included in Border Master Plan

U.S. 77 – I69E Plan

Fully Funded by TxDOT - 2021 UTP



#	CSJ	HWY	Current XS ²	Limits	Description	EST CONST COST (\$M)	EST TOTAL COST (\$M)	MILES	FUNDING STATUS ⁵	LET YEAR
2	0371-03-090	US 77	4CTL, 4D+	N OF REFUGIO to S OF REFUGIO (RELIEF ROUTE)	Construct New Roadway Lanes	\$360.0	\$432.0	10.1	Unfunded	2029
3	0371-03-130	US 77	4D+	S OF REFUGIO RR to S OF WOODSBORO	Convert Non-Freeway	\$70.0	\$84.0	4.1	Unfunded	2029
4	0371-04-062	US 77	4D+	CHILTIPI CREEK BR (CONTROL BREAK) to BUSINESS NORTH (SINTON)	Convert Non-Freeway	\$40.0	\$48.0	2.9	Full	2024
5	0372-01-101	US 77	4D+	BUSINESS SOUTH (SINTON) to CHILTIPI CREEK BR (CONTROL BREAK)	Convert Non-Freeway	\$40.0	\$48.0	2.9	Full	2024
6	0372-01-109	US 77	4D+	NORTH OF ODEM to BUSINESS SOUTH (SINTON)	Convert Non-Freeway	\$60.0	\$72.0	2.2	Unfunded	2029
7	0372-01-106	US 77	4D+	IH 37 AND INTERCHANGE to SOUTH OF ODEM	Convert Non-Freeway	\$127.5	\$153.0	4.3	Full	2028
12	0102-02-101	US 77	4D+	NORTH OF FM 2826 to SOUTH OF CR 28 (CONTROL BREAK)	Construct Main Lanes, Frontage Roads And Structures	\$12.7	\$15.2	2.4	Full	2018
13	0102-16-001	US 77	NA	CR 28 to CR 16	Construct New Roadway Lanes	\$82.4	\$98.9	5.1	Full	2018
14	0102-03-082	US 77	4D+	CR 16 to SOUTH OF FM 3354	Convert Non-Freeway	\$23.2	\$27.9	2.9	Full	2018
15	0102-03-087	US 77	4D+	CR 4 to FM 70	Construct Ramps	\$9.0	\$10.8	2.0	Full	2021
16	0102-04-099	US 77	4D+	FM 1356 to CR 2130	Convert Non-Freeway	\$55.2	\$66.3	3.4	Full	2020
17	0102-04-097	US 77	4D+	CR 2130 to 1.5 MILES N. OF SH 285	Convert Non-Freeway	\$115.0	\$138.0	8.6	Full	2022
19	0327-09-002	US 77	NA	1.5 MILES N. OF SH 285 INTERSECTION to KENEDY/KLEBERG COUNTY LINE	Construct New Roadway Lanes	\$110.0	\$132.0	4.0	Full	2024

Included in Border Master Plan

CCRMA Back Office Update

- FUEGO Tag live October 21, 2021
- Customer Tag Functionality
- Electronic Communications
- Customization of Accounts to accommodate Bridges & Parks
- Redesigned reporting for Interoperability
- Account migration to Prepaid accounts
- New interfaces with Neopost (print & mail), Interop Systems, and Collections

Vendors:
TollPlus, LLC

CC Intl Bridge Toll Collection System

- Estimated Go Live – TBD
- New lane functionality with ETC Tags and RFID Cards
- Improved Lane processing logic
- Improved transaction accountability and Cash Management process
- Account migration from current system to CCRMA Back Office
- Improvements to increase electronic payment versus cash payment
- Improved system accountability with Digital Video Auditing System

Vendors:
TollPlus, LLC
A to Be, LLC
Etransit – (sub to A to Be, LLC)

CC Parks User Fee Collection System

- Estimated Go Live - TBD
- Complete new system design leveraging ETC in the lanes
- Daily passes can now be offered to ETC customers
- CCRMA tag functionality to replace current monthly, annual, and RV passes
- Improved revenue enforcement using automatic license plate readers (ALPR)
- Improved system accountability with Digital Video Auditing System

Vendors:
TollPlus, LLC
A to Be, LLC
Etransit – (sub to A to Be, LLC)

CCRMA PARTNERSHIP PROJECTS WITH CAMERON COUNTY

Cameron County Parks Administration Building Project

- New construction with site work of the two-story 8,695 SF County Parks Administration Building, located within Isla Blanca Park.
- Estimated project cost: \$3.2 Million

Cameron County Parks

- Wi-Fi Connectivity
- Estimated project cost: \$.5 Million

Isla Blanca Toll Booths

- Construction of toll booth for Cameron County Beach Access #1
- Estimated project cost: \$.3 Million

Cameron County Parks Warehouse

- New construction with site work of the Cameron County Parks Warehouse
- Estimated project cost: \$2 Million

Mountain Bike Trail

- Enhancements to existing mountain bike trail at the Pedro "Pete" Benavides County Park, Cameron County Texas
- Estimated project cost: \$.1 Million

CCRMA Project Executive Summary

\$30 Million in Projects Currently Under Construction

\$1.5 Billion CCRMA Overall Project Portfolio

Shovel Ready Projects

- SH 550 Gap II
 - **\$21 M**
- Old Alice Road
 - **\$ 17.75 M**
- West Rail Trail
 - **\$7.5 M**
- South Parallel Corridor Ph. II
 - **\$8.5 M**
- Veterans Intl. Bridge Expansion
 - **\$15 M**

\$70 Million in Locally Developed Shovel Ready Projects.

Projects in Design

- East Loop
 - **\$100 M**
- FM 509 Extension
 - **\$9 M**
- Whipple Rd.
 - **\$6M**
- Morrison Road Project
 - **\$17M**
- South Parallel Corridor Ph. III
 - **\$10 M**
- South Parallel Corridor Ultimate 5 Lane
 - **\$30 M**
- West Rail Roadway
 - **\$6 M**
- Misc. Projects

\$185 Million in Locally Developed Shovel Ready Projects.

Projects In Development

- US 77 / I69E
 - **\$140M**
- SPI 2nd access
 - **\$500M**
- Outer Parkway
 - **\$200M**
- Flor de Mayo International Bridge
 - **\$40M**
- I69 Connector
 - **\$160M**
- US 281 Connector
 - **\$140M**

\$1.18 Billion
Planning Phase

14 CCRMA Projects Currently included in the TxDOT Border Master Plan

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



AGREEMENT FOR CONSULTING SERVICES

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

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

This Agreement is effective as of January 1, 2022. This Agreement will terminate on December 31, 2022, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30-days written notice to the other party.

SCOPE OF SERVICES

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

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

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

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

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of \$20,000.00 each month for the duration of this contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expenses provided that such expense receives the prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. If Consultant and the Client both agree that a higher level of service than expected is needed during the legislative session or a special session is called by the governor, Consultant and the Client may renegotiate this contract based on mutually agreeable terms, if necessary, during the term of the contract. Notwithstanding the foregoing, Consultant remains obligated to perform under this Agreement during such renegotiation.

