



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
April 28, 2022
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

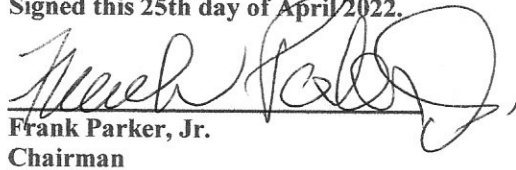
ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the March 17, 2022 Special Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. Consideration and Approval of the Financial Statements and budget amendments for February 2022 and March 2022.
- E. Consideration and Approval of a Renewal of Line of Credit with Texas Regional Bank.
- F. Consideration and Approval of Work Authorization No. 27 with S&B Infrastructure for the Preparation of a Federal Grant Application for the East Loop Project.
- G. Consideration and Approval of Work Authorization No. 4 with Kapsch to Purchase 47VES Cameras and 42 Strobes from Kapsch for SH 550 Toll Road.
- H. Consideration and Approval of Work Authorization No. 02 with Tecsidel, S.A. to Purchase Servers for Pharr Reynosa International Bridge Toll Collection System.
- I. Consideration and approval allowing Noble Texas Builders to utilize the testing allowance for the Parks Administration Building to hire EarthCo for Construction Materials Testing and Inspections.
- J. Consideration and Approval of an Amended Interlocal Agreement between City of Brownsville and the Cameron County Regional Mobility Authority regarding the Dana Road Project.
- K. Consideration and Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, Peacock Construction and A&I for the Cameron County Parks Administration Building, Pedro "Pete" Benavides Basketball Courts, and the Isla Blanca Toll Booth Projects.
- L. Consideration and Approval of a Change Order No. 01 with A-to-Be USA, LLC. for Pre-classification Capabilities for the Electronic Toll Collection System for the Cameron County International Bridge System.

ADJOURNMENT:

Signed this 25th day of April 2022.



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 MARCH 17, 2022
SPECIAL MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 17th day of March 2022, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

AL VILLARREAL
TREASURER

ARTURO A. NELSON
SECRETARY

DR. MARIA VILLEGAS, M.D.
DIRECTOR VIA PHONE

MARK ESPARZA
DIRECTOR

LEO R. GARZA
ABSENT

MICHAEL SCAIEF
ABSENT

The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas, on this 11th day of March 2022.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

Commissioner Sofia C. Benavides called in to the meeting and congratulated Chairman Parker on his reappointment. Commissioner Benavides also congratulated the Board for work they all are doing and for the number of projects that they are developing. Commissioner Benavides also expressed her support for several agenda items for projects within her Precinct which included Veterans Bridge DAP Project, East Loop Project, Cameron County Parks Administration Building, and

SPI 2nd Access Project.

Note: Director Villegas joined the meeting at 12:04 P.M.

PRESENTATIONS

2 Presentation of the 2021 Cameron County Regional Mobility Authority Annual Financial Report.

Ben Peña, from Burton McCumber & Longoria, LLP, went over the highlights of the 2021 Financial Audit. Mr. Peña advised the Board that there were no findings in the financial audit.

Treasurer Villarreal moved to acknowledge the 2021 Annual Financial Report. The motion was seconded by Director Esparza and carried unanimously.

ACTION ITEMS

3-A Consideration and Approval of the February 17, 2022, Regular Meeting Minutes.

Secretary Nelson moved to approve the February 17, 2022, Regular Meeting Minutes. The motion was seconded by Treasurer Villarreal and carried unanimously.

3-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 Treasurer Villarreal and carried unanimously.

The Claims are as follows:

3-C Approval of Claims.

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

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

The Claims are as follows:

3-D Consideration and Approval of Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550. Mr. Sepulveda advised the Board that the project was complete recommended final payment be approved.

Treasurer Villarreal moved to approve the Final Payment to G-8 Utilities, LLC for the Erosion Repair on SH 550. The motion was seconded by Secretary Nelson and carried unanimously.

The Final Payment is as follows:

3-E Consideration and Approval of Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project. Mr. Sepulveda advised the Board that the project was complete, and that Staff recommended payment be approved.

Treasurer Villarreal moved to approve the Final Payment to Foremost Paving, Inc for the Isla Blanca Park Parking Lot Expansion Project. The motion was seconded by Director Esparza and carried unanimously.

The Final Payment is as follows:

3-F Consideration and Approval of Quarterly Investment Report for the period ending February 28, 2022.

Mr. Sepulveda advised the Board that Director Esparza had submitted an affidavit and would be abstaining from and discussion and vote.

Mr. Victor Barron, RMA Controller went over Quarterly Investment Report for the period ending February 28, 2022.

Secretary Nelson moved to approve the Quarterly Investment Report for the period ending February 28, 2022. The motion was seconded by Director Villegas and carried as follows:

Ayes: Parker, Nelson, Villarreal, Villegas

Nays: None

Abstain: Esparza

Note: Director's Esparza submitted an affidavit and abstained from discussion and vote.

The Quarterly Report is as follows:

3-G Consideration and Approval of a Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for a Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System. Mr. Sepulveda explained the procurement process that was undertaken for this item.

Secretary Nelson moved to approve the Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Administration Building for the Cameron County Parks System. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

3-H Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge.

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 Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge. Mr. Sepulveda explained that this Interlocal was for construction management services.

Treasurer Villarreal moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at the Veterans International Bridge. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

3-I Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge.

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 Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge. Mr. Sepulveda explained that this Interlocal was for the engineering, design and construction management services.

Director Esparza moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donation Acceptance Program Project at Free Trade Bridge. The motion was seconded by Secretary Nelson and carried unanimously.

The Interlocal is as follows:

3-J Consideration and Approval to Require the Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Require Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines. Mr. Sepulveda advised the Board that Staff would need to advertise for bids to comply with State and Federal guidelines.

Treasurer Villarreal moved to approve staff to advertise for Bid(s) for the Veterans CBP Primary Lanes Expansion Project to comply with TxDOT Guidelines. The motion was seconded by Director Esparza and carried unanimously.

The Advertisement is as follows:

3-K Consideration and Approval of Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project. Mr. Sepulveda advised the Board that funding for this item would come from Cameron County.

Director Esparza moved to approve amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Veterans Bridge Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Amendment is as follows:

3-L Consideration and Approval of Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project. Mr. Sepulveda advised the Board that funding for this item would come from Cameron County.

Director Esparza moved to approve Amendment No. 1 to Professional Services Agreement between the Cameron County Regional Mobility and S&B Infrastructure, Ltd. for the Free Trade Bridge Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Amendment is as follows:

3-M Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project. Mr. Sepulveda advised the Board that funding for this item would come from Cameron County.

Director Esparza moved to approve the Supplemental Work Authorization No. 1 to Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Supplemental is as follows:

3-N Consideration and Approval of Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project. Mr. Sepulveda advised the Board that this Work Authorization would take us through the environmental phase of the project. The goal will be to receive environmental clearance once the process has been followed. Mr. Sepulveda advised the Board that it would take approximately 18 to 24 months to go through this process. Mr.

Sepulveda stated that funding for the item would come from Cameron County, the City of South Padre Island and the CCRMA.

Treasurer Villarreal moved to approve the Work Authorization No. 26 with S&B Infrastructure for the South Padre Island 2nd Access Project subject to TxDOT review and approval of scope. The motion was seconded by Secretary Nelson and carried unanimously.

The Work Authorization is as follows:

3-O Consideration and Approval of Peacock General Contractor Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro “Pete” Benavides Park Pavilion.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro “Pete” Benavides Park Pavilion. Mr. Sepulveda recommended approval.

Director Esparza moved to approve Change Order No. 1 for Alternate No. 1 and Alternate No. 2 for the Pedro “Pete” Benavides Park Pavilion. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Change Order is as follows:

3-P Consideration and Approval to Purchase 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Purchase 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road.

Secretary Nelson moved to approve the purchase of 48VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road through a work authorization as per legal recommendation. The motion was seconded by Treasurer Villarreal and carried unanimously.

3-Q Discussion and Possible Action Regarding the Back Office System Rules.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for updates Regarding the Back Office System Rules. Mr. Sepulveda explained the reasons for the updates.

Secretary Nelson moved to approve the Back Office System Rules. The motion was seconded by Director Esparza and carried unanimously.

The Back Office System Rules are as follows:

3-R Consideration and Approval of Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.

Director Esparza moved to approve Amendment No. 6 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch. The

motion was seconded by Treasurer Villarreal and carried unanimously.

The Amendment is as follows:

3-S Consideration and Approval to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance. Mr. Sepulveda advised the Board that 3 proposals were received but only one met all criteria. The sole respondent's proposal was very similar in cost to the existing contract.

Secretary Nelson moved to approve to Award RFP No. 2022-001 and Contract for the SH 550 Road Maintenance. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Contract is as follows:

3-T Consideration and Approval of Contract with Explorer RGV.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Contract with Explorer RGV. Mr. Sepulveda advised the Board that this was a good marketing campaign for the CCRMA.

Treasurer Villarreal moved to approve the Contract with Explorer RGV. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

3-U Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc. Mr. Sepulveda advised the Board that Staff had followed Txdot's procurement process.

Director Esparza moved to approve the Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc., subject to final legal review. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

3-V Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC. Mr. Sepulveda advised the Board that Staff had followed Txdot's procurement process.

Director Esparza moved to approve the Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC subject to final legal review and TxDOT rate approval. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Treasurer Villarreal and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:01 P.M.

APPROVED this _____ day of _____ 2022.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 21, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	964322	\$ 267.54	Supplemental Employee Insurance April 2022	Indirect	Y	Local	Ope
Victor J. Barron	Travel VJB 4.21.22	29.72	Travel Reimbursement VJB 4.21.22	Indirect	Y	Local	Ope
S&B Infrastructure, LTD	U2716.117-02	5,345.95	SPI 2nd Access-Schematics WA 17 Mar 2022	South Padre Island 2nd Access	Y	Local	Ope
S&B Infrastructure, LTD	U2716.800-10	1,047.97	Cultural Resources WA 8 March 2022	Naranjo Road/Old Alice	Y	Local	Ope
Texas Comptroller of Public Accounts	K2017 2022	100.00	Texas Comptroller Membership 2022	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1491	1,841.03	Legal Services March 2022	Indirect	Y	Local	Ope
		<u>8,632.21</u>					

Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.229-03	\$ 10,683.40	SPI Action Plan Development March 2022	South Padre Island 2nd Access	Y	Local	Ope
		<u>10,683.40</u>					

Tolls


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Charter Communications	0879673041522	\$ 267.19	Ethernet Intrastate April 2022	Direct Connectors - SH550	Y	Local	Toll
Toshiba Financial Services	5623579	287.05	Tolls Print Maint April 2022	Indirect	Y	Local	Toll
		<u>554.24</u>					
Operations		\$ 8,632.21					
Oper Interlocal		10,683.40					
Tolls		<u>554.24</u>					
Total Transfer		<u>\$ 19,869.85</u>					

Reviewed by:

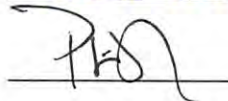
Monica R. Ibarra,
Accounting Clerk

 4.21.22

Victor J. Barron,
Controller

 4.21.22

Pete Sepulveda Jr.,
Executive Director

 04.21.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 14, 2022

100 Operation

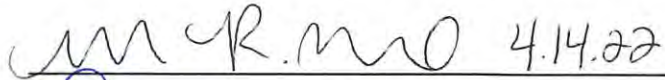
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CheckMark	119054 3/22	\$ 48.00	TimeClock Service March	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 4.13.22	474.15	Travel Reimbursement ET 4.13.22	Indirect	Y	Local	Ope
Charter Communcations	0121858040922	1,161.29	Internet/Phones April 2022	Indirect	Y	Local	Ope
Toshiba Financial Services	39731272	424.81	Admin Printer April 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 3/22	39.07	Water & Waste Water Ste 7 Mar 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 3/22	34.92	Water & Waste Water Ste 6 Mar 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 3/22	35.31	Water & Waste Water Ste 4 Mar 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 3/22	35.31	Water & Waste Water Ste 3 Mar 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 3/22	34.55	Water & Waste Water Ste 8 Mar 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 3/22	34.55	Water & Waste Water Ste 5 Mar 2022	Indirect	Y	Local	Ope
		<u>2,321.96</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bank of New York Mellon	252-2461156	\$ 1,325.00	TX Rev and Tax Bonds Series 2014 Apr 2022-Mar 2023	Indirect	Y	Local	Tolls
Bank of New York Mellon	252-2461157	1,325.00	TX Rev and Tax Bonds Series 2015 Apr 22 - Mar 23	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1007272	1,094.08	Out of State DMV Record Mar 2022	Indirect	Y	Local	Tolls
Juan Garcia	Travel JG 4.8.22	198.38	Travel Reimbursement JG 4.8.22	Indirect	Y	Local	Tolls
Eduardo J. Trevino	Travel EJT 4.5.22	36.00	Travel Reimbursement EJT 4.5.22	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20220331	113.43	Address and Name Lookup March 2022	Indirect	Y	Local	Tolls
Matus Contractor Company	443	7,000.00	Grass, garbage and herbicide Paredes Line to Alton Gloor	Indirect	Y	Local	Tolls
Gotprint.com	26635631	3,273.03	Envelope Purchase for Tolls 4.12.22	Indirect	Y	Local	Tolls
Public Utilities Board	588837 4/22	208.84	Electricity 180042 SH 550 Bro, Tx April 2022	Port Spur - SH550	Y	Local	Tolls
Quadient Leasing USA, Inc.	N9345561	1,061.10	Mailing System Software April 2022	Indirect	Y	Local	Tolls
Charter Communications	0121858040922	1,161.28	Internet/Phones April 2022	Indirect	Y	Local	Tolls
TollPlus LLC	US2100137	4,307.56	TollPlus Support and Maintenance Oct 2021	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Valley Municipal Utility District	3010066802 3/22	41.34	Water & Waste Water Tolls Mar 2022	Indirect	Y	Local	Tolls
		<u>21,145.04</u>					
	Operations	\$ 2,321.96					
	Tolls	<u>21,145.04</u>					
	Total Transfer	<u>\$ 23,467.00</u>					

Reviewed by:

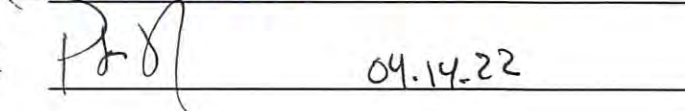
Monica R. Ibarra,
Accounting Clerk

 4.14.22

Victor J. Barron,
Controller

 4.14.22

Pete Sepulveda Jr.,
Executive Director

 04.14.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 7, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CNA Surety	72171868 AN 5.14.22	\$ 87.50	CNA Surety AN May 22-May 23	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 3/22	48.44	Bottled Water Delivery March 2022	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 3.31.22	322.16	Travel Reimbursement AG 3.31.22	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 3.31.22	18.84	Travel Reimbursement MRI 3.31.22	Indirect	Y	Local	Ope
MPC Studios, Inc	31474	125.00	Website Hosting April 2022	Indirect	Y	Local	Ope
Rio Grande Valley Mobility Task Force	MTF 2208	10,000.00	2022 Alliance for I-69 Texas Annual Dues	Indirect	Y	Local	Ope
Texas Workforce Commission	TWC Q1 2022	136.27	TWC Q1 2022	Indirect	Y	Local	Ope
		<u>10,738.21</u>					

525 Tolls


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon March 2022	\$ 1,009.19	Toll Supplies March 2022	Indirect	Y	Local	Tolls
Brownsville Chamber of Commerce	State of City 4.5.22	1,000.00	Bro Chamber of Commerce State of the City Crossroads Ed.	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 3/22	57.95	Bottled Water Delivery March 2022	Indirect	Y	Local	Tolls
Anne Vasquez	Travel AV 4.5.22	144.00	Travel Reimbursement AV 4.5.22	Indirect	Y	Local	Tolls
Barbara Sitton	Travel BS 4.4.22	36.00	Travel Reimbursement BS 4.4.22	Indirect	Y	Local	Tolls
Janett Huerta	Travel JH 4.4.22	218.11	Travel Reimbursement JH 4.4.22	Indirect	Y	Local	Tolls
Jose L Rodriguez	Travel JLR 4.4.22	180.00	Travel Reimbursement JLR 4.4.22	Indirect	Y	Local	Tolls
Keyla Chavez- Estrada	Travel KCE 4.5.22	36.00	Travel Reimbursement KCE 4.5.22	Indirect	Y	Local	Tolls
Robert Slaid	Travel RS 4.4.22	38.11	Travel Reimbursement RS 4.4.22	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI02245	14,274.00	Maintenance and Support Feb 2022	Indirect	Y	Local	Tolls
RAV Run Adventures	RAV Sponsorship 4/22	500.00	RAV run Adventures SPI Half Marathon Sponsorship	Indirect	Y	Local	Tolls
Tecsidel SA	322	1,652.25	Maintenance February 2022	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TxDmv Replen 4.5.22	3,000.00	Name and Address Lookup April 2022	Indirect	Y	Local	Tolls
Charter Communications	2868066040322	258.66	Ethernet Intrastate April 2022	Direct Connectors -	Y	Local	Tolls
United States Postal Service	USPS Replen 4.5.22	15,000.00	Postage Replenishment 4.5.22	Indirect	Y	Local	Tolls
Verizon Wireless	9902540883	75.98	Internet HotSpot March 2022	Indirect	Y	Local	Tolls
		<u>37,480.25</u>					
	Operations	\$ 10,738.21					
	Tolls	<u>37,480.25</u>					
	Total Transfer	<u>\$ 48,218.46</u>					


Reviewed by:

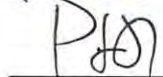
Monica R. Ibarra,
Accounting Clerk

Victor J. Barron,
Controller

Pete Sepulveda Jr.,
Executive Director

 4.7.22

 4.7.22

 4.7.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims April 1, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX March 2022	\$ 1,601.54	Credit Card Charges March 2022	Indirect	Y	Local	Ope
Campbells Services	15802	875.00	Janitorial Services March 2022	Indirect	Y	Local	Ope
CNA Surety	72177035 AV 5.14.22	125.00	Surety TX Treasurer CCRMA A.Villarreal 5.14.22	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220810048570925	39.90	Electricity Ste 7 March 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220810048570926	54.01	Electricity Ste 3 March 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220810048570927	160.78	Electricity Ste 4 March 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220830048589928	15.70	Electricity Ste 5 March 2022	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 3.31.22	46.27	Travel Reimbursement LM 3.31.22	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 3.31.22	1,071.72	Travel Reimbursement PSJ 3.31.22	Indirect	Y	Local	Ope
Republic Services	0863-002167461	131.68	Waste Container Apr 2022	Indirect	Y	Local	Ope
		<u>4,121.60</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX March 2022	\$ 667.77	Credit Card Charges March 2022	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	220810048570682	235.01	Electricity Tolls March 2022	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	220840048604232	161.16	Electricity 570 Fm 511 Mar 2022	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	220840048604233	201.21	Electricity 1895 Fm 511 #1 Mar 2022	FM1847 - SH550	Y	Local	Tolls
Eduardo J. Trevino	Travel EJT 3.25.22	177.84	Travel Reimbursement EJT 3.25.22	Indirect	Y	Local	Tolls
Gexa Energy, LP	33022440	216.75	Electricity 1505 Fm 511 & 1705 Fm 511 Mar 2022	Direct Connectors - SH550	Y	Local	Tolls
NSA Property Holdings, LLC d/b/a Move It Storage- North	Unit #242 4/22	214.00	Storage Unit #242 April 2022	Indirect	Y	Local	Tolls
Prisciliano Delgado	10732	250.00	Lawn Care March 2022	Indirect	Y	Local	Tolls
Public Utilities Board	600710 3/22	183.50	Electricity 1100 Fm 511 Hwy Bro,TX Mar 2022	Direct Connectors - SH550	Y	Local	Tolls
Toshiba Financial Services	39657121	296.86	Tolls Printer March 2022	Indirect	Y	Local	Tolls
		<u>2,604.10</u>					
	Operations	\$ 4,121.60					
	Tolls	<u>2,604.10</u>					
	Total Transfer	<u>\$ 6,725.70</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

M R. Ibarra 4.1.22

Victor J. Barron,
Controller

V. Barron 4.1.22

Pete Sepulveda Jr.,
Executive Director

P. Sepulveda Jr. 04.01.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims March 25, 2022

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	42-B	\$ 8,000.00	Consulting services ILA June 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	43-B	8,000.00	Consulting services ILA July 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	44-B	8,000.00	Counsulting Services ILA August 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	45-B	8,000.00	Consulting Services ILA September 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	46-B	8,000.00	Consulting Services ILA October 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	47-B	8,000.00	Consulting Services ILA November 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	48-B	8,000.00	Consulting Services ILA December 2021	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	49-B	8,000.00	Consulting Services ILA January 2022	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	50-B	8,000.00	Consulting Services ILA February 2022	CC - Consulting Services PF	Y	Local	Ope
		<u>72,000.00</u>					
Oper Interlocal		\$ 72,000.00					
Total Transfer		<u>\$ 72,000.00</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 3.25.22

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

3/25/2022

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DocuSigned by:

Pete Sepulveda Jr,
Executive Director

P Sepulveda Jr

3/25/2022

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims March 24, 2022



100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allegra Print & Imaging	137281	\$ 320.00	Business Cards ET & JH Fuego/RMA 3.15.22	Indirect	Y	Local	Ope
IRS US Treasury - ACH for Payroll Taxes	EFTPS Late 3.15.22	274.28	941 Federal Deposit PPE 10.15.21 and GTL 2021 made	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 3.21.22	880.67	Travel Reimbursment ET 3.21.22	Indirect	Y	Local	Ope
Gexa Energy, LP	33016476	46.71	Electricity Ste 6 March 2022	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1974754	112.50	Shredding Services March 2022	Indirect	Y	Local	Ope
McAllen Chamber of Commerce	44758	265.00	McAllen Chamber Membership 2022-2023	Indirect	Y	Local	Ope
Texas County District Retirement System	TCDRS U/P 1/31/22	200.77	TCDRS Underpaid employer and GTL 1/31/22	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62204	7,439.92	Employee Health Benefits Apr 2022	Indirect	Y	Local	Ope
Weston Insurance Company	4456144	6,370.00	Property Insurance Windstorm and Hail Admin 2.27.22	Indirect	Y	Local	Ope
		<u>15,909.85</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Charter Communications	0879673031522	\$ 267.68	Ethernet Intrastate Mar 2022	Direct Connectors - SH550	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62204	7,132.66	Employee Health Benefits Apr 2022	Indirect	Y	Local	Tolls
United States Postal Service	FC Postage 3.21.22	5,800.00	First Class Postage Replenishment 3.21.22	Indirect	Y	Local	Tolls
Weston Insurance Company	4450967	196.00	Property Insurance Windstorm and Hail Tolls Amended 2.27.22	Indirect	Y	Local	Tolls
		<u>13,396.34</u>					
	Operations	\$ 15,909.85					
	Tolls	<u>13,396.34</u>					
	Total Transfer	<u>\$ 29,306.19</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 3.24.22

Victor J. Barron,
Controller

Victor J. Barron 3.24.22

Pete Sepulveda Jr.,
Executive Director

PJS 3.24.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims March 17, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	582885	\$ 235.82	Employee supplemental insurance Mar 2022	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2454790	1,250.00	Tx Rev and Tax Ref Bonds Series 2020 Mar 22- Feb 23	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2454791	1,325.00	Vehicle Registration Refinance 2019 Mar 22- Feb 23	Indirect	Y	Local	Ope
CDW Government LLC, CDW Government	S903230	1,771.00	Bitdefender GZ Elite Gov Security System FY2022	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 3.11.22	305.37	Travel Reimbursement AG Jan2022-Feb2022	Indirect	Y	Local	Ope
MPC Studios, Inc	31363	125.00	Website Hosting March 2022	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	50	12,000.00	Consulting Services February 2022	Indirect	Y	Local	Ope
Rotary Club of Harlingen	State of the City 22	1,100.00	Sponsorship for State of the City Address	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1445	4,129.09	Legal Services Feb 2022	Indirect	Y	Local	Ope
Charter Communcations	0121858030922	1,161.51	Internet/Phones March 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 2/22	38.69	Water & Waste Water Ste 7 Feb 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 2/22	35.31	Water & Waste Water Ste 6 Feb 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 2/22	36.43	Water & Waste Water Ste 4 Feb 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 2/22	34.92	Water & Waste Water Ste 3 Feb 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 2/22	34.92	Water & Waste Water Ste 8 Feb 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 1/11	34.55	Water & Waste Water Ste 5 Feb 2022	Indirect	Y	Local	Ope
		<u>23,617.61</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Feb 2022	\$ 933.00	Office Supplies and Markting Supplies Feb 2022	Indirect	Y	Local	Tolls
City of Hidalgo	Borderfest 2022	3,250.00	Borderfest Sponsorship Package 2022	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20220228	113.43	Address and Name Lookup Feb 2022	Indirect	Y	Local	Tolls
Matus Contractor Company	430	5,500.00	Grass, garbage, herbicide FM 550 to HWY 77 3.7.22	Indirect	Y	Local	Tolls
Matus Contractor Company	431	4,000.00	Grass, garbage, herbicide Gap 1 3.7.22	Indirect	Y	Local	Tolls
Public Utilities Board	588837 03/2022	199.54	Electricity 180042 SH 550 Mar 2022	Port Spur - SH550	Y	Local	Tolls
Quadient Leasing USA, Inc.	N9298325	7,934.19	Mailing system software Mar 2022	Indirect	Y	Local	Tolls
Charter Communications	0121858030922	1,161.50	Internet/Phones March 2022	Indirect	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5608968	81.12	Excess Prints Tolls Printer Feb 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 3.11.22	15,000.00	Postage Replenishment 3.11.22	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 2/22	44.72	Water & Waste Water Tolls Feb 2022	Indirect	Y	Local	Tolls
		<u>38,217.50</u>					
	Operations	\$ 23,617.61					
	Tolls	<u>38,217.50</u>					
	Total Transfer	<u>\$ 61,835.11</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

mri 3.17.22

Victor J. Barron,
Controller

VJB 3.17.22

Pete Sepulveda Jr.,
Executive Director

PtS 3.17.22

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims April 28, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Dell	10570513209	\$ 13,630.25	8 Laptop Computers for Staff	Indirect	Y	Local	Ope
HALFF Associates, Inc.	10064785	27,845.30	Develop of Design Schematic for Whipple Rd Dec 2021	Whipple Road	Y	Local	Ope
TollPlus LLC	US2200051	31,698.00	Change Order Fee CCRMA CO 05 Aug 232021	Indirect	Y	Local	Ope
		<u>73,173.55</u>					