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

Consultant represents and warrants that it is free to enter into and to fully perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultant's obligations hereunder. In no instance shall Consultant take a position adverse to Client's interests in the matters in which Consultant represents Client. Consultant shall do everything in its power to promote Client's interests in the matters Client has entrusted to Consultant, and Consultant will do nothing that will be adverse to that commitment.

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

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

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

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

As of the date of this Agreement, it is anticipated that the Client and the County will enter into an Interlocal Agreement between the Client and the County whereby the County will utilize the Client's Consultant during the 87th Legislative session. In the event that the Consultant provides such services to the County, the Client shall not be responsible for any fees or expenses incurred in providing those services to the County. Moreover, such services shall not limit or conflict with the services provided by the Consultant to the Client.

Agreed: _____ Dated: _____
Consultant

Agreed: _____ Dated: _____
Client

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

STATE OF TEXAS §
 § Contract No. _____
 COUNTY OF CAMERON §

INTERLOCAL AGREEMENT BETWEEN
 CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

1. LOCATION OF PROJECT: Cameron County, Texas
2. PROJECT TO BE COMPLETED: Pursuant to TEX. LOCAL GOV'T CODE § 791.025, to the extent applicable, Cameron County will utilize the CCRMA's Consultant, Pathfinders Public Affairs, to assist with legislation and other issues associated with the 87th Legislative session and the upcoming 88th Legislative session. Consultant will assist County with any legislative issues that may arise as a result of legislation recently passed during the 87th Legislature. Consultant will report directly to County for any issues associated with the County.
3. The cost of the services and the amount of this Interlocal Agreement is \$96,000.00 which will be paid by Cameron County. The funds to be paid by Cameron County will be paid from current revenues of Cameron County. Cameron County will receive monthly reports from the CCRMA's Consultant.
4. The rules, regulations and orders of the CCRMA shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this Interlocal Agreement.
5. The Interlocal Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Director and the Cameron County Commissioners Court. The Interlocal Agreement will cover period from January 1, 2022 and will terminate on December 31, 2022, unless extended by action of both CCRMA and COUNTY.

EXECUTED ON _____.

 Eddie Treviño, Jr.
 Cameron County Judge

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

Attested By:

Attested By:

 Sylvia Garza Perez, County Clerk

 Arturo A. Nelson, Secretary

**2-I CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY REGARDING THE OLD ALICE ROAD PROJECT.**

STATE OF TEXAS)
)
 CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Interlocal Cooperation Agreement") is entered into by and between the CAMERON COUNTY, TEXAS, hereinafter referred to as "COUNTY", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of COUNTY and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, the CCRMA, and the COUNTY, are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

WHEREAS, the CCRMA and the COUNTY hereby find that this Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and the COUNTY, as contemplated by TEX. GOV'T CODE § 791.001; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the COUNTY and the CCRMA hereby find that the services pursuant to this Interlocal Agreement are reasonably required and that this Interlocal Agreement includes an agreement between the CCRMA and the COUNTY pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable;

NOW, THEREFORE, the COUNTY and the CCRMA agree to the following terms:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to continue with the Old Alice Road Project and advance it to the Construction Phase.
2. **PROJECT TO BE COMPLETED:** Funds provided will be to relocate utilities owned by Olmito Water Supply Corporation as part of the construction of the Old Alice Road project.
3. **CCRMA HEREBY AGREES TO:**
 - a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary approvals for design and engineering and coordinate with any state and federal agencies, including Olmito Water Supply Corporation regarding issues arising during the design, and engineering phase.

- b. To provide monthly progress reports of activities to the COUNTY.
- c. To Coordinate with TxDOT the approval of 100% PS&E.
- d. To coordinate with Olmito Water Supply Corporation the relocation of the necessary utilities.

4. COUNTY HEREBY AGREES TO:

- a. To provide funding in the amount of \$1,500,000.00.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party. The funds for the above-mentioned work will be provided by the COUNTY. The COUNTY will use ARPA funds. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the East Loop Project.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed, or a 30-day termination notice is given by either COUNTY and CCRMA.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this 7th day of December, 2021.

Attested by: Eddie Treviño, Jr.
Eddie Treviño, Jr.
County Judge

Sylvia Garza Perez
Sylvia Garza Perez
County Clerk



Frank Parker, Jr.
Frank Parker, Jr.
Chairman

Arturo A. Nelson
Arturo A. Nelson
Secretary

**2-J CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN CITY OF BROWNSVILLE AND THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
REGARDING THE EAST LOOP PROJECT.**

STATE OF TEXAS)(
)(
 CAMERON COUNTY)(

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Interlocal Cooperation Agreement") is entered into by and between the CITY OF BROWNSVILLE, TEXAS, hereinafter referred to as "CITY", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of CITY and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, the CCRMA, and the CITY, are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

WHEREAS, the CCRMA and the CITY hereby find that this Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and the CITY, as contemplated by TEX. GOV'T CODE § 791.001; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CITY and the CCRMA hereby find that the services pursuant to this Interlocal Agreement are reasonably required and that this Interlocal Agreement includes an agreement between the CCRMA and the CITY pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable;

NOW, THEREFORE, the CITY and the CCRMA agree to the following terms:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to continue with the final PS&E (Engineering and Design) and negotiations with IBWC and USFWS as well as other coordination with Txdot as well as surveying, mapping and other coordination required by Txdot.
2. **PROJECT TO BE COMPLETED:** To complete the final engineering plans and coordinate approval of design with Txdot.

3. CCRMA HEREBY AGREES TO:

- a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary approvals for design and engineering and coordinate with any state and federal agencies, including IBWC and USFWS on any issues arising during the design, and engineering phase.
- b. To provide monthly progress reports of activities to the CITY.
- c. To Coordinate with TxDOT the approval of 100% PS&E.

4. CITY HEREBY AGREES TO:

- a. To provide funding in the amount of \$3,000,000.00.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party. The funds for the above-mentioned work will be provided by the CITY. The CCRMA and CITY hereby find that the foregoing goods and services are reasonably required for the East Loop Project.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CITY and, CCRMA. This Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed, or a 30-day termination notice is given by either CITY and CCRMA.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CITY OF BROWNSVILLE CITY COMMISSION and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this _____ day of _____, 2021.

Attested by: _____
Laure Morgan
City Secretary

Juan "Trey" Mendez
Mayor

Arturo A. Nelson
Secretary

Frank Parker, Jr.
CCRMA Chairman

**2-K CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL
AGREEMENT BETWEEN CITY OF BROWNSVILLE AND THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY REGARDING THE DANA
ROAD PROJECT.**

STATE OF TEXAS)(
)(
 CAMERON COUNTY)(

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as “CCRMA” and the City of Brownsville, hereinafter referred to as “CITY”, pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, as the Project Sponsor, to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To advance the Dana Road Project to a Ready-to-Let Status with TxDOT. Project Limits are from FM 3248 (Alton Gloor) to FM 802 /Ruben M. Torres Sr. Blvd.
3. **WHEREAS,** on July 07, 2020, the CCRMA and CITY had entered into an Interlocal Agreement regarding the Dana Road Project and there is now a need to amend the Interlocal Agreement to include the matching funds required for the cost of the engineering, design, construction and construction engineering of the bridge.
4. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA’s consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
 - c. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. Provide monthly progress reports of activities to the CITY.
 - e. Provide for consultations with the environmental agencies.
 - f. Coordinate with TxDOT and the Regional MPO for any additional funding needed for future Engineering and Construction phases.
 - g. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - h. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$250,000.00 as further outlined in Exhibit A.
5. **CITY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$300,000 for preliminary engineering activities further outlined in Exhibit A.
 - b. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
 - c. Sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.