Operations Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2021-004 03	\$ 69,587.95	Const Isla Blanca Toll Booths Mar 2022	CC- Isla Blanca Toll Booths	Y	Local	Ope
Noble Texas Builders, LLC	22.0203.00 3/22	62,777.64	CC Parks Admin Building Mar 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
Noble Texas Builders, LLC	22.0203.00 4/22	246,090.70	CC Parks Admin Building Apr 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
Peacock General Contractor, Inc.	2201 #2	87,300.25	Benavides Park Pavilion March 2022	CC- Pedro Benavides Pavilion	Y	Local	Ope
S&B Infrastructure, LTD	U2716.222-03	90,933.49	East Loop PS&E, Geo, Utilities February 2022	SH 32 (East Loop)	Y	Local	Ope
TollPlus LLC	US2200050	23,275.00	Change Order Fee CCRMA ROM 08 Jan 182022	CC - International Bridge	Y	Local	Ope
		<u>579,965.03</u>					

Tolls Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200032	\$ 6,622.87	Maintenance and Support for Pharr Bridge Mar 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,622.87</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Dell	10570513209	2,105.75	8 Laptop Computers for Staff	Indirect	Y	Local	Toll
TML Intergovernmental Risk Pool	9384 4.1.22	16,798.25	SH 550 Infrastructure April 2022	Indirect	Y	Local	Toll
TollPlus LLC	US2200032	15,989.96	Maintenance and Support March 2022	Indirect	Y	Local	Toll
		<u>34,893.96</u>					
Operations		\$ 73,173.55					
Oper Interlocal		579,965.03					
Tolls Interlocal		6,622.87					
Tolls		<u>34,893.96</u>					
Total Transfer		<u>\$ 694,655.41</u>					

Reviewed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

4/26/2022

DocuSigned by:

Pete Sepulveda Jr,
Executive Director*Pete Sepulveda Jr.*

4/26/2022

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**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR FEBRUARY 2022
AND MARCH 2022.**



FEBRUARY 2022 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions
Included In Report From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 261,590	\$ 283,333	\$ (21,743)	\$ 1,287,650	\$ 3,400,000	\$ (2,112,350)	\$1,249,401
Interlocal agreements	17,583	29,250	(11,667)	87,462	351,000	(263,538)	52,033
Other revenues	895	800	95	2,907	9,600	(6,693)	-
Total Operating Revenues	<u>280,068</u>	<u>313,383</u>	<u>(33,315)</u>	<u>1,378,019</u>	<u>3,760,600</u>	<u>(2,382,581)</u>	<u>1,301,435</u>
Operating Expenses							
Personnel costs	80,709	106,832	26,123	492,964	1,281,987	789,023	424,068
Professional services	13,810	29,592	15,782	85,157	340,100	254,943	128,983
Advertising & marketing	125	1,375	1,250	2,045	16,500	14,455	625
Data processing	3,509	1,000	(2,509)	5,420	12,000	6,580	1,688
Dues & memberships	-	1,667	1,667	6,050	20,000	13,950	5,780
Education & training	283	833	550	748	10,000	9,252	125
Fiscal agent fees	500	4,467	3,967	6,870	53,600	46,730	3,470
Insurance	-	667	667	-	8,000	8,000	324
Maintenance & repairs	2,599	4,167	1,568	9,832	50,000	40,168	30
Office supplies	639	2,250	1,611	10,545	42,000	31,455	1,302
Leases	311	311	-	1,556	3,735	2,179	29,583
Travel	2,456	2,083	(373)	4,232	25,000	20,768	82
Utilities	2,061	2,250	189	9,094	27,000	17,906	8,161
Contingency	-	10,417	10,417	6,690	125,000	118,310	-
Total Operating Expenses	<u>107,002</u>	<u>167,910</u>	<u>60,908</u>	<u>641,203</u>	<u>2,014,922</u>	<u>1,373,719</u>	<u>604,221</u>
Total Operating Income	<u>173,066</u>	<u>145,473</u>	<u>27,593</u>	<u>736,816</u>	<u>1,745,678</u>	<u>(1,008,862)</u>	<u>697,214</u>
Non Operating Revenues							
Interest income	12,671	4,583	8,088	52,846	55,000	(2,154)	27,237
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating	<u>12,671</u>	<u>187,917</u>	<u>(175,246)</u>	<u>52,846</u>	<u>2,255,000</u>	<u>(2,202,154)</u>	<u>27,237</u>
Non Operating Expenses							
Debt interest	1,316,937	158,807	(1,158,131)	1,316,937	1,905,678	588,741	1,266,531
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	623	172,500	171,877	64,282	2,070,000	2,005,718	23,116
Total Non Operating	<u>1,317,560</u>	<u>333,390</u>	<u>(984,170)</u>	<u>1,381,218</u>	<u>4,000,678</u>	<u>2,619,460</u>	<u>1,290,027</u>
Total Changes in Net Position	<u>\$ (1,131,823)</u>	<u>\$ -</u>	<u>\$ (1,131,823)</u>	<u>\$ (591,556)</u>	<u>\$ -</u>	<u>\$ (591,556)</u>	<u>\$ (565,576)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted
Transactions Included In Report From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget- Original	Current Period Budget Variance	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	\$ 195,217	\$ 163,750	\$ 31,467	\$ 854,098	\$ 1,965,000	\$ (1,110,902)	\$ 857,787
Interop Revenues							
Interop revenues	50,493	71,250	(20,757)	410,706	855,000	(444,294)	319,549
Bridge interoperability	34,899	41,667	(6,768)	224,123	500,000	(275,877)	202,333
Total Interop Revenues	85,391	112,917	(27,525)	634,829	1,355,000	(720,171)	521,882
Other Toll Revenues							
Interlocal agreement revenues	12,252	13,490	(1,238)	65,107	161,880	(96,774)	51,816
Total Other Toll Revenues	12,252	13,490	(1,238)	65,107	161,880	(96,774)	51,816
Total Toll Operating Revenues	292,861	290,157	2,704	1,554,034	3,481,880	(1,927,846)	1,431,484
Toll Operating Expenses							
Personnel costs	42,324	52,894	10,570	221,063	634,724	413,661	213,042
Transaction processing costs	21,627	43,967	22,340	199,965	527,600	327,635	162,200
Toll system maintenance/IT	22,613	22,750	137	112,477	273,000	160,523	109,051
Roadside maintenace	27,483	38,967	11,484	175,275	467,600	292,325	176,806
CSC indirect/overhead costs	14,825	25,099	10,274	66,519	301,190	234,671	61,808
Total Toll Operating Expenses	128,872	183,676	54,805	775,299	2,204,114	1,428,815	722,906
Total Operating Income (Loss)	163,989	106,481	57,510	778,734	1,277,766	(499,032)	708,578
Non Operating Revenues							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Total Non Operating Revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Non Operating Expenses							
Debt interest	1,678,967	221,897	(1,457,070)	1,678,967	2,662,766	983,799	1,418,045
Total Non Operating Expenses	1,678,967	221,897	(1,457,070)	1,678,967	2,662,766	983,799	1,418,045
Changes in Net Position	\$ (1,514,979)	\$ -	\$ (1,514,979)	\$ (900,233)	\$ -	\$ (900,233)	\$ (709,468)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included
In Report From 2/1/2022 Through 2/28/2022

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 261,590	\$ 283,333	\$ (21,743)	\$ 1,287,650	\$ 3,400,000	\$ (2,112,350)	\$ 1,249,401
Interlocal agreement	30,730	43,540	(12,810)	155,475	522,480	(367,005)	103,849
Toll revenues	280,608	276,667	3,941	1,488,927	3,320,000	(1,831,073)	1,379,669
Total Operating Revenues	572,929	603,540	(30,612)	2,932,053	7,242,480	(4,310,427)	2,732,919
Operating Expenses							
Personnel costs	123,033	159,726	36,693	714,027	1,916,711	1,202,684	637,110
Accounting software and	-	208	208	-	2,500	2,500	2,274
Professional services	12,000	25,217	13,217	66,558	287,600	221,042	120,620
Contractual services	1,810	6,250	4,440	19,641	75,000	55,359	8,790
Advertising & marketing	6,763	7,625	862	14,535	91,500	76,965	4,692
Data processing	3,509	1,000	(2,509)	5,420	12,000	6,580	1,688
Dues & memberships	-	2,250	2,250	6,050	27,000	20,950	8,220
Education & training	1,925	1,667	(258)	2,589	20,000	17,411	125
Fiscal agent fees	500	4,900	4,400	6,870	58,800	51,930	4,720
Insurance	-	7,250	7,250	43,588	87,000	43,413	36,223
Maintenance & repairs	4,109	5,833	1,724	19,846	70,000	50,154	1,590
Office supplies	2,090	24,500	22,410	101,266	309,000	207,734	86,838
Road maintenance	60,977	64,333	3,356	294,024	772,000	477,976	304,810
Leases	2,620	4,687	2,067	16,729	56,247	39,518	42,596
Toll services	8,788	13,967	5,179	64,379	167,600	103,221	35,146
Travel	2,487	3,333	846	4,676	40,000	35,324	174
Utilities	5,263	6,700	1,437	25,747	80,400	54,653	31,514
Contingency	-	12,140	12,140	10,558	145,678	135,120	-
Total Operating Expenses	235,874	351,586	115,712	1,416,503	4,219,036	2,802,533	1,327,127
Net Change from Operations	337,054	251,954	85,100	1,515,550	3,023,444	(1,507,894)	1,405,792
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	12,671	4,583	8,088	52,846	55,000	(2,154)	27,237
TRZ Revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenue	12,671	303,333	(290,662)	52,846	3,640,000	(3,587,154)	27,237
Non Operating Expenses							
Bond Debt Expense	2,995,904	380,704	(2,615,200)	2,995,904	4,568,444	1,572,540	2,684,576
Debt Interest - LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	623	172,500	171,877	64,282	2,070,000	2,005,718	23,116
Total Non Operating Expenses	2,996,527	555,287	(2,441,240)	3,060,186	6,663,444	3,603,258	2,708,073
Changes in Net Position	\$ (2,646,802)	\$ -	\$ (2,646,802)	\$ (1,491,789)	\$ -	\$ (1,491,789)	\$ (1,275,043)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 2/1/2022 Through 2/28/2022

	Cameron County	Federal Funds	Total
Non Operating Revenues			
Revenues			
SH550 GAP II	\$ -	\$ 2,492	\$ 2,492
SH 32 (East Loop)	202,647	-	202,647
Flor De Mayo Bridge	250	-	250
CC - Consulting Services PF	8,000	-	8,000
CC- Pedro Benavides Pavilion	28,514	-	28,514
CC- Isla Blanca Parking Lot	250,383	-	250,383
Total Revenues	<u>489,794</u>	<u>2,492</u>	<u>492,286</u>
Total Non Operating Revenues	<u>489,794</u>	<u>2,492</u>	<u>492,286</u>
Non Operating Expenses			
Project expenses			
SH550 GAP II	-	2,492	2,492
Flor De Mayo Bridge	250	-	250
CC - Consulting Services PF	8,000	-	8,000
CC- Pedro Benavides Pavilion	28,514	-	28,514
CC- Isla Blanca Parking Lot	250,383	-	250,383
Total Project expenses	<u>287,147</u>	<u>2,492</u>	<u>289,639</u>
Total Non Operating Expenses	<u>287,147</u>	<u>2,492</u>	<u>289,639</u>
Total Changes in Net Position	<u>\$ 202,647</u>	<u>\$ -</u>	<u>\$ 202,647</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 2/28/2022

	Cameron County	Federal Funds	Total
	<u> </u>	<u> </u>	<u> </u>
Non Operating Revenues			
Revenues			
South Padre Island 2nd Access	\$ 15,449	\$ -	\$ 15,449
SH550 GAP II	-	12,490	12,490
SH 32 (East Loop)	420,294	-	420,294
Flor De Mayo Bridge	50,709	-	50,709
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	40,000	-	40,000
CC - Administration Building & Parking Lot	1,489	-	1,489
CC- Isla Blanca Toll Booths	53,390	-	53,390
CC- Pedro Benavides Pavilion	30,924	-	30,924
CC- Isla Blanca Parking Lot	410,752	-	410,752
Total Revenues	<u>1,078,429</u>	<u>12,490</u>	<u>1,090,919</u>
Total Non Operating Revenues	<u>1,078,429</u>	<u>12,490</u>	<u>1,090,919</u>
Non Operating Expenses			
Project expenses			
South Padre Island 2nd Access	15,449	-	15,449
SH550 GAP II	-	12,490	12,490
SH 32 (East Loop)	217,647	-	217,647
Flor De Mayo Bridge	50,709	-	50,709
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	40,000	-	40,000
CC - Administration Building & Parking Lot	1,489	-	1,489
CC- Isla Blanca Toll Booths	53,390	-	53,390
CC- Pedro Benavides Pavilion	30,924	-	30,924
CC- Isla Blanca Parking Lot	410,752	-	410,752
Total Project expenses	<u>875,783</u>	<u>12,490</u>	<u>888,273</u>
Total Non Operating Expenses	<u>875,783</u>	<u>12,490</u>	<u>888,273</u>
Total Changes in Net Position	<u><u>\$ 202,647</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 202,647</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITYBalance Sheet
As of 2/28/2022