- d. To provide the necessary local match funding for the engineering, design, construction and construction engineering of the bridge.
6. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
7. Any payment made by either party will be made from current revenues of the paying party.
8. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or CITY.
9. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
10. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
11. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.

Executed on this 16th day of December 2021.

Attested by: _____
Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____
Griselda Rosas
City Secretary

Juan "Trey" Mendez
Brownsville City Mayor

**2-L CONSIDERATION AND APPROVAL FOR ADVERTISEMENT AND
INVITATION TO BID – CAMERON COUNTY BASKETBALL
PAVILION AT THE PEDRO “PETE” BENAVIDES PARK.**



ADVERTISEMENT AND INVITATION TO BID
BID NUMBER: 2021-06

For the construction of Benavides Park Pavilion

Payment for the project will be made as defined in the specifications.

Sealed Bid for the above project will be received by Cameron County Regional Mobility Authority (CCRMA) at 3461 Carmen Avenue in Rancho Viejo, Texas 78575 on or before 11:00AM. C.S.T., January 12, 2022. Bids will be opened at the same location at 11:01 A.M. C.S.T. (as per CCRMA time clock) on deadline due date.

The work under this Contract shall be Substantially Complete (Contractor to Provide days) working days after the initial notice to proceed (NTP). The Contractor will be allowed up to an additional ten (10) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The principal items of work are as follows:

- Storm Sewer Utilities
- Site Grading
- Concrete Foundation
- Pre-engineered Metal Building
- Splitface CMU
- Painting
- Recreational Equipment
- Electrical and Lighting

The contract will be awarded in accordance with CCRMA Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available by contacting the CCRMA.

A non-mandatory pre-bid Meeting will be held for this project on January 5, 2022 at 10:30 A.M. C.S.T, at the Cameron County Regional Mobility Authority Office at 3461 Carmen Avenue, Rancho Viejo, Texas 78575. Prospective bidders may choose to attend and discuss any concerns or questions relating to their proposal.

Bids received after the above mentioned date and time will not be considered and will be returned unopened. The CCRMA reserves the right to accept or reject all or any part of any bid, hold all bids for 120 days from the due date of receipt without actions, waive any technicalities, require statements or evidence of bidder's qualifications, including financial statements, and award the bid which best serves the CCRMA. Acceptance will be based on low bid and qualification of contractor. Award of bid shall be to the lowest responsible bidder by the CCRMA Board of Directors.

Copies of the bid documents may be reviewed at the CCRMA offices, and GMS Architects.

CCRMA Office
Pete Sepulveda, Jr.
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Tel: (956) 621-5571

GMS Architects
Rudy V. Gomez, AIA
1150 Paredes Line Rd.
Brownsville, Texas 78521
Tel: (956) 546-0110



Copies of bid documents will be available via a link.

Bid Documents may be requested by emailing Susana Herrera of GMS Architects at susana@gmsarchitects.com.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the CCRMA.

BID REQUIREMENTS

Each Bid must be accompanied by a Bid Guarantee consisting of either a Bid Guarantee Check in the amount of at least five (5) percent of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five (5) percent of the Total Bid Amount. The Bid Guarantee Check must be a cashier's check, money order, or teller's check issued by a state or national bank, or a state or federally chartered credit union and made payable to Cameron County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than 90 days old.

Publication dates: December 19, 2021 & December 26, 2021

**2-M CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO THE
MASTER SERVICE AGREEMENT FOR BACK OFFICE SYSTEM
IMPLEMENTATION AND MAINTENANCE BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
TOLL PLUS, INC.**

**IMPROVING MORE THAN JUST ROADS**

December 16, 2021

TollPlus, Inc.
Attn: Suresh K. Kakarla, CEO
1801 W. Queen Creek Rd, Suite #3
Chandler, AZ 85248

*Via Federal Express and
E-Mail skakarla@tollplus.com*

Re: Cameron County Regional Mobility Authority (the “CCRMA”) Agreement for Back Office System Implementation and Maintenance (the “Agreement”)

Dear Mr. Kakarla,

In accordance with the Agreement, the CCRMA hereby exercises its option to renew the Agreement for an additional three (3) year period upon the same terms and conditions provided in the Agreement Documents. This leaves the CCRMA with one (1) remaining option to renew the Agreement to be exercisable at the CCRMA’s sole discretion for an additional period of three (3) years.

Therefore, the Agreement is renewed for a term beginning on December 13, 2021 and ending on December 13, 2024 subject to the CCRMA’s remaining option to renew.

Please let us know if you have any questions. Thank you.

Sincerely,

Pete Sepulveda, Jr.
Executive Director

**2-N CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 04 WITH S&B
INFRASTRUCTURE FOR THE SH 550 GAP II PROJECT.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 4

This Supplemental Work Authorization No. 1 is made as of this _____ day of _____, 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 required for the updating and repackaging of plans, specifications and estimates (PS&E) for the construction of SH 550 tolled main lanes between existing frontage road lanes from 0.2 miles south of FM 1847 to 1.13 miles south of Union Pacific Railroad #2.***

Section A. – Scope of Services – No Change

GEC shall perform the Services according to **Exhibit B**.

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on **Exhibit C** attached. Work Authorization Complete date has been extended from December 31, 2021 to March 14, 2025 for Construction Phase Services Phase.

Section C. – Compensation – No Change

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$951,318.07, based on the fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. – Authority's Responsibilities – 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

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

-SIGNATURES ON NEXT PAGE-

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

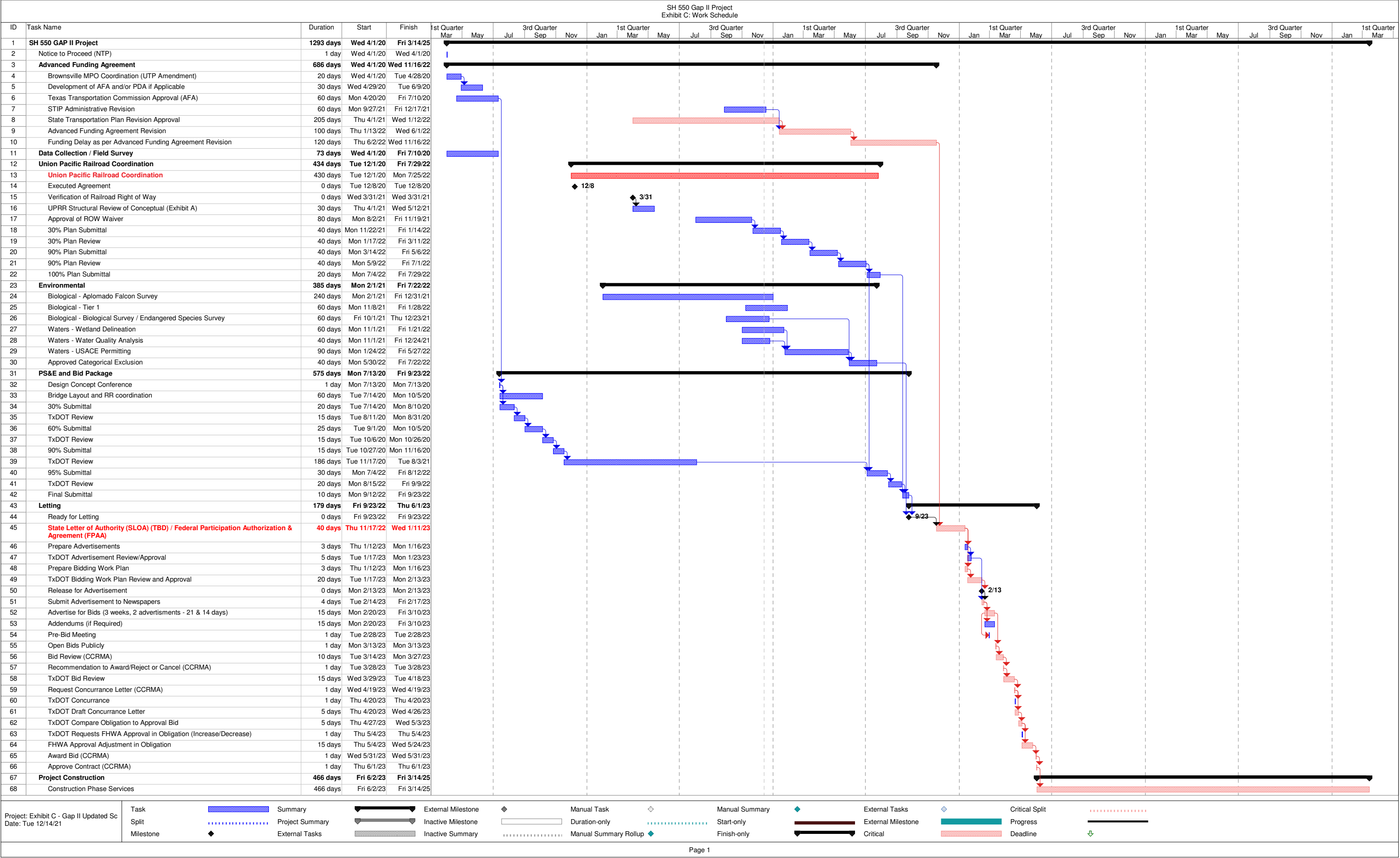
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

S&B INFRASTRUCTURE, LTD.

By: _____
Name: Daniel O. Rios, PE, President
Date: _____

LIST OF EXHIBITS
Exhibit C– Work Schedule



**2-O CONSIDERATION AND APPROVAL OF A LEASE AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND S&B
INFRASTRUCTURE, LTD.**

Lease Agreement between
Cameron County Regional Mobility Authority
and
S&B Infrastructure, Ltd.

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THE STATE OF TEXAS §
COUNTY OF CAMERON §

This Lease Agreement is entered into as of December 1, 2021 (the “Effective Date”), by the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas (“**Landlord**”) and S&B Infrastructure, Ltd., a Texas limited partnership (“**Tenant**”), hereafter referred to in the singular neutral, regardless of gender or number.

W I T N E S S E T H:

ARTICLE I: GRANT AND TERM

Section 1 — Leased Premises

In consideration of the rents, covenants, and agreements in this Lease, Landlord leases to Tenant and Tenant rents from Landlord those certain premises generally located at 3470 Carmen Avenue, Unit B8, Rancho Viejo, Cameron County, Texas 78575 (the “**Premises**”). Tenant is currently in possession of the Premises under a lease with Landlord’s predecessor in title, and Landlord covenants that Tenant’s possession of the Premises will continue upon execution of this Lease, and that Tenant, upon paying the said rental and performing the covenants herein agreed by it to be performed, may peaceably and quietly have, hold, and enjoy the said premises for the purposes specified.

Section 2 — Use of Additional Areas

The use and occupancy by Tenant of the leased premises includes the nonexclusive use of the common areas, sidewalks, car parking areas, and other facilities designated from time to time by Landlord. That use shall be subject to the terms of this Lease and to reasonable rules and regulations prescribed from time to time by Landlord.

Section 3 — Commencement and Ending Date of Term

The term of this Lease shall commence on the Effective Date, and shall terminate on December 1, 2022, at noon Central Time unless terminating sooner or renewed as provided in this Lease (the “Termination Date”).

ARTICLE II: RENT

Section 1 — Minimum Rent

Tenant agrees to pay to Landlord at the office of Landlord in Cameron County, Texas, or at such other place designated by Landlord, without any deduction or setoff whatsoever, the amount of **EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)** payable in advance monthly installments beginning on December 1, 2021 through November 30, 2022 on the 1st day of each month during the term of the Lease and any extension or renewal thereof subject to the other terms and conditions herein.

Section 2 — Past Due Rent

In the event Tenant shall be delinquent by more than five (5) days in the payment of rent or any other payment due Owner, a late charge of ten (10%) percent of the amount owed shall be additionally due. Any sums more than thirty days past due shall also bear interest at the rate of 18% per annum or the highest lawful rate, whichever is less.

ARTICLE III: IMPROVEMENTS & ADDITIONS THERETO

Tenant accepts the leased premises in their present condition, “as is.” Tenant waives any implied warranty of suitability that it might have at law. Obtaining a Certificate of Occupancy from the City of Brownsville shall be Tenant’s sole obligation and expense.

Landlord reserves the right at any time to make alterations and additions and to build additional stories on the building in which the leased premises are contained, and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements from time to time and to make alterations thereof, or additions thereto, and to build additional stories on any such building or buildings, and to build adjoining same, and to construct elevated parking facilities. Tenant agrees to not otherwise alter or improve the Premises or install or affix any machinery, equipment, appliance, or other fixture without submitting to Landlord detailed plans and designs for such alteration, improvement, or installation and obtaining Landlord’s prior written consent to perform all acts necessary to so alter, improve, or install. Notwithstanding any provision of this Lease, all alterations, additions, improvements, and fixtures made or placed on the Premises at Tenant’s expense and with Landlord’s consent shall belong to Landlord without compensation to Tenant.

ARTICLE IV: CONDUCT OF BUSINESS BY TENANT

Section 1 — Use of Premises

Tenant shall use the leased premises solely for the purpose of operating Tenant’s office. Tenant shall not use, or permit the use of, the leased premises for any other business or purpose. Any use of the premises for any other purpose without Landlord’s prior written consent shall constitute a default. No auction, fire, going out of business, or bankruptcy sales may be conducted on the leased premises without the prior written consent of Landlord.

Section 2 — Continuous Use

Tenant covenants at its expense at all times during the lease term and such further time as Tenant occupies the leased premises or any part thereof, except when and to the extent that the leased premises are untenable by reason of damage by fire or other casualty, to use and continuously operate for the purposes outlined in Section 1 of this Article all of the leased premises other than such minor portions thereof as are reasonably required for storage purposes; to use such storage space only in connection with the business conducted by Tenant in the leased premises; to furnish and install all trade fixtures which shall at all times be suitable and proper for carrying on Tenant's business; and to maintain adequate trained personnel for efficient service to customers.