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 3,484,268
Restricted cash - projects	7,683,289
Restricted cash accounts - debt service	6,058,725
Restricted cash - bond proceeds	3,491,983
Accounts receivable, net	
Vehicle Registration Fees - Receivable	525,605
Other	3,056,347
Total Accounts receivable, net	<u>3,581,952</u>
Accounts receivable - other agencies	2,760,119
Prepaid expenses	6,714
Total Current Assets:	<u>27,067,051</u>
Non Current Assets:	
Capital assets, net	96,425,389
Capital projects in progress	24,750,322
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	<u>121,393,334</u>
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	<u>289,905</u>
Total ASSETS	<u><u>\$ 148,750,290</u></u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 584,845
Deferred revenue	6,024,709
Total Current Liabilities	<u>6,609,555</u>
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	77,467,246
Total Non Current Liabilities	<u>93,601,434</u>
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	<u>100,379,015</u>
NET POSITION	
Beginning net position	
	48,482,312
Total Beginning net position	<u>48,482,312</u>
Changes in net position	
	(111,037)
Total Changes in net position	<u>(111,037)</u>
Total NET POSITION	<u>48,371,275</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>\$ 148,750,290</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

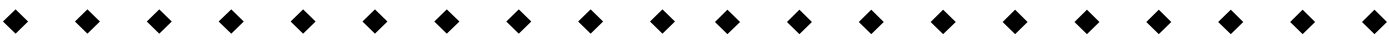
As of 2/28/2022

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 268,370	\$ 1,334,450
Receipts from interop toll revenues	105,711	663,042
Receipts from TPS toll revenues	202,977	880,593
Receipts from other operating revenues	30,880	156,425
Payments to vendors	(353,200)	(920,660)
Payments to employees	(123,045)	(723,093)
Total Cash Flows from Operating Activities	<u>131,693</u>	<u>1,390,756</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	-	(540,401)
Acquisitions of construction in progress	(370,074)	(890,450)
Payments on principal and interest	(3,316,205)	(3,316,205)
Proceeds related to redevelopment assets	486,185	1,821,382
Payment on interlocal project expenses	(282,262)	(912,554)
Advances and Interlocal project proceeds	(228,670)	5,811,117
Total Cash Flows from Capital and Related Financing Activities	<u>(3,711,025)</u>	<u>1,972,890</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>12,671</u>	<u>52,846</u>
Total Cash Flows from Investing Activities	<u>12,671</u>	<u>52,846</u>
Beginning Cash & Cash Equivalents	<u>24,284,928</u>	<u>17,301,774</u>
Ending Cash & Cash Equivalents	<u>\$ 20,718,266</u>	<u>\$ 20,718,266</u>



MARCH 2022 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR
VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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REVENUES & EXPENSES

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

Transactions Included In Report From 3/1/2022 Through 3/31/2022

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 362,210	\$ 283,333	\$ 78,877	\$1,649,860	\$ 3,400,000	\$(1,750,140)	\$1,637,601
Interlocal agreements	17,584	29,250	(11,666)	105,046	351,000	(245,954)	62,033
Other revenues	869	800	69	3,777	9,600	(5,823)	-
Total Operating Revenues	380,664	313,383	67,281	1,758,683	3,760,600	(2,001,917)	1,699,635
Operating Expenses							
Personnel costs	81,168	106,832	25,664	574,132	1,281,987	707,855	495,186
Professional services	40,219	29,592	(10,627)	125,376	340,100	214,724	150,081
Advertising & marketing	125	1,375	1,250	2,170	16,500	14,330	750
Data processing	2,939	1,000	(1,939)	8,358	12,000	3,642	2,152
Dues & memberships	1,365	1,667	302	7,415	20,000	12,585	5,780
Education & training	-	833	833	748	10,000	9,252	125
Fiscal agent fees	2,575	4,467	1,892	9,445	53,600	44,155	4,795
Insurance	6,583	667	(5,916)	6,583	8,000	1,418	536
Maintenance & repairs	875	4,167	3,292	10,707	50,000	39,293	510
Office supplies	14,432	2,250	(12,182)	24,977	42,000	17,023	1,438
Leases	311	311	-	1,867	3,735	1,868	34,354
Travel	2,645	2,083	(562)	6,877	25,000	18,123	90
Utilities	1,994	2,250	256	11,088	27,000	15,912	9,689
Contingency	-	10,417	10,417	6,690	125,000	118,310	-
Total Operating Expenses	155,231	167,910	12,679	796,434	2,014,922	1,218,488	705,487
Total Operating Income (Loss)	225,433	145,473	79,960	962,249	1,745,678	(783,429)	994,148
Non Operating Revenues							
Interest income	14,539	4,583	9,956	67,386	55,000	12,386	32,430
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	14,539	187,917	(173,378)	67,386	2,255,000	(2,187,614)	32,430
Non Operating Expenses							
Debt interest	-	158,807	158,807	1,316,937	1,905,678	588,741	1,266,531
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	-	172,500	172,500	64,282	2,070,000	2,005,718	71,230
Total Non Operating Expenses	-	333,390	333,390	1,381,218	4,000,678	2,619,460	1,338,141
Total Changes in Net Position	\$ 239,972	\$ -	\$ 239,972	\$ (351,584)	\$ -	\$ (351,584)	\$ (311,563)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted
Transactions Included In Report From 3/1/2022 Through 3/31/2022

	Current Period Actual	Current Period Budget- Original	Current Period Budget Variance	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	\$ 306,420	\$ 163,750	\$ 142,670	\$ 1,160,518	\$ 1,965,000	\$ (804,482)	\$ 1,043,752
Interop Revenues							
Interop revenues	79,312	71,250	8,062	490,018	855,000	(364,982)	403,778
Bridge interoperability	34,048	41,667	(7,619)	258,171	500,000	(241,829)	241,022
Total Interop Revenues	113,360	112,917	443	748,189	1,355,000	(606,811)	644,799
Other Toll Revenues							
Interlocal agreement	12,183	13,490	(1,307)	77,289	161,880	(84,591)	64,358
Total Other Toll Revenues	12,183	13,490	(1,307)	77,289	161,880	(84,591)	64,358
Total Toll Operating Revenues	431,962	290,157	141,806	1,985,996	3,481,880	(1,495,884)	1,752,909
Toll Operating Expenses							
Personnel costs	44,721	52,894	8,173	265,784	634,724	368,940	250,279
Transaction processing costs	63,472	43,967	(19,505)	263,437	527,600	264,163	206,915
Toll system maintenance/IT	22,613	22,750	137	135,090	273,000	137,910	131,112
Roadside maintenance	29,451	38,967	9,516	204,727	467,600	262,873	193,847
CSC indirect/overhead costs	21,569	25,099	3,530	88,087	301,190	213,103	80,301
Total Toll Operating Expenses	181,825	183,676	1,851	957,125	2,204,114	1,246,989	862,454
Total Operating Income (Loss)	250,137	106,481	143,658	1,028,871	1,277,766	(248,895)	890,454
Non Operating Revenues							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Total Non Operating Revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Non Operating Expenses							
Debt interest	-	221,897	221,897	1,678,967	2,662,766	983,799	1,418,045
Total Non Operating Expenses	-	221,897	221,897	1,678,967	2,662,766	983,799	1,418,045
Changes in Net Position	\$ 250,137	\$ -	\$ 250,137	\$ (650,097)	\$ -	\$ (650,097)	\$ (527,591)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions
Included In Report From 3/1/2022 Through 3/31/2022

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 362,210	\$ 283,333	\$ 78,877	\$ 1,649,860	\$ 3,400,000	\$ (1,750,140)	\$ 1,637,601
Interlocal agreement	30,636	43,540	(12,904)	186,112	522,480	(336,368)	126,391
Toll revenues	419,780	276,667	143,113	1,908,707	3,320,000	(1,411,293)	1,688,551
Total Operating Revenues	812,626	603,540	209,086	3,744,679	7,242,480	(3,497,801)	3,452,543
Operating Expenses							
Personnel costs	125,889	159,726	33,837	839,916	1,916,711	1,076,795	745,465
Accounting software and	-	208	208	-	2,500	2,500	2,274
Professional services	36,090	25,217	(10,873)	102,648	287,600	184,952	140,620
Contractual services	4,129	6,250	2,121	23,770	75,000	51,230	12,470
Advertising & marketing	8,568	7,625	(943)	23,103	91,500	68,397	4,817
Data processing	2,939	1,000	(1,939)	8,358	12,000	3,642	2,152
Dues & memberships	1,365	2,250	885	7,415	27,000	19,585	8,220
Education & training	-	1,667	1,667	2,589	20,000	17,411	125
Fiscal agent fees	2,575	4,900	2,325	9,445	58,800	49,355	7,295
Insurance	6,779	7,250	471	50,366	87,000	36,634	36,435
Maintenance & repairs	1,125	5,833	4,708	20,971	70,000	49,029	2,725
Office supplies	52,894	24,500	(28,394)	154,160	309,000	154,840	102,153
Road maintenance	63,989	64,333	344	358,012	772,000	413,988	353,572
Leases	8,756	4,687	(4,069)	25,486	56,247	30,761	55,809
Toll services	13,731	13,967	236	78,111	167,600	89,489	55,009
Travel	3,068	3,333	265	7,744	40,000	32,256	1,477
Utilities	5,160	6,700	1,540	30,908	80,400	49,492	37,325
Contingency	-	12,140	12,140	10,558	145,678	135,120	-
Total Operating Expenses	337,057	351,586	14,529	1,753,559	4,219,036	2,465,477	1,567,941
Net Change from Operations	475,569	251,954	223,615	1,991,119	3,023,444	(1,032,325)	1,884,603
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	14,539	4,583	9,956	67,386	55,000	12,386	32,430
TRZ Revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenue	14,539	303,333	(288,794)	67,386	3,640,000	(3,572,614)	32,430
Non Operating Expenses							
Bond Debt Expense	-	380,704	380,704	2,995,904	4,568,444	1,572,540	2,684,576
Debt Interest - LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	-	172,500	172,500	64,282	2,070,000	2,005,718	71,230
Total Non Operating Expenses	-	555,287	555,287	3,060,186	6,663,444	3,603,258	2,756,186
Changes in Net Position	\$ 490,109	\$ -	\$ 490,109	\$ (1,001,681)	\$ -	\$ (1,001,681)	\$ (839,154)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 3/1/2022 Through 3/31/2022

	Cameron County	City of Los Fresnos	Federal Funds	State Funds	Total
Non Operating Revenues					
Revenues					
SH 32 (East Loop)	\$ 107,299	\$ -	\$ -	\$ -	\$ 107,299
Whipple Road	-	1,615	22,276	3,954	27,845
CC - Consulting Services PF	8,000	-	-	-	8,000
CC- Isla Blanca Toll Booths	65,696	-	-	-	65,696
CC- Pedro Benavides Pavilion	87,300	-	-	-	87,300
CC- Isla Blanca Parking Lot	164,048	-	-	-	164,048
CC - International Bridge	23,275	-	-	-	23,275
Total Revenues	<u>455,618</u>	<u>1,615</u>	<u>22,276</u>	<u>3,954</u>	<u>483,464</u>
Total Non Operating Revenues	<u>455,618</u>	<u>1,615</u>	<u>22,276</u>	<u>3,954</u>	<u>483,464</u>
Non Operating Expenses					
Project expenses					
SH 32 (East Loop)	107,299	-	-	-	107,299
Whipple Road	-	1,615	22,276	3,954	27,845
CC- Isla Blanca Toll Booths	65,696	-	-	-	65,696
CC- Pedro Benavides Pavilion	87,300	-	-	-	87,300
CC- Isla Blanca Parking Lot	164,048	-	-	-	164,048
CC - International Bridge	23,275	-	-	-	23,275
Total Project expenses	<u>455,618</u>	<u>1,615</u>	<u>22,276</u>	<u>3,954</u>	<u>483,464</u>
Total Non Operating Expenses	<u>455,618</u>	<u>1,615</u>	<u>22,276</u>	<u>3,954</u>	<u>483,464</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 3/31/2022

	Cameron County	City of Los Fresnos	Federal Funds	State Funds	Total
<hr/>					
Non Operating Revenues					
Revenues					
South Padre Island 2nd Access	\$ 15,449	\$ -	\$ -	\$ -	\$ 15,449
SH550 GAP II	-	-	12,490	-	12,490
SH 32 (East Loop)	527,593	-	-	-	527,593
Whipple Road	-	1,615	22,276	3,954	27,845
Flor De Mayo Bridge	50,709	-	-	-	50,709
CC - Old Alice Road	55,423	-	-	-	55,423
CC - Consulting Services PF	48,000	-	-	-	48,000
CC - Administration Building & Parking	1,489	-	-	-	1,489
CC- Isla Blanca Toll Booths	119,086	-	-	-	119,086
CC- Pedro Benavides Pavilion	118,225	-	-	-	118,225
CC- Isla Blanca Parking Lot	574,800	-	-	-	574,800
CC - International Bridge	23,275	-	-	-	23,275
Total Revenues	<u>1,534,047</u>	<u>1,615</u>	<u>34,767</u>	<u>3,954</u>	<u>1,574,383</u>
Total Non Operating Revenues	<u>1,534,047</u>	<u>1,615</u>	<u>34,767</u>	<u>3,954</u>	<u>1,574,383</u>
<hr/>					
Non Operating Expenses					
Project expenses					
South Padre Island 2nd Access	15,449	-	-	-	15,449
SH550 GAP II	-	-	12,490	-	12,490
SH 32 (East Loop)	324,945	-	-	-	324,945
Whipple Road	-	1,615	22,276	3,954	27,845
Flor De Mayo Bridge	50,709	-	-	-	50,709
CC - Old Alice Road	55,423	-	-	-	55,423
CC - Gateway Bridge	-	-	-	-	-
CC - Consulting Services PF	48,000	-	-	-	48,000
CC - Administration Building & Parking	1,489	-	-	-	1,489
CC- Isla Blanca Toll Booths	119,086	-	-	-	119,086
CC- Pedro Benavides Pavilion	118,225	-	-	-	118,225
CC- Isla Blanca Parking Lot	574,800	-	-	-	574,800
CC - International Bridge	23,275	-	-	-	23,275
CC - Parks	-	-	-	-	-
Total Project expenses	<u>1,331,400</u>	<u>1,615</u>	<u>34,767</u>	<u>3,954</u>	<u>1,371,736</u>
Total Non Operating Expenses	<u>1,331,400</u>	<u>1,615</u>	<u>34,767</u>	<u>3,954</u>	<u>1,371,736</u>
<hr/>					
Total Changes in Net Position	<u>\$ 202,647</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 202,647</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 3/31/2022