Section 3 — Abandonment

If Tenant abandons the leased premises for a period of ten (10) consecutive days, Landlord shall have the right to re-enter the premises, using force if necessary, and exercise its remedies and rights under Article XV of this Lease.

Section 4 — Governmental Regulations

Tenant shall, at its sole cost, comply with all requirements of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force, or which may hereafter be in force.

ARTICLE V: OPERATION OF CONCESSIONS

Tenant shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior consent of Landlord.

ARTICLE VI: PARKING AND COMMON USE AREAS AND FACILITIES

Section 1 — Control of Common Areas by Landlord

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord in or near the Premises, including pedestrian walkways and ramps, and other areas and improvements provided by Landlord for the general use, in common, of customers, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right to establish, modify, and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article.

Section 2 — License

All common areas and facilities not within Premises that Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount of such areas be diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

ARTICLE VII: SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

Section 1 — Installation by Tenant

Tenant shall obtain Landlord's prior written consent, prior to making, or causing to be made, any alterations, additions, or improvements, and before installing or causing to be installed any trade fixture, interior partitions, exterior signs, and any other signs on windows visible from the exterior, floor covering, interior or exterior lighting, plumbing fixtures, shades, or awnings, or make any changes to the store front without first obtaining Landlord's written approval and consent, which consent shall not be unreasonably withheld. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. All approved alterations or

additions shall be made and maintained by and at the expense of Tenant. Tenant shall have no right at the expiration of this Lease or any extension hereof, to remove any improvements, other than unattached, removable trade fixtures, from the premises, except as directed by Landlord.

Section 2 — Tenant Shall Discharge All Liens

Tenant shall have no authority to grant or create a mechanic's or materialman's lien upon the leased premises. Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien being claimed against the leased premises. Should any such lien claim be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

ARTICLE VIII: MAINTENANCE, CONDITION, & SURRENDER OF LEASED PREMISES

Section 1 — Maintenance by Tenant

Tenant shall, at all times, keep the interior of the leased premises (including entrances, glass, and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereof, including heating and air conditioning equipment, lighting, and plumbing fixtures) in good order, condition, and repair (including reasonably periodic painting as determined by Landlord), damage by unavoidable casualty excepted.

Landlord shall maintain all structural portions of the premises, including roof and walls. If Landlord is required to make repairs to the premises due to Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due. In addition, Landlord agrees to be responsible for cleaning the Premises in a commercially reasonable time and manner.

Section 2 — Failure to Maintain

If Tenant fails to perform its obligation to repair or maintain according to Section 1 of this Article VIII, within a reasonable time after notice from Landlord of the need for such repair or maintenance, Landlord may make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. Tenant must reimburse Landlord for the reasonable expense of the repair or maintenance on the next rental-installment date or, if no further rental installments remain under this Lease, when this Lease terminates.

Section 3 — Condition of Premises

Tenant's taking possession of any portion of the leased premises shall be conclusive evidence that such portion of the Premises was in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, or improve the leased premises and representation by the Landlord or its agents respecting the condition of the leased premises have been made to Tenant or relied upon by Tenant other than as may be contained in this Lease or in any written amendment hereto signed by Landlord and Tenant.

Section 4 — Surrender of the Premises

At the expiration of this Lease, Tenant shall surrender the leased premises in the same

condition as they were in upon delivery of possession thereto, reasonable wear and tear excepted, and damage by unavoidable casualty also excepted, and shall surrender all keys for the leased premises to Landlord at the place then fixed for the payment of rent. Tenant's obligation to observe or perform this covenant shall survive the termination of this Lease.

Section 5 — Rules and Regulations

The rules and regulations appended to this Lease are made a part of this Lease, and Tenant agrees to comply with the same.

ARTICLE IX: INSURANCE AND INDEMNITY

Section 1 — Liability & Property Insurance

Tenant shall, at its own expense, at all times during the term of this Lease, maintain in full force and effect a policy or policies of general liability insurance, written by one or more responsible insurance carriers, for injury to or death of persons, or loss or damage to property occurring in or about the Premises. The policy shall be in the amount of at least \$1,000,000 on an occurrence basis and endorsed to include Landlord as an additional insured to the extent of the liability assumed by Tenant under this Lease.

Tenant shall also, at its own expense, at all times during the term of this Lease, maintain in full force and effect a policy or policies of business personal property insurance providing fire and extended coverage for Tenant's contents on a replacement cost basis. Such policies shall contain a waiver of subrogation by Tenant and the insurer(s) against Landlord.

Should Tenant fail to keep in effect and pay for such insurance required by this Lease, Landlord may do so, in which event the insurance premiums paid by Landlord shall become due and payable and the failure of Tenant to pay same on demand shall constitute a breach of this Lease.

Section 2 — Hold Harmless

TENANT WILL INDEMNIFY AND HOLD LANDLORD HARMLESS AGAINST ANY CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR DEFENDING THE CLAIMS AND DEMANDS, ARISING FROM THE CONDUCT OR MANAGEMENT OF TENANT'S BUSINESS ON THE PREMISES OR FROM ITS USE OF THEM; FROM ANY BREACH ON TENANT'S PART OF ANY CONDITIONS OF THIS LEASE; OR FROM ANY ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, ON NOTICE FROM LANDLORD, WILL DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD.

ARTICLE X: UTILITIES

Tenant shall be responsible for paying for electricity, water, wastewater, and any other

utilities.

ARTICLE XI: OFFSET STATEMENT, ATTORNMEN, SUBORDINATION

Section 1 — Offset Statement

Within ten (10) days after request therefor by Landlord, or any person claiming under Landlord, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord (if such be the case), that this Lease is in full force and effect, and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

Section 2 — Attornment

If any proceedings are brought for foreclosure of, or upon the exercise of the power of sale under, any mortgage made by Landlord covering the leased premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale, and recognize such purchaser as the Landlord under this Lease.

Section 3 — Subordination

At Landlord's request, Tenant will subordinate its rights under this Lease to any lien now or hereafter in force against the land or buildings of which the leased premises are a part, and to all advances made on the security thereof. However, for each security instrument, the Lender must agree in writing that in the event of a default under the security instrument, Lender will not terminate this Lease and will not disturb Tenant's right to possession under this Lease, provided Tenant is not then in default under this Lease and continues to fully perform its obligations under this Lease.

ARTICLE XII: ASSIGNMENT AND SUBLETTING

Section 1 — Consent Required

Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the leased premises without Landlord's prior written consent. Landlord shall be deemed to have consented to an assignment to a corporation, limited liability company, or other entity of which Tenant is the majority owner. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for consent to a subsequent assignment or subletting. Notwithstanding any assignment or sublease, Tenant shall remain fully and personally liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

Section 2 — Default

Landlord may treat the occurrence of any event described in Section 1 of this Article, whether voluntary, involuntary, by operation of law, or otherwise, without the prior written consent of Landlord, as required by Section 1 of this Article, (whether or not Tenant shall have given notice thereof to Landlord) as a default.

ARTICLE XIII: DESTRUCTION OF LEASED PREMISES

Section 1 — Total or Partial Destruction

If the leased premises are damaged from any casualty but are not rendered untenable in whole or in part, Landlord shall, at its own expense, repair the damage, and rent shall not be abated. If the leased premises are rendered untenable in part, Landlord shall, at its own expense, repair the damage, and rent meanwhile shall be abated proportionately. If the premises are rendered wholly untenable, Landlord shall, at its own expense, repair the damage, and rent meanwhile shall abate until the damage is repaired. If the leased premises are rendered wholly untenable, Landlord or Tenant may, at its election, terminate this Lease by giving, within sixty (60) days following the date of such occurrence, written notice of Landlord's or Tenant's election so to do, and rent shall be adjusted as of the date of casualty.

Landlord shall have no obligation to repair, nor shall rent be abated on account of, any damage caused by the negligence of Tenant, its agents, licensees, invitees, or other persons in privity with Tenant. Notwithstanding any other provision herein, if the leased premises are rendered wholly untenable, Landlord shall have no obligation to repair the damage until Tenant waives its right to terminate this Lease in accordance with this paragraph. For purposes of clarity, the leased premises do not include the additional areas identified in Article I, Section 2 of this Lease, or any other common areas.

Section 2 — Partial Destruction of the Premises

If 50% or more of the rentable area of the Premises shall be damaged or destroyed, notwithstanding that the leased premises may be unaffected, Landlord may terminate this Lease by giving to Tenant five (5) days' prior written notice of Landlord's election so to do. That notice shall be given, if at all, within sixty (60) days following the date of such occurrence. Rent shall be adjusted as of the date of such termination.

Section 3 — Fire Insurance

If Landlord or Tenant collects fire insurance proceeds as the result of a fire attributable to the negligence of the other, their servants, employees, or agents, the insurance company or companies making payment shall not be subrogated to the rights of the insured. Landlord and Tenant shall have their fire insurance policies endorsed by the insurance companies to provide for a waiver of the right of subrogation in such instance.

ARTICLE XIV: EMINENT DOMAIN

Section 1 — Total Condemnation of Leased Premises

If the whole of the leased premises are acquired by eminent domain for any public or quasi-public use or purpose, then this Lease shall terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date. Tenant shall have no claim against Landlord, nor the condemning authority, for the value of any unexpired term of this Lease.

Section 2 — Partial Condemnation

If any part of the leased premises is acquired as aforesaid, and such partial taking or condemnation renders the leased premises unsuitable for the business of Tenant, as determined by the Tenant based on its discretion of whether Article IV, Section 1 of this Lease can continue to be accomplished in a commercially reasonable manner, then this Lease shall terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord, nor the condemning authority, for the value of any unexpired term of this Lease, and rent shall be paid to the date of such termination. In the event of a partial taking or condemnation that is not extensive enough to render the premises unsuitable for the business of Tenant, as determined by the Tenant based on its discretion of whether Article IV, Section 1 of this Lease can continue to be accomplished in a commercially reasonable manner, Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent. For purposes of clarity, the leased premises do not include the additional areas identified in Article I, Section 2 of this Lease, or any other common areas.

Section 3 — Landlord's Damages

Landlord is to receive the full amount of the award paid for any condemnation, whole or partial, whether awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises. Tenant expressly waives all claims to any part thereof.

Section 4 — Tenant's Damages

Tenant shall have the right to claim from the condemning authority, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for loss of Tenant's leasehold improvements, for damage to Tenant's business by reason of the condemnation, and for any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements, and equipment.

ARTICLE XV: DEFAULT OF THE TENANT

Section 1 — Right to Re-Enter

If Tenant fails to pay any rental within five (5) days after the same shall be due, or fails to perform any other of the terms, conditions, or covenants of this Lease for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant falsifies any report required to be furnished to Landlord, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or shall make a voluntary assignment for the benefit of creditors, or if a receiver for Tenant shall be appointed, then, at the option of the Landlord, and upon twenty (20) days' notice to the Tenant of the exercise of such option, this Lease shall terminate. In such event, Landlord may enter upon and take possession of the leased premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, and may exclude Tenant and anyone claiming under it from the premises, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall not be obligated to provide Tenant with notice and opportunity to cure for a second default in rent that occurs within six (6) months after Landlord provides any

notice under this section. Tenant specifically agrees that this paragraph supersedes its rights under section 93.002 of the Texas Property Code.

Section 2 — Legal Expenses

If suit is brought for recovery of possession of the leased premises, for the recovery of rent or any other amount due under the provisions of this Lease, or to enforce any of Landlord's other rights under this Lease, or if the recovery is had through Tenant's bankruptcy or through alternative dispute resolution, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

Section 3 — Security Deposit

Tenant shall deposit with Landlord the sum of **EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)** as security for Tenant's fully and faithfully performing the terms of this Lease. Landlord may apply all or any part of the deposit to cure any default of Tenant under this Lease. In that event, Tenant shall deposit with Landlord the amount applied to cure its default immediately on notice from Landlord of the nature and amount of the application so that in no event is the amount held by Landlord as security less than the amount of **EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00)**.

Section 4 — Stipulated Damages

In addition to any remedy that Landlord may have in law, in equity, or as provided for herein, should Landlord bring an action against Tenant for failure to pay rent, Landlord may, at its sole discretion, recover damages against Tenant as follows: Total Minimum Rent Due less Total Deductions.

For the purposes of this section only the following underlined terms have the following definitions:

- (a) Total Deductions shall mean the sum of: (i) rent amounts actually paid by Tenant (this shall not include any payments of insurance, taxes, or other payments that are otherwise considered rent but do not constitute the rental payments owed pursuant to Article II of this Lease); (ii) Landlord's Mitigation; (iii) any Security Deposit in the possession of Landlord.
- (b) Landlord's Mitigation shall mean that if Landlord re-lets the premises, the sum of rental payments actually received pursuant to Article II of the lease of the re-letted premises.

The remedy as specified in this section is not an election of remedies and under no circumstances waives any other of Landlord's remedies. Furthermore, this remedy shall be in addition to reasonable attorney's fees as specified hereinabove, costs of court, pre and post judgment interest, any unpaid taxes or insurance premiums to which Tenant would have otherwise been obligated to pay, any structural or cosmetic damages to the premises, and any other cost or expense incurred by Landlord reasonably related to the Tenant's failure to pay rent and recovery of same.

The parties acknowledge and agree that the remedy provided for in this section is not punitive in nature but rather compensatory. Tenant expressly agrees that the remedy as provided for herein is both fair and reasonable.

ARTICLE XVI: TENANT'S PROPERTY

Section 1 — Taxes on Leasehold

Tenant shall be responsible for and pay, before delinquency, all municipal, school, county, state, and other taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon, or about the leased premises by or on behalf of Tenant.

Section 2 — Loss and Damage

Landlord shall not be liable for any damage to property of Tenant, or of others located on the leased premises, nor for the loss of or damage to any property of Tenant, or of others, by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or hail, or leaks from any part of the leased premises, or from the pipes, appliances or plumbing works, or from the roof, street, or sub-surface, or from any other place, or by dampness, or from any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the leased premises, occupants of adjacent property, or the public, or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant kept or stored on the leased premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

Section 3 — Notice by Tenant

Tenant shall give immediate notice to Landlord of fire or accidents in the leased premises, or in the building of which the premises are a part, or defects therein, or in any fixtures or equipment.