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 3,181,381
Restricted cash - projects	8,306,108
Restricted cash accounts - debt service	6,336,681
Restricted cash - bond proceeds	3,398,109
Accounts receivable, net	
Vehicle Registration Fees - Receivable	887,815
Other	3,630,124
Total Accounts receivable, net	4,517,939
Accounts receivable - other agencies	2,776,569
Prepaid expenses	6,714
Total Current Assets:	28,523,501
Non Current Assets:	
Capital assets, net	96,522,189
Capital projects in progress	24,782,020
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	121,521,832
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 150,335,238</u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 617,258
Unearned revenue	6,538,696
Total Current Liabilities	7,155,954
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	77,467,246
Total Non Current Liabilities	93,601,434
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	<u>100,925,414</u>
NET POSITION	
Beginning net position	
	48,482,312
Total Beginning net position	48,482,312
Changes in net position	
	927,511
Total Changes in net position	927,511
Total NET POSITION	<u>49,409,824</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 150,335,238</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 3/31/2022

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ -	\$ 1,334,450
Receipts from interop toll revenues	88,178	751,220
Receipts from TPS toll revenues	309,301	1,189,893
Receipts from other operating revenues	30,636	187,062
Payments to vendors	(241,365)	(1,162,025)
Payments to employees	(125,889)	(848,982)
Total Cash Flows from Operating Activities	60,862	1,451,618
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(96,800)	(637,201)
Acquisitions of construction in progress	20,428	(870,021)
Payments on principal and interest	-	(3,316,205)
Proceeds related to redevelopment assets	440,783	2,262,165
Payment on interlocal project expenses	(475,464)	(1,388,017)
Advances and Interlocal project proceeds	539,664	6,350,780
Total Cash Flows from Capital and Related Financing Activities	428,611	2,401,501
Cash Flows from Investing Activities		
Receipts from interest income	14,539	67,386
Total Cash Flows from Investing Activities	14,539	67,386
Beginning Cash & Cash Equivalents	20,718,266	17,301,774
Ending Cash & Cash Equivalents	\$ 21,222,279	\$ 21,222,279

**2-E CONSIDERATION AND APPROVAL OF A RENEWAL OF LINE OF
CREDIT WITH TEXAS REGIONAL BANK.**

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
101140087	CAMERON COUNTY REGIONAL MOBILITY AUTHORITY	17621	05/10/22	207
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$2,000,000.00	Not Applicable	3.500%	05/10/23	Commercial
Creditor Use Only				

PROMISSORY NOTE
(Commercial - Revolving Draw)
RENEWAL NOTE

DATE AND PARTIES. The date of this Promissory Note (Note) is May 10, 2022. The parties and their addresses are:

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

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

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

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

Note Date	Note Number	Note Amount
May 10, 2021	# 101140087	\$2,000,000.00

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

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

I may borrow up to the Principal amount more than one time.
All advances made will be made subject to all other terms and conditions of the Loan.

4. **INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of **3.500 percent (Interest Rate)**.
- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
 - B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
 - C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Texas usury laws under Tex. Fin. Code, Ch. 303. The provisions of Tex. Fin. Code, Ch. 346 do not apply to this Note.
 - D. Accrual.** Interest accrues using an Actual/360 days counting method.

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

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

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

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

7. PAYMENT. I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning June 10, 2022, then on the same day of each month thereafter. A final payment of the entire unpaid outstanding balance of Principal and interest will be due May 10, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER:
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By_____ Date_____
FRANK PARKER, JR, CHAIRMAN

By_____ Date_____
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

DISCLAIMER OF ORAL AGREEMENTS

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

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

This Disclaimer of Oral Agreement is provided in regard to the following loan:
Loan File Number: 101140087
Date: 05/10/22
Loan Amount: \$2,000,000.00
Maturity Date: 05/10/23

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

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

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWER:
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By _____ Date _____
FRANK PARKER, JR, CHAIRMAN

By _____ Date _____
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

LENDER:
TEXAS REGIONAL BANK

By _____ Date _____
MICHELE ROBINSON, SENIOR VICE PRESIDENT

FIFTH AMENDMENT TO COMMERCIAL LOAN AGREEMENT

DATE AND PARTIES. The date of this FIFTH AMENDMENT TO COMMERCIAL LOAN AGREEMENT (AMENDMENT) is MAY 10, 2022. The parties and their addresses are as follows:

BORROWER:

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

LENDER:

TEXAS REGIONAL BANK
1801 SOUTH McCOLL ROAD
McALLEN, TX 78503

Whereas, LENDER and all parties constituting BORROWER executed COMMERCIAL LOAN AGREEMENT DATED SEPTEMBER 14, 2016, FIRST AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2018, SECOND AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2019, THIRD AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2020, FOURTH AMENDMENT TO COMMERCIAL LOAN AGREEMENT DATED MAY 10, 2021. (AGREEMENT).

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

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

1. Terms, which are typed herein as all capitalized words and are not defined herein shall have the same meanings as when described in the AGREEMENT.
2. THE AMTURITY DATE OF THE COMMERCIAL LOAN AGREEMENT IS HEREIN AMENDED TO MAY 10, 2023.
3. BORROWER certifies by its execution hereof that all of the representations and warranties set forth in the AGREEMENT are true as of this date, and that no EVENT OF DEFAULT under the AGREEMENT, and no event which, with the giving of notice or passage of time or both, would become such an EVENT OF DEFAULT, has occurred as of execution hereof, except as disclosed to LENDER.
4. Except as herein amended, the AGREEMENT continues to be the valid, binding obligation of BORROWER.

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

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

BORROWER:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By _____ Date _____
FRANK PARKER, JR, CHAIRMAN

By _____ Date _____
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR



LENDER:

TEXAS REGIONAL BANK

By _____ Date _____
MICHELE ROBINSON, SENIOR VICE PRESIDENT

ENTITY AUTHORIZATION

ENTITY CERTIFICATIONS. I, FRANK PARKER, JR (Authorization Signer's name), Certify that: I am a/the CHAIRMAN (Authorization Signer's title) designated to act on behalf of CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (Authorizing Entity). Authorizing Entity is a POLITICAL SUBDIVISION (type of entity, like a "non-profit" corporation) and its Taxpayer Identification Number 39-2050620. I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of Texas and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes.

☐ Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of _____ and Authorizing Entity has the legal power and authority to use this trade name or fictitious name. Authorizing Entity will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Authorizing Entity's existing name, trade names, fictitious names and franchises.

GENERAL AUTHORIZATIONS. I certify Authorizing Entity authorizes and agrees that: TEXAS REGIONAL BANK (Financial Institution) is designated to provide Authorizing Entity the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules and regulations from time to time. All prior transactions obligating Authorizing Entity to Financial Institution by or on behalf of Authorizing Entity are ratified by execution of this Authorization. Any Agent, while acting on behalf of Authorizing Entity, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Authorizing Entity. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. Authorizing Entity agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

SPECIFIC AUTHORIZATIONS. The following persons (Agents) are authorized to act on behalf of Authorizing Entity in fulfilling the purposes of this Authorization:

Individual's Name, Title, & if applicable, Representative Entity's Name and Relationship to Authorizing Entity	Signature or Facsimile Signature
FRANK PARKER, JR, CHAIRMAN	
(a) _____ PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____
(e) _____	_____
(f) _____	_____

Authorizing Entity has adopted any facsimile signatures indicated above. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Authorizing Entity periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

Authorizing Entity authorizes and directs the designated Agents to act, as indicated, on Authorizing Entity's behalf to:
(Indicate a, b, c, d, e and/or f to exercise each specific power):

_____ Open or close any share or deposit accounts in Authorizing Entity's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts. Number of signatures required _____.

_____ Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means. Number of signatures required _____.

_____ Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution. Number of signatures required _____.

_____ Endorse for cash, deposit, negotiation, collection or discount by Financial Institution any and all deposit checks, drafts, certificates of deposit and other instruments and orders for the payment of money owned or held by Trust. Number of signatures required _____.



0 0 0 0 0 1 7 6 2 1 0 1 0 1 1 4 0 0 8 7 1 9 0 6 0 5 1 0 2 0 2 2

_____ Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with you. If Authorizing Entity authorizes and Financial Institution accepts this power with a multiple signature limitation, Authorizing Entity agrees to waive the multiple signatures requirement for any withdrawal in a format that does not allow Financial Institution an opportunity to examine signatures. Number of signatures required _____.

_____ Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement. Number of signatures required _____.

AB _____ Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Authorizing Entity on the terms agreed to with Financial Institution. The designated Agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness. ☐ If checked, the maximum outstanding credit limit for all available credit and financial accommodation to Authorizing Entity from Financial Institution must not exceed \$ _____. Number of signatures required 2 _____.

_____ Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of:

☐ **Specific Debts.** The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): _____

☐ **All Debts.** All debts, liabilities and obligations of every type and description owed now or in the future by Authorizing Entity to Financial Institution.

Number of signatures required _____.

_____ Receive and acknowledge receipt for funds, whether payable to the order of Authorizing Entity or an Agent, without additional certification as to the use of the proceeds. Number of signatures required _____.

_____ Guaranty the payment and performance of debts, liabilities and obligations owed to Financial Institution or its successors and assigns by CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (Borrower):

☐ **Specific Debts.** The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe): _____

☐ **All Debts.** All debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, that Borrower owes now or in the future to Financial Institution, to the extent allowed by law.

Number of Signatures required _____.

☐ **Grant a Security Interest.** The designated Agents may also grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of this guaranty. Number of signatures required _____.

AB _____ Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization. Number of signatures required 2 _____.

AB _____ Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization. Number of signatures required 2 _____.

_____ Other (specify) _____.

Number of signatures required _____.

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

SIGNATURES. By signing, I certify and agree to the terms contained in this Authorization on behalf of Authorizing Entity on 04/26/2022 _____.

_____ I also acknowledge receipt of a copy of this Authorization.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

AUTHORIZATION'S SIGNERS:

By: _____ Date _____

Name _____

FRANK PARKER, JR, CHAIRMAN,

By: _____ Date _____

Attest: Name _____

PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR,

FOR FINANCIAL INSTITUTION USE ONLY

Acct/Loan # 101140087 Authorization and agreement completed and effective 04/26/2022 _____.

By MICHELE ROBINSON, SENIOR VICE PRESIDENT _____ for the Financial Institution.

DISBURSEMENT AUTHORIZATION

DATE AND PARTIES. The date of this Disbursement Authorization is May 10, 2022. The parties and their addresses are:

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

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

Loan Number: 101140087

1. **DEFINITIONS.** As used in this Disbursement Authorization, the terms have the following meanings:
- A. Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization, individually and together. "You" and "Your" refer to the Lender.
- B. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization.
2. **DISBURSEMENT SUMMARY.** The following summarizes the disbursements from the Loan.

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

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

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

Remaining Credit Line: \$2,000,000.00

I acknowledge receipt of a copy of this Disbursement Authorization on May 10, 2022.

BORROWER:
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By_____ Date_____
FRANK PARKER, JR, CHAIRMAN

By_____ Date_____
PEDRO SEPULVEDA, JR, EXECUTIVE DIRECTOR

**2-F CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 27 WITH S&B INFRASTRUCTURE FOR THE PREPARATION OF
A FEDERAL GRANT APPLICATION FOR THE EAST LOOP PROJECT.**

WORK AUTHORIZATION NO. 27

This Work Authorization is made as of this _____ day of _____, 2022, 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 (the “Authority”) and S&B Infrastructure, Ltd. (the “GEC” or “Engineer”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing engineering services for the preparation a Federal Grant Application for the East Loop Project under the Multimodal Projects Discretionary Grant opportunity.***

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Engineer the amount not to exceed \$40,008.65, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. - Authority’s Responsibilities

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

Section E. - Other Provisions

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

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

Frank Parker, Jr., Chairman

Date: _____

S&B INFRASTRUCTURE, LTD.

By: _____

Daniel O. Rios, PE, President

Date: _____

LIST OF EXHIBITS

Exhibit A - Authority's Responsibilities

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL

The work to be performed by the **Engineer** under this contract consists of providing engineering services required for the preparation of a Federal Grant Application for the East Loop Project under the Multimodal Project Discretionary Grant Opportunity (2022).

The **Engineer** shall collect, review, and evaluate the available existing data pertaining to the project and prepare the Grant Application Package in accordance with the requirements of the Notice of Funding Opportunity (NOFO) for the Multimodal Project Discretionary Grant Opportunity in the Federal Register / Vol. 87, No. 58 / Friday, March 25, 2022.

PROJECT MANAGEMENT

- A. The **Engineer** will coordinate with **AUTHORITY** staff, other consultants, local municipal agencies, and utility companies.
- B. The **Engineer** shall implement their Quality Assurance/Quality Control program prior to submitting project documents to the **AUTHORITY**. The **Engineer** is responsible for errors and/or omissions that become evident before submission of the final Grant Application Package. The **Engineer** shall promptly make necessary revisions or corrections resulting from the Engineer's errors, omissions, or negligent acts without additional compensation.