Section 4 — Excavation

If an excavation shall be made by Landlord upon land adjacent to the leased premises, or shall be authorized to be made by Landlord, Tenant shall allow the person causing or authorized to cause such excavation to enter on the leased premises to do such work as Landlord deems necessary to preserve the wall or the building of which the leased premises form a part and to support the same by proper foundation, without any claim for damages or indemnification against Landlord, or diminution or abatement of rent. Notwithstanding the foregoing, in the event that Tenant must close its business during the time that the excavation occurs, and such closure is both commercially reasonable and a direct result of such excavation, then the rent owed by Tenant pursuant to Article II, Section 1, shall be abated on a per diem basis during the closure of Tenant's business. Furthermore, before closing, Tenant and Landlord must agree in writing that such closure is commercially reasonable, and such writing shall include a date when Tenant must reopen its business.

ARTICLE XVII: HOLDING OVER, SUCCESSORS

Section 1 — Holding Over

Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month at 150% of the rent herein specified, and shall otherwise be on the terms and conditions herein specified, so far as applicable. This tenancy from month to month shall not terminate except on the payment date hereinabove mentioned at Article II.

The notice required to terminate the Lease pursuant to this section regarding holding over, shall be given in writing at least one (1) month prior to the payment date hereinabove mentioned at Article II. By way of example, if the Lease payment date is the first (1st) day of each month, and Tenant wishes to terminate this lease no later than March 1st, Tenant must give notice of termination in writing to Landlord by February 1st. By way of further example, should Tenant fail to give notice by February 1st and instead give notice on February 2nd, the earliest the Lease would terminate would be April 1st. Tenant would thereby be responsible for rent through April 1st.

Notwithstanding any other provision, in the event that the tenancy constitutes a month-to-month tenancy, then, after the expiration of six (6) months, Landlord shall have the option, in its sole and absolute discretion, to change the amount of rent upon providing Tenant with thirty (30) days advance written notice.

Section 2 — Successors

All rights and liabilities in this Lease shall extend to and bind the parties and their heirs, executors, administrators, successors, and assigns. No rights, however, shall inure to the benefit of any assignee of Tenant, unless the Landlord has approved the assignment to such assignee in writing.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

Section 1 — Waiver

The waiver by Landlord of a breach of any term, covenant, or condition in this Lease shall not be deemed a waiver of such term, covenant, or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, condition, or covenant of this Lease (except the failure of Tenant to pay the particular rental so accepted) regardless of Landlord's knowledge of the breach at the time of acceptance of the rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord, unless the waiver be in writing and signed by Landlord.

Section 2 — Accord and Satisfaction

Payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed on account of the earliest stipulated rent. No endorsement or statement on any check or any letter enclosing any check or payment as rent shall be effective against Landlord. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease.

Section 3 — Entire Agreement

This Lease and the Exhibit attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the leased premises. There are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than this Lease. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant, unless in writing and signed by them.

Section 4 — No Partnership

Landlord does not, in any way, or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer, or a joint enterprise with Tenant.

Section 5 — Notices

Any notice, demand, request, or other instrument given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Landlord, at the address below, or at such other address as Landlord designates by written notice, and (b) if to Tenant, at the Tenant's corporate headquarters, or at such other address as Tenant designates by written notice.

Section 6 — No Option

The submission of this Lease for examination does not constitute a reservation of or option for the leased premises. This Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

Section 7 — Landlord's Lien

Landlord shall have a landlord's statutory and contractual lien as security for the rent aforesaid upon all the goods, wares, chattels, equipment, fixtures, furniture, and other personal property that are, or may be, put on the leased premises.

Section 8 — Landlord's Right to Display Sign

During the last sixty (60) days of this Lease, Landlord may display in and around the leased premises "FOR RENT" signs. Said signs will not be more than fifty percent (50%) larger than the "FOR RENT" signs used by Landlord as of the date of this Lease.

Section 9 — Abandoned Property

Landlord may retain, destroy, or dispose of any property left on the leased premises at the end of the term, or upon an earlier termination as provided for in Article XVI.

Section 10 — Confidentiality

The Tenant shall hold in strict confidence all documents and information concerning the Landlord and its business. No public disclosure, either written or oral, of the existence or terms of this Lease shall be made by Tenant without the prior written consent of the Landlord. The foregoing provision shall not, however, be construed to prohibit Tenant from making disclosures to any governmental authority that it is required to make by law or to prohibit any party from

disclosing to its investors, lenders, accountants, consultants, attorneys, and other parties involved with the Lease as such terms of this transaction as are customarily disclosed to them in connection with similar transactions. The obligations of the parties under this section shall survive termination of this Lease.

Section 11 — Ambiguities in Lease

The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Lease.

Section 12 — Texas Law to Apply

This Lease shall be construed pursuant to Texas law, and all obligations of the parties created by the Lease are performable in Cameron County, Texas.

Section 13 — Severability and Legal Construction

If any one or more of the provisions of this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision. In the event of a question as to the interpretation of any provision of this Lease, the provision shall not be construed against the drafting party.

Section 14 — Governmental Immunity

Both parties agree that Landlord does not waive its governmental immunity by entering into this Lease.

IN WITNESS WHEREOF, LANDLORD and TENANT have signed this Lease as of the Effective Date hereinabove written.

TENANT:

S&B INFRASTRUCTURE, LTD.

By: _____

Printed Name/Title

LANDLORD:

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

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

**2-P DISCUSSION AND POSSIBLE ACTION REGARDING THE BACK OFFICE
SYSTEM RULES.**

2.9 PAY-BY-MAIL

Table 14: Pay-by-Mail Business Rules

ID	Rule
BREQ-145	Transactions with unknown record types shall be rejected by the Pay-by-Mail process.
BREQ-146	Transactions with an authority code that does not match the file's header record shall be rejected by the Toll Bill process.
BREQ-147	Duplicate transactions shall be rejected by the Toll Bill process.
BREQ-148	Vehicles that use a facility without a valid transponder may be subject to Toll Bill toll rates and Pay-by-Mail processing.
BREQ-149	Transactions containing License Plates with less than [4] characters shall be rejected in the Toll Bill process.
BREQ-150	Transactions greater than [60 days] shall be rejected in the Toll Bill process.
BREQ-151	\$0 Transactions shall not be processed to a Toll Bill
BREQ-152	A "First-Time User" is a user that has not previously incurred tolls on CCRMA operated toll facilities
BREQ-153	Attempts are made to find a match against the Texas Department of Motor Vehicles (DMV) database [1] once per day
BREQ-154	A maximum of [60] attempts are made to find a match against the Texas DMV database
BREQ-155	In-State transactions where an owner cannot be located within or equal to [60] days from the transaction date shall not be pursued.
BREQ-156	<p>Use the Renewal Recipient Address as the primary mailing address when provided. If no Renewal Recipient Address is present, then base the mailing address on the following conditions.</p> <ul style="list-style-type: none"> Owner Name & Renewal Name & Address are the SAME: USE Owner Name & Address Owner Name & Renewal Name SAME & Renewal Address DIFFERENT: USE Owner Name & Renewal Address Owner Name & Renewal Name DIFFERENT & Renewal Address is the SAME: USE Owner Name & Address Owner Name & Renewal Name DIFFERENT & Address is DIFFERENT: USE Renewal Name & Address Owner Name & NO Renewal Name & Renewal Address is DIFFERENT: USE Owner Name & Renewal Address
BREQ-157	Video Transactions shall be compared against the Exempt Vehicle database and not processed onto a Toll Bill if there is a match.
BREQ-158	<p>Overpayments are applied to the next Toll Bill generated on the same license plate.</p> <p>NOTE: The overpayment shall remain on the account up to 30 days.</p>

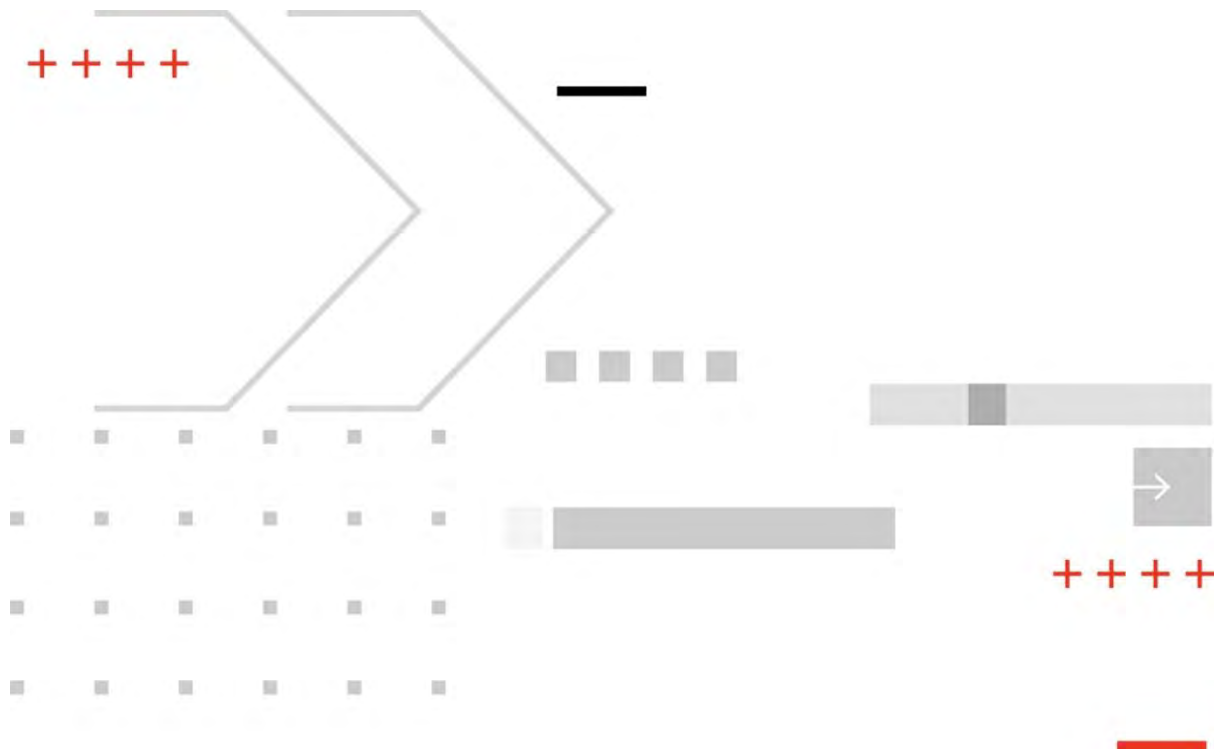
**2-Q CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND CSG FOR
PRINTING AND MAIL-HOUSE SERVICES SUPPORTING THE CCRMA.**

PRICING PROPOSAL

PRINTING AND MAIL-HOUSE SERVICES SUPPORTING THE CCRMA

PREPARED FOR:
LULU MAYORGA, CPM
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

DECEMBER 7, 2021



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CSG is proposing a print & mailing campaign on behalf of the CCRMA. To accomplish this, CSG will provide qualified personnel, the necessary equipment, business tools, processes, document composition, consumables, and resources to process, print, insert, and deliver CCRMA notices to the USPS in a secure, accurate, and timely manner.

With the exception of USPS holidays, CSG will deliver CCRMA's notices to the USPS by the end of the day following receipt of complete print files.

CSG will provide and maintain on-line systems capable of automated address optimization and National Change of Address (NCOA) for domestic United States addresses.

All letters mailed for CCRMA shall include:

- CASS standardization and National Change of Address services
- Full Service Intelligent Mail Bar-code 'IMB'
- 100% piece level accountability
- Standardized Reporting
- Electronic Address Correction Service (ACS)
- Labor, equipment capacity, and technical expertise
- Delivery to the USPS
- Secure Processing Facilities



www.csgi.com

Date: 12/6/2021

Quote prepared for: Cameron County Regional Mobility Authority

Project: Cameron County Regional Mobility Authority

Scope: RFP

One-time Programming	Quantity	Unit Price	Total Price	Comments
One-time programming to set up customer letters	60.00	\$ 160.00	\$ 9,600.00	

Description	Unit Price	UoM	Comments
First Page Print Processing. Includes file processing, composition, address cleansing for CASS certification and NCOA, B/W or dynamic color printing on continuous feed 8-1/2 x 11 paper, insertion of document page into #10 outer envelope. Excludes materials and postage.	\$ 0.0845	Document	
Each Additional Page Print Processing. Includes data processing, composition, B/W or dynamic color printing on continuous feeds 8-1/2 x 11 paper and insertion of document page into #10 outer envelope. Excludes materials.	\$ 0.0300	Physical Page	
Paper. 24# plain white 8-1/2 x 11	\$ 0.0100	Page	
Outer Envelope. CSG generic #10 envelope with one poly-covered pistol shaped window, preprinted in one color (black ink) with an inside tint.	\$ 0.0178	Envelope	

Additional Services	Unit Price	UoM	Comments
Programming/Technical Services	\$ 160.00	hour	
Exact Extract	\$ 0.0050	page	

Note 1: Quote is valid for 90 days.

Note 2: Unless your Agreement provides otherwise, the pricing contained herein, with the exception of materials, is subject to annual CPI price escalators. With respect to materials, pricing is based on certain specifications not limited to order quantity, # of preprinted colors, paper weight and # and placement of windows in the case of envelopes. Upon 45 days' notice, CSG may increase the price of materials to reflect any increase in CSG's underlying material costs. In the event of a conflict between this provision and the Agreement, the Agreement shall control.

Note 3: Customer shall pay for the paper/envelopes in the event customer wishes to use paper and/or envelopes that require special ordering.

Note 4: Any order for services placed by customer and accepted by CSG shall be subject to the services agreement between the parties. In the event the parties have not entered into a services agreement, the online processing and output services terms and conditions apply and are found at: <https://files.csgsupport.com/publicdocs/TermsConditions/Online Processing and Output Services Terms and Conditions.pdf>

**2-R CONSIDERATION AND APPROVAL TO AUTHORIZE STAFF TO ISSUE A
REQUEST FOR PROPOSALS FOR PRINTING AND MAIL-HOUSE SERVICES
TO SUPPORT THE CCRMA.**