FEDERAL GRANT APPLICATION PREPARATION

The **Engineer** will prepare the following documents for the Federal Grant Application Package:

- A. **Project Narrative** consisting of the following sections as defined by the Grant NOFO: Cover Page, Project Description, Project Location, Project Parties, Grant Funds Sources and Uses of all Project Funding, Project Outcome Criteria, Benefit-Cost Analysis Summary, Project Readiness and Environmental Risk, Project Requirements.
- B. **Benefit Cost Analysis** which evaluates the project's cost effectiveness by comparing expected benefits to its expected costs. The BCA shall document the assumptions and methodology used to produce the analysis. The analysis shall provide a present value estimate of the project's benefits and costs according to a no-build baseline.
- C. Applicable **Standardized Federal Forms**, including SF424 – Application for Federal Assistance, and SF 424C – Budget information for Construction.

DELIVERABLES

1. Federal Grant Application Package

EXHIBIT C

Schedule of Work

The **GEC** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **GEC** will inform the **Authority** (in reasonable advance of the delay) should the **GEC** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

It is understood that the Federal Grant Application Package must be submitted no later than 11:59 PM EDT, May 23, 2022.

NOTICE TO PROCEED -- Upon Execution

- | | |
|---|-------------------|
| 1. Application Preparation Phase | 21 days (3 Weeks) |
| 2. Application Review Phase | 14 days (2 Weeks) |

Work Authorization Complete

May 31, 2022

PROJECT: East Loop MPDG Grant Application

CLIENT: CCRMA

04/05/22

CONTRACT: GEC Contract

CSJ:

EXHIBIT D -- FEE ESTIMATE

COUNTY: Cameron

S & B JOB NO.: U2716.227

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE								ESTIMATED FEE	TOTALS
					Principal	Project Manager	Engineer (V)	Engineer (I,II)	Senior CADD	Secretary	TOTAL HRS		
		PROJECT MANAGEMENT	S & B	BASIC		15				20	35	\$5,425.00	
		FEDERAL GRANT APPLICATION PREPARATION	S & B	BASIC							0	\$0.00	
		Prepare Project Narrative	S & B	BASIC		10	30	20	25		85	\$15,769.00	
		Update Benefit Cost Analysis	S & B	BASIC		10	40	20			70	\$15,143.80	
		Prepare Standard Federal Forms	S & B	BASIC			5	15			20	\$3,670.85	
											0	\$0.00	
		Sub Total (- PROJECT MANAGEMENT)			0	35	75	55	25	20	210		\$40,008.65
		LABOR TOTALS											\$ 40,008.65
		Total Hours	MULTIPLIER		0	35	75	55	25	20	210		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	275.00	224.98	169.73	115.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	72.91	59.65	45.00	30.49	17.23			
		NON LABOR											\$0.00
		PROJECT TOTAL											\$40,008.65

**2-G CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 4 WITH KAPSCH TO PURCHASE 47VES CAMERAS AND 42
STROBES FROM KAPSCH FOR SH 550 TOLL ROAD.**

Kapsch Work Authorization No. 04 CCRMA

Cameron County Regional Mobility Authority

Work Authorization NO. 4

Camera Equipment Upgrade

This Work Authorization 04 is made pursuant to the terms and conditions of the Master Services Agreement Effective November 12, 2015, hereinafter identified as the "agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and Kapsch Trafficcom USA, Inc., (Kapsch).

- Section 1.** Kapsch will provide the following services outlined in Exhibit "A" Camera Equipment Upgrade Scope of Work
- Section 2.** The fee for services being performed under this work will be paid as outlined in Exhibit "B" Fee Schedule.
- Section 3.** Payment to Kapsch for the services established under this Work Authorization will be made in accordance with the Agreement. Equipment Invoice to be issued upon formal execution of this attachment. Remaining T and M invoice to be submitted upon successful completion of work (and review of charges).
- Section 4.** This Work Authorization is effective as of April 28, 2022 and shall terminate on at system acceptance by CCRMA with final payment issuance unless extended by a Supplemental Work Authorization.
- Section 5.** This Work Authorization does not waive the parties responsibilities and obligations provided under the Agreement.
- Section 6.** This Work Authorization is hereby accepted and acknowledged below.

KAPSCH TRAFFICCOM USA, INC.

Sign: _____

Name: _____

Title: _____

Date: _____

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

Sign: _____

Name: _____

Title: _____

Date: _____

List of Exhibits

Exhibit A - Camera Equipment Upgrade Scope of Work

Exhibit B - Fee Schedule

Exhibit A- Camera Equipment Upgrade Scope of Work

1. Scope of Work

The Contractor will assist CCRMA in the install new VES Cameras and Strobes- Work assumed to be completed onsite by Install/Maint Lead Tech (Per Exhibit B) under Time and Material Provisions.

- Camera: JAI, VIS-CAM-1000-AIO (45)- See Unit pricing based on current inventory
- Illuminator: JAI, TNL 50 Blue LED (42)- See Unit pricing based on current inventory
- Drive the travel lanes and confirm images in Host. Assumption of acceptable tuning to be coordinated with CCRMA and Kapsch staff to avoid unnecessary rework
- Includes travel costs associated with time onsite (Travel and ODC to be submitted for CCRMA review prior to invoicing)

2. Exclusions

- The cost for providing the services hereunder do not include provisions:
- CCRMA to provide (2) lifts to replace VES housings.
- MOT for road closures

In the event the AUTHORITY desires the inclusion of any of the excluded items set forth above, the prices set forth herein shall be increased to account for the expenses related thereto. Fee Chart (Attachment B) assumes CPI increase YOY from base contract rates assuming June 22 rates.

Exhibit B-Fee Schedule

	Material's / Equipment	Quantity	Unit Price	Extended Price
1	JAI VIS-CAM-1000-AIO	40	\$4,757.24	\$ 190,289.60
2	JAI VIS-CAM-1000-AIO (Spares)	5	\$4,757.24	\$ 23,786.20
3	JAI TNL-50 Blue LED Illuminator	40	\$1,500.00	\$ 60,000.00
4	JAI TNL-50 Blue LED Illuminator (Spares)	2	\$1,500.00	\$ 3,000.00
		Total Equipment	\$	274,075.80

	Installation	Quantity	Intstall/Maint Lead Tech	Hrs/Device	Installation Support (per Device)	Total
1	JAI VIS-CAM-1000-AIO	40	\$123.79	1.41	\$ 174.54	\$ 6,981.76
3	JAI TNL-50 Blue LED Illuminator	40	\$123.79	1.01	\$ 125.03	\$ 5,001.12
Total Installation Support						\$ 11,982.87

	ODC's / Travel	Quantity	Cost	15% Fee	Extended Price
1	Mileage	1000	\$0.56	\$0.08	\$644.00
2	Lodging	10	\$96.00	\$14.40	\$1,104.00
3	Per Diem	10	\$55.00	\$8.25	\$632.50
4	PM - Other/Misc	1	\$250.00	\$37.50	\$287.50
Total ODC's / Travel					\$2,668.00

Grand Total	\$288,726.67
--------------------	---------------------

* Installation Support assumes a total of 100 hours for all devices

Attachment B

Monthly Invoicing	\$ 12,500.00	\$ 12,937.50	\$ 13,390.31	\$ 13,858.97	\$ 14,344.04	\$ 14,846.08	\$ 15,365.69	\$ 15,903.49	3.50%	Invoice Increase
CCRMA Remote SW Maintenance Support - Rate Schedule and Monthly Fee									3.00%	T&M Increase
Item Description / Position Title	Regular Rate	June 1 2016	June 1 2017	June 1 2018	June 1 2019	June 1 2020	June 1 2021	June 1 2022		
PM/Asst PM	\$ 228.13	\$ 234.97	\$ 242.02	\$ 249.28	\$ 256.76	\$ 264.47	\$ 272.40	\$ 280.57		
Sys/Network Engineer /Sys Admin	\$ 190.52	\$ 196.24	\$ 202.12	\$ 208.19	\$ 214.43	\$ 220.86	\$ 227.49	\$ 234.32		
Lane SW/HW Engineer	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
Host/DB SW/HW Engineer	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
CSC SW/HW Engineer	\$ 190.11	\$ 195.81	\$ 201.69	\$ 207.74	\$ 213.97	\$ 220.39	\$ 227.00	\$ 233.81		
ROMS SW/HW Engineer	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
VPS/VES SW ENGINEER	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
DVR SW/HW ENGINEER	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
ICS SW/HW	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
Testing Support	\$ 155.54	\$ 160.21	\$ 165.01	\$ 169.96	\$ 175.06	\$ 180.31	\$ 185.72	\$ 191.29		
Gen Support (Admin, Purchasing)	\$ 112.34	\$ 115.71	\$ 119.18	\$ 122.76	\$ 126.44	\$ 130.23	\$ 134.14	\$ 138.16		
Training	\$ 112.34	\$ 115.71	\$ 119.18	\$ 122.76	\$ 126.44	\$ 130.23	\$ 134.14	\$ 138.16		
Drafter/CAD-Operator/Tech Writer	\$ 112.34	\$ 115.71	\$ 119.18	\$ 122.76	\$ 126.44	\$ 130.23	\$ 134.14	\$ 138.16		
Install/Maint – Manager	\$ 181.47	\$ 186.91	\$ 192.52	\$ 198.30	\$ 204.25	\$ 210.37	\$ 216.68	\$ 223.19		
Install/Maint – Supervisor	\$ 125.82	\$ 129.59	\$ 133.48	\$ 137.49	\$ 141.61	\$ 145.86	\$ 150.24	\$ 154.74		
Install/Maint - Lead tech	\$ 100.65	\$ 103.67	\$ 106.78	\$ 109.98	\$ 113.28	\$ 116.68	\$ 120.18	\$ 123.79		
Install/Maint - Field tech	\$ 80.88	\$ 83.31	\$ 85.81	\$ 88.38	\$ 91.03	\$ 93.76	\$ 96.57	\$ 99.47		
Maint SW/DB/Admin Support	\$ 168.51	\$ 173.57	\$ 178.77	\$ 184.14	\$ 189.66	\$ 195.35	\$ 201.21	\$ 207.25		

Table 1.1-1 - Rate Schedule

**2-H CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 02 WITH TECSIDEL, S.A. TO PURCHASE SERVERS FOR PHARR
REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM.**

Tecsidel Work Authorization No. 02

Cameron County Regional Mobility Authority

Work Authorization NO. 2

Pharr Toll Collection System Server Renewal

This Work Authorization No. 2 is made pursuant to the terms and conditions of the Master Services Agreement Effective October 12, 2017, hereinafter identified as the "agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and Tecsidel, S.A., (Tecsidel).

- Section 1.** Tecsidel will provide the following services outlined in Exhibit "A" Scope of Work to Install and Replace Pharr Toll Collection System (TCS) Servers.
- Section 2.** The fee for services being performed under this work will be paid as outlined in Exhibit "B" Fee Schedule.
- Section 3.** Payment to Tecsidel for the services established under this Work Authorization will be made in accordance with the Agreement.
- Section 4.** This Work Authorization is effective as of April 28, 2022 and shall terminate on at system acceptance by CCRMA with final payment issuance unless extended by a Supplemental Work Authorization.
- Section 5.** This Work Authorization does not waive the parties responsibilities and obligations provided under the Agreement.
- Section 6.** This Work Authorization is hereby accepted and acknowledged below.

TECSIDEL, S.A.

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List of Exhibits

Exhibit A – Scope of Work to Install and Replace Pharr TCS Servers

Exhibit B - Fee Schedule



Tecsidel TOLL Plus

COMMERCIAL PROPOSAL

Quote for Pharr TCS Servers Renewal

PROPOSAL N°: 22-001
DATE: 07/04/2022
VERSION: 1.1

CLIENT: CCRMA
CONTACT: Bojan Jovicevic, bojan.jovicevic@tecsidel.es
AUTHOR: Backoffice Department

Edificio Tecsidel
C/ Castanya 29
08022 BARCELONA
T: (+34) 93 292 21 10
F: (+34) 93 292 28 28

C / San Máximo 9, 3ª
28041 MADRID
T: (+34) 91 353 08 10
F: (+34) 91 353 08 81

Edificio Tecsidel
Parque Tecnológico Boecillo
47151 VALLADOLID
T: (+34) 98 354 66 03
F: (+34) 98 354 66 04



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1 INTRODUCTION

The present document contains the Commercial Proposal of Tecsidel for a turn-key solution to install and replace Pharr TCS Servers.

2 SOLUTION

The proposed solution maintains the current architecture composed of 2 servers with a virtual machine replication system. Includes:

- Server Hardware: Database, Application and Virtual servers.
- Software: OS licenses, Database licenses
- Data migration: Impact analysis, Testing, Outage planning if any

2.1 HARDWARE

The equipment proposed is 2 DELL Poweredge R550 servers.

POWEREDGE SERVER R550



TECHNICAL FEATURES

Brand	Dell
Model	PowerEdge R550
Processor:	Intel® Xeon® Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666
Operative System:	Microsoft Windows Server 2022
Memory:	64GB RDIMM, 3200MT/s, Dual Rank
Hard Disk:	2x480GB SSD Hot Plug RAID 1 + 3x8TB 7.2K RPM NLSAS 12Gbps Hot-plug RAID 5
Power Supply:	Dual, Hot Plug, Redundant Power Supply (1+1), 600W

DESCRIPCIÓN

The PowerEdge R550 is a server for basic shallow (25.4 ") rack that offers the maximum performance of e2 sockets for data centers with reduced space.

It is an excellent tool for a wide variety of workloads, including:

- High Performance Computing (HPC)
- Web services
- Infrastructure with expansion capacity

- Surveillance and site security

2.2 SOFTWARE

The offer includes, for both servers:

- the supply of the operating system Windows Server 2022
- the supply of the Microsoft SQL Server Standard 2019 database with 10 equipment licenses (cals)

2.3 DATA INTEGRATION

The migration will consist of the installation, configuration. Commissioning and test of the new equipment maintaining the current virtual machine replication scheme and the recovery of information from the current servers, thus minimizing the time of unavailability of the current system.

The shutdown of the current equipment will be scheduled at a time that minimally affects the operation of the System.

At a high level, the migration process will consist of:

- Install and configure the new servers (temporary IP addresses)
- Retrieve a copy of the Virtual Machines from the current computers and copy them to the new computers
- Verify the operation of the replication system
- Disconnect current servers from the network
- Retrieve data from current servers and copy it to new computers
- Reconfigure new servers with definitive IP addresses
- Connect the new servers to the network

3 PRICES

All prices are expressed in USD. VAT is not included.

Item	Description	Q.	Unit Price USD	Total Price USD
1	Pharr TCS Servers Renewal			
1	SERVICES			7.848,87
	Servers Installation, Configuration, Commisioning & Test	1,00	\$ 7.848,87	\$ 7.848,87
2	SUPPLIES			39.578,94
	MS SQL Server Estándar 2019 + 10 cal	2,00	\$ 6.872,81	\$ 13.745,63
	DELL PowerEdge R550 Smart Value, Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666, 64GB RDIMM, 3200MT/s, Dual Rank, 2x480GB SSD Hot Plug RAID 1, 3x8TB 7.2K RPM Self-Encrypting , Windows Server 2022 Standard	2,00	\$ 12.916,66	\$ 25.833,31

TOTAL OFFER

47.427,81 USD

4 PARTICULAR SALES CONDITIONS

The Particular Sales Conditions will prevail over the General Sales Conditions.

Anything not specified in the Particular Sales Conditions will be specified in the General Sales Conditions.

4.1 Scope of services

The offer does include:

- HW equipment
- OS & DDBB licences
- Server installation, configuration, commissioning and test services
- Transportation of materials
- Project Management
- Factory Warranty for 1 year

The offer does not include:

- Anything not indicated in this document

4.2 Payment Terms

100% at order, Net 30 invoice date.

4.3 Validity of the Proposal

The given prices are valid for 45 days.

4.4 Delivery

Type of delivery: DDP McAllen, Texas

Estimated delivery time*: 10-12 weeks

*The delivery time is conditioned by lead time from Server's provider. Any potential improvement or change of that time will be immediately reflected in Tecsidel's delivery.

4.5 Warranty

The present offer includes one (1) Factory Warranty.

APPROVED BY:

Victor Gil
Managing Director - CEO
Tecsidel - Sistemas de Peaje & ITS



4.6 General conditions of sale

If you need information about our **General Sales Conditions** and our **Quality Policy** please follow the links below.

<http://www.tecsidel.com/en/general-sales-conditions>

<http://www.tecsidel.com/en/company/quality-and-innovation>

USE RIGHTS:

This document is the property of Tecsidel SA is confidential and may not be complete or partial reproduction, computer processing or transmission in any form or by any means, electronic, mechanical, photocopying, recording or any other. It also may not be lent, hired out or any form of transfer of use without the prior written permission of Tecsidel SA, owner of the Copyright. Failure to comply with the limitations noted by anyone who has access to the documentation will be prosecuted according to law.



We care about the environment, please consider the impact on the environment before printing.



3 PRICES

All prices are expressed in USD. VAT is not included.

Item	Description	Q.	Unit Price USD	Total Price USD
1	Pharr TCS Servers Renewal			
1	SERVICES			7.848,87
	Servers Installation, Configuration, Commisioning & Test	1,00	\$ 7.848,87	\$ 7.848,87
2	SUPPLIES			39.578,94
	MS SQL Server Estándar 2019 + 10 cal	2,00	\$ 6.872,81	\$ 13.745,63
	DELL PowerEdge R550 Smart Value, Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666, 64GB RDIMM, 3200MT/s, Dual Rank, 2x480GB SSD Hot Plug RAID 1, 3x8TB 7.2K RPM Self-Encrypting , Windows Server 2022 Standard	2,00	\$ 12.916,66	\$ 25.833,31

TOTAL OFFER

47.427,81 USD

**2-I CONSIDERATION AND APPROVAL ALLOWING NOBLE TEXAS BUILDERS
TO UTILIZE THE TESTING ALLOWANCE FOR THE PARKS
ADMINISTRATION BUILDING TO HIRE EARTHCO FOR CONSTRUCTION
MATERIALS TESTING AND INSPECTIONS.**



Noble Texas Builders
108 S. Main Street
La Feria, Texas 78559
Attn: Mr. Duane Guzman
Superintendent
(956) 222-5271- Cell
(956) 227-0708 -Office
Duane.guzman@nobletx.net

April 01, 2022

Re: Construction Material Engineering Testing
Cameron County Isla Blanca Admin. Building
South Padre Island, Texas
EarthCo Proposal No: CS-227500014

Dear Mr. Guzman,

At your request EarthCo LLC is pleased to provide a proposal for Construction Materials Testing Services for the above reference project.

Our opinion of probable cost of services for this project is **\$24,000.00**. This amount should be considered a **lump sum price** for our estimate of probable costs associated with implementing the work outlined on Attachment III of this document. Our proposed scope of services and estimated item quantities are based upon review of Plans.

All services authorized or requested by you, your representatives, the design team and/or the Contractor and its Subcontractors in excess of quantities for observation and testing services shown herein will be charged at the appropriate rate for such services. The Contractor's means and methods, sequencing, and scheduling can significantly impact our costs. The work will be performed pursuant to EarthCo General Conditions. Copies of EarthCo General Conditions are enclosed herewith and incorporated into this proposal. Terms of payment for services are net 30 days with interest added to unpaid balance as specified on our attached General Conditions.

1110 W. Jackson Street
Ph. (956)428-2443 / Fax (956)202-0491

Harlingen, Texas 78550

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. We will proceed on a verbal authorization, but **Please return a signed copy of this proposal to provide written authorization for our firm records.**

Respectfully submitted,
EarthCo L.L.C.



Rudy Martinez
President
EarthCo L.L.C.

Attachments:

- I- Information Data Sheet
- II- Schedule of Services and Fees
- III. Cost Estimate
- IV- General Conditions

AGREED TO THIS _____ DAY OF _____, 2022

APPROVED BY: _____

PRINT: _____

TITLE: _____

FIRM: _____

ATTACHMENT I

PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS

COMPANY	CONTACT	ADDRESS	PHONE	FAX	E-MAIL

**PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR
THE ABOVE SERVICES:**

PRINTED NAME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

ATTACHMENT II

**EARTHCO, LLC
SCHEDULE OF SERVICES & FEES
STANDARD RATE SHEET
2022**

Laboratory Testing Services

Laboratory compression testing of concrete cylinders delivered to our laboratory in accordance with ASTM procedures and project specifications.

A. Testing and reporting (Minimum 4 cylinders).....each	\$12.00
B. Reserves not tested.....each	\$10.00

Flexural Testing of beams delivered to our laboratory in accordance with ASTM procedures and project specifications.....each \$ 95.00

Moisture density relationship of soil

A. ASTM D-698 (Standard Proctor).....each	\$155.00
B. ASTM D-1557 (Modified Proctor).....each	\$165.00

Atterberg Limits Determination.....each \$ 65.00

Grain Size Analysis Mechanical.....each \$ 75.00

Percent Passing # 200 Sieve.....each \$85.00

Asphaltic Concrete Testing

A. Molding Specimens (3 specimens).....per set	\$ 90.00
B. Specific gravity of core.....each	\$ 85.00
C. Monitor Asphalt Placement.....per hour	\$ 65.00
D. Extraction and Gradation.....each	\$ 195.00
E. Asphalt Core.....each	\$ 85.00
F. Theoretical Max (Rice Method).....each	\$ 75.00

ATTACHMENT II (Continued)

Field Testing Services

Engineering Technician to perform

- A. Concrete batch plant inspection
- B. Concrete field inspection & molding concrete cylinders (**min. 6 hours per set**)
- C. Concrete pipe or precast plant inspection
- D. Field observation & testing of fill operations

Engineering Technician (Minimum 6 hours).....	per hour	\$55.00
Overtime.....	per hour	\$85.00

Senior Engineering Technician to perform

- A. Asphalt batch plant inspection
- B. Soil-cement or Lime stabilization inspection
- C. Post Tension Cable inspection
- E. Drilled pier and/or pile installation inspection

Senior Engineering Technician (Minimum 6 hours).....	per hour	\$ 75.00
Overtime.....	per hour	\$ 98.00

Environmental Technician.....	per hour	\$185.00
Asbestos Bulk Samples.....	each	\$40.00
Survey Bulk Report	per hour	\$95.00

Trip Charge and Sample Pickup	each	\$75.00
-------------------------------------	------	---------

In-Place Nuclear Density Tests (Minimum 3 per trip).....	Each Test	\$55.00
---	-----------	---------

Structural steel & visual welding inspection by AWS CWI Inspector.....	per hour	\$75.00
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Engineering Services

Engineering services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation

A. Principal of Firm.....	per hour	\$185.00
B. Staff Engineer.....	per hour	\$165.00
C. Project Manager.....	per hour	\$ 85.00
E. Report Review.....	per hour	\$ 70.00

Services and fees not listed above will be quoted on request. Overtime rates will be applicable for any hours worked exclusive of 8:00a.m. to 5:00 p.m. Monday through Friday and for all hours worked Saturdays, Sunday, or Holidays.

SCOPE OF QUANTITIES AND FEES

Noble Texas Builders

Cameron County Isla Blanca Admin. BLDG

South Padre Island, Texas

Item No.	Description	Unit	Price	Amount	Extension
Subgrade					
1	Moisture Density Relationship on Building Areas	each	\$155.00	1	\$155.00
2	Atterberg Limits	each	\$65.00	1	\$65.00
3	Sample Pick-up / Trip Charge	each	\$70.00	1	\$70.00
4	Moisture Density Relationship on Parking Area	each	\$155.00	1	\$155.00
5	Atterberg Limits	each	\$65.00	1	\$65.00
6	Sample Pick-up / Trip Charge	each	\$70.00	1	\$70.00
7	Moisture Density Relationship on Aprons and front area	each	\$155.00	1	\$155.00
8	Atterberg Limits	each	\$65.00	1	\$65.00
9	Sample Pick-up / Trip Charge	each	\$70.00	1	\$70.00
10	Nuclear Density-on Building Area	each	\$50.00	3	\$150.00
11	Trip Charge	each	\$70.00	1	\$70.00
12	Nuclear Density-on Parking Areas	each	\$50.00	8	\$400.00
13	Trip Charge	each	\$70.00	2	\$140.00
14	Nuclear Density-on Concrete Aprons and front area	each	\$50.00	6	\$300.00
15	Trip Charge	each	\$70.00	2	\$140.00
16	Report Review	hour	\$70.00	4	\$280.00
				Sub-Total	\$2,350.00
Fill Material					
1	Moisture Density Relationship bldg Areas	each	\$155.00	2	\$310.00
2	Atterberg Limits	each	\$65.00	2	\$130.00
3	Sample Pick-up / Trip Charge	each	\$70.00	2	\$140.00
4	Nuclear Density-on bldg fill	each	\$50.00	27	\$1,350.00
5	Trip Charge	each	\$70.00	9	\$630.00
6	Report Review	hour	\$70.00	5	\$350.00
				Sub-Total	\$2,910.00
Trench Backfill					
1	Moisture Density Relationship	each	\$155.00	1	\$155.00
2	Atterberg Limits	each	\$65.00	1	\$65.00
3	Sample Pick-up / Trip Charge	each	\$70.00	1	\$70.00
4	Nuclear Density-on trenches	each	\$50.00	12	\$600.00
5	Trip Charge	each	\$70.00	4	\$280.00
6	Report Review	hour	\$70.00	3	\$210.00
				Sub-Total	\$1,380.00
Base Material					
1	Moisture Density Relationship (1557 Proctor Base)	each	\$155.00	1	\$155.00
2	Atterberg Limits	each	\$65.00	1	\$65.00
3	Gradation	each	\$65.00	1	\$65.00
4	Sample Pick-up / Trip Charge	each	\$70.00	1	\$70.00
5	Nuclear Density-on Driveways and Parking Areas	each	\$50.00	8	\$400.00
6	Trip Charge	each	\$70.00	2	\$140.00
7	Report Review	hour	\$70.00	2	\$140.00
				Sub-Total	\$1,035.00
Asphalt					
1	Extraction & Gradation	each	\$185.00	3	\$555.00
2	Max Theo (rice Method)	each	\$55.00	3	\$165.00
3	Sample Pick-up / Trip Charge	each	\$70.00	3	\$210.00
4	Establish Rolling Pattern	hour	\$55.00	9	\$495.00
5	Trip Charge	each	\$70.00	3	\$210.00
6	Asphalt Cores	each	\$75.00	8	\$600.00
7	Specific gravity of Cores	each	\$75.00	8	\$600.00
8	Trip Charge	each	\$70.00	1	\$70.00
9	Report Review	hour	\$70.00	6	\$420.00
				Sub-Total	\$3,325.00
Concrete					

SCOPE OF QUANTITIES AND FEES

Cameron County Isla Blanca Admin. BLDG
South Padre Island, Texas

Item No.	Description	Unit	Price	Amount	Extension
1	Cylinders Sets -on Building First Floor	set of 4	\$48.00	3	\$144.00
2	Engineering Tech	hour	\$55.00	18	\$990.00
3	Trip Charge	each	\$70.00	2	\$140.00
4	Cylinders Sets -on Building Second Floor	set of 4	\$48.00	3	\$144.00
5	Engineering Tech	hour	\$55.00	18	\$990.00
6	Trip Charge	each	\$70.00	2	\$140.00
7	Cylinders Sets -on Piers	set of 4	\$48.00	6	\$288.00
8	Engineering Tech Pier Inspection	hour	\$65.00	48	\$3,120.00
9	Trip Charge	each	\$70.00	6	\$420.00
10	Cylinders Sets -on Aprons and front area	set of 4	\$48.00	3	\$144.00
11	Engineering Tech	hour	\$55.00	18	\$990.00
12	Trip Charge	each	\$70.00	10	\$700.00
13	Report Review	hour	\$70.00	16	\$1,120.00
				Sub-Total	\$9,330.00
Other					
1	Visual Welding Inspection and Bolt Inspection	hour	\$75.00	60	\$4,500.00
2	Trip Charge	each	\$70.00	12	\$840.00
3	Report Review	hour	\$70.00	10	\$700.00
				Sub-Total	\$6,040.00
Estimated Project Total					\$26,370.00

This project will be billed on a Lump Sum price of \$24,000.00 dollars
The above listed items are only to indicate tests that will be performed

GENERAL CONDITIONS

1. **DEFINITIONS:** “EarthCo,” inclusively refers to EarthCo, LLC, any subsidiary, subdivision, branch, partner or associate duly authorized by EarthCo, LLC, to perform the work. “Work” refers to the expressly agreed to geotechnical, analytical, testing or other service as documented and specified in the bid or proposal provided by EarthCo in any document provided by the client in which the assent to terms and provisions by both an authorized EarthCo agent, and the client have affixed their signatures signifying their mutual assent and the provisions contained in this form entitled “General Conditions,” the terms of which are incorporated by reference into every contract for services. “Client” refers to the person or entity that is in privity of contract with EarthCo for performance of services. If the client is acting as an agent of a third party, not in privity of contract with EarthCo, the client assumes full and sole responsibility in assuring that the quantity, materials, analysis, and any other specifications ordered on behalf of or for the benefit of a third party are accurately, adequate and proper for the intended purpose of the third party. Further, by entering into a contractual agreement with EarthCo for service on behalf of a third party, the client assumes all financial liability as well as liability for damages resulting from an unauthorized order or service. When entering into a contractual agreement with EarthCo the client agrees to convey each term and provision contained herein to each and every third party that he acts on behalf of. Any obligation to any third party shall not exceed that agreed to in the bid or proposal provided by EarthCo in and document provided by the client in which the assent to terms and provisions by both an authorized EarthCo agent and the client have affixed their signatures signifying their mutual assent and the provisions contained in this form entitled “General Conditions.” Further, any acceptance, reliance on or request for work from EarthCo shall constitute an acceptance of EarthCo’s bid or proposal and all the terms and conditions set forth in the “General Conditions,” notwithstanding any documented contrary indication.
2. **TIMELINESS:** EarthCo shall make recommendations regarding inspection, testing, analysis of each project in accordance with the project specifications and plans. Client shall be responsible for the timely execution of all inspections, testing and analysis in accordance with EarthCo’s recommendations for an efficient and successful project. No claim for damages, injury or loss shall be prosecuted by client or any third party unless all testing, analysis and inspections have been timely performed and all EarthCo recommendations have been followed. If all testing, analysis, inspections and EarthCo recommendations have not been followed, the client and third party agree to indemnify EarthCo, LLC, for all costs, fees, damages and/or attorney’s fees, which may result except as resulting from gross misconduct, wanton or willful acts or omissions, or omissions and/or gross negligence and subject to the limited liability warranties contained herein.
3. **ADDITIONAL COSTS DUE TO CHANGES OR DELAY:** EarthCo will perform timely and professional work; however, changes such as additional work ordered, delay in commencement, work interruptions or changes in work orders may result a warriance in the quoted price. All additional fees and cost shall be paid by client.
4. **ACCESS:** Client will warrant all necessary access to site as for efficient completion of the work ordered.
5. **RESTORATION:** EarthCo will take reasonable measures, as can be reasonably expected in the trade, to minimize change of original condition of a site or damage. However, for an additional fee, EarthCo may provide the service of restoring said site and improvements to its original condition, as can be reasonably expected.

6. **DUTY OF DISCLOSURE:** Client has an affirmative and non delegable duty to disclose in writing to EarthCo all suspected hazards, toxins, pollutants, subsurface objects, utility lines and any other obscured or hidden objects or nuisance located at the work site. EarthCo may on a case by case basis agree in writing to assume the responsibility of location of subsurface utility lines or other subsurface objects at a work site. Client warrants that any failure to disclose will result in complete indemnity of EarthCo from any claim, cause or lawsuit whether for pecuniary loss, death, injury or loss of any type including all costs and attorney's fees, caused by an undisclosed object.
7. **NO CONSTRUCTION CONSULTATION:** EarthCo shall provide geotechnical, analytical, testing and/ or other engineering services. EarthCo will not provide consultation services for construction, shall not evaluate construction work, has no duty to supervise contractors or obligation to notify of any suspected deficiencies as EarthCo's involvement in the project has distinct obligations.
8. **SAMPLE DISPOSAL:** Sample disposal shall be immediate unless otherwise agreed to in writing or as required by law. Drilling specimens will be disposed of sixty (60) days after EarthCo submit final results and findings.
9. **BILLING:** Client agrees to pay each invoice within 30 days of receipt of invoice for work performed. For any outstanding balances, client agrees to pay interest at the maximum rate permitted by law, until paid in full. Client will be responsible for any/ all collection costs including court cost and attorney's fees. EarthCo is not bound by any dispute resolution clause and may execute a mechanics lien to collect. Client agrees that failure to timely pay shall release EarthCo from any contractual or tort liability resulting from delay of project or termination of work relationship.
10. **WARRANTY:** EarthCo warrants that it will perform all its work as specified in the agreements of the parties. Each task will be performed in a professional, workmanlike manner; that which is consistent with the principles and practices in the trade and with the degree of skill ordinarily exercised by members of the trade. No other warranties are made or implied whether general or specific to any project. Each report or evaluation is to be construed as professional opinion and skilled judgment of an experienced engineer practicing in the trade and not an indisputable fact.
11. **LIMITS OF LIABILITY:** Should EarthCo be found negligent in its work or otherwise be the cause of injury or loss to client or third party, client and those claiming through client agree that EarthCo's liability is limited to the aggregate amount of the greater of \$10,000 or the amount paid for EarthCo's service.
12. **GREATER EXPOSURE:** Client may elect, as further consideration and as a particular project may demand, within five (5) days of acceptance of EarthCo's terms and conditions to commence work, request to pay an additional 5% of the cost the project fee. This additional cost shall be additional consideration for a project with increased exposure to liability. EarthCo will agree to subject itself to exposure of \$100,000.00 should client be unwilling or unable to limit EarthCo liability to the aforementioned \$10,000.00. Client agrees that any attorney's fees and costs incurred by EarthCo shall reduce the available amount and said amount shall be available only once per project.
13. **CLIENT INDEMNITY:** EarthCo agrees, subject to these General Conditions to indemnify client from liability arising from EarthCo's acts of negligence to the extent that EarthCo was the cause of such liability. However, should client or claimant filing through client bring suit against EarthCo, client agrees to pay all expenses, costs, attorney fees and court cost to defend to the extent that EarthCo should prevail.

14. **TERMINATION:** Either party may sever this contractual relationship with seven (7) days prior written notice, so long as EarthCo is paid in full for services performed through date of termination, reimbursed all expenses and costs necessary to properly bring to the project to resolution and in a manner that protects EarthCo's reputation. Any attempt to terminate this contract in a contrary manner will result in a breach of the contract between the parties.
15. **WITNESS FEES:** EarthCo shall be hired by separate written agreement as expert witness in any cause. Client shall pay all costs, legal fees and professional fees at the then current fee schedule. Client shall be solely responsible for costs, legal fees and professional fees incurred in responding to any subpoena.
16. **EARTHCO EMPLOYEES:** Client agrees not to hire any EarthCo employees except through EarthCo. A breach of this provision shall result in an immediate demand for payment of ½ of the employee's annual salary and may result in further legal proceedings.
17. **HAZORD MATERIAL:** EarthCo is not to be construed as the owner, generator, storer, transporter or otherwise the custodian of hazardous materials as the terms appear in, RCRA or as construed in any Federal or State statute. Client warrants that he will fully comply with all Federal and State regulations regarding hazardous material and be solely responsible for full compliance of transport, disposal and all other handling of hazardous materials or waste.
18. **SEVERABILITY:** If any of the provisions shall be deemed unenforceable, the parties agree to strike the singular unenforceable provision and enforce the rest of the provisions as intended.
19. **ENTIRE AGREEMENT:** This agreement contains the whole of the agreement of the parties. There are no contemporaneous oral agreements made hereto and any previous oral agreements are superceded. This agreement may be amended, modified or terminated only in writing and signed by an authorized EarthCo representative and Client.

**2-J 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 a bridge at the intersection of Dana Road and Main Drain Ditch Number 1. The matching funds required for the cost of the engineering, design, construction, and construction engineering of the bridge also need to be included.
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 \$405,872 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 employee 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 28th day of April 2022.

Attested by: _____
Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____
Griselda Rosas
City Secretary

Juan "Trey" Mendez
Brownsville City Mayor

Exhibit A

1. **Traffic Studies** – Traffic report to be developed according to TxDOT's, Transportation Planning & Programming standards, as well to comply with FHWA standards for road and project development.
2. **Environmental Document** – To include document that complies with TxDOT and NEPA standards for the development of Dana Road.
3. **Cultural Resources Reports (Historical & Archeological)** – Reports required for the development of the Environmental Document to TxDOT and NEPA standards.
4. **Preliminary Engineering:**
 - a. **Final Typical Section Development**
 - b. **Schematic Development** – 30%, 60%, 95%, and 100% of Preliminary Engineering Schematic for Roadway
 - c. **Geometric Design** – to be included within the Preliminary Engineering Schematic
 - d. **Preliminary Hyrdological Studies**
 - e. **Preliminary ROW & Utility Mapping**
 - f. **Preliminary Geotechnical Studies**
 - g. **Subsurface Utility Engineering Studies**
 - h. **Project Cost Estimates**
 - i. **Design Survey**
5. **Coordination**
 - a. **Meetings with Adjacent Property Owners**
 - b. **Public Meeting**
 - c. **Public Hearing**
 - d. **Meetings with Committee to develop conceptual alternatives**

**2-K CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES AND
RELEASE OF CHECKS TO NOBLE TEXAS BUILDERS, PEACOCK
CONSTRUCTION AND A&I FOR THE CAMERON COUNTY PARKS
ADMINISTRATION BUILDING, PEDRO “PETE” BENAVIDES BASKETBALL
COURTS, AND THE ISLA BLANCA TOLL BOOTH PROJECTS.**

**2-L CONSIDERATION AND APPROVAL OF A CHANGE ORDER NO. 01
WITH A-TO-BE USA, LLC. FOR PRE-CLASSIFICATION
CAPABILITIES FOR THE ELECTRONIC TOLL COLLECTION
SYSTEM FOR THE CAMERON COUNTY INTERNATIONAL BRIDGE
SYSTEM.**



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

Quotation #: O2022042545

Pre-classification for RFID Vehicles

April 4, 2022

Dear Mr Sepulveda,

A-to-Be is pleased to present you with a turnkey solution for integration of pre-classification loops for RFID vehicles in order to reduce cross-lane reads, a system being developed and deployed in fulfillment of contract WORK AUTHORIZATION NO. 01 – TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND MAINTENANCE – CAMERON COUNTY INTERNATIONAL BRIDGE SYSTEM.

Scope of Service:

Install pre-classification loops, integrate the loops and logic into the current design of the toll collection system being deployed at the Gateway International Bridge, Free Trade International Bridge and Veterans International Bridge. These presence loops are geared at reducing the number of false/cross-lane reads of AVI transponders of vehicles in adjacent lanes, in order to read the vehicle class from the RFID tag.

Scope of Work:

- Develop and integrate loop logic into lane controller system
- Saw cutting of asphalt

Headquarters
ATOBE Mobility Technology, SA
Lagoas Park, ed. 15, piso 4
2740-262 Porto Salvo
Portugal

T (+351) 21 4233 400
www.a-to-be.com
welcome@a-to-be.com

Offices USA
A-to-Be USA, LLC
1901 Butterfield Road, Suite 160,
Downers Grove, IL 60615
United States

T +1 (630) 541-7749
F +1 (630) 541-5347



- Place loops into asphalt and run cable to the payment booth loop controller
- Loop sealing
- On-site management of civil contractor

Materials included:

- Electrical cables
- Loop controllers
- Loop sealant

Locations:

- Gateway International Bridge (US side) – **total of 3 lanes**
- Free Trade International Bridge (US side) – **total of 3 lanes**
- Veterans International Bridge (US side) – **total of 6 lanes**

The total duration of installation for this system addition, and completion of the other system components shall not exceed five weeks from contract signature, with the assumption that project scope for the rest of the system remains the same and any potential clarification with regards to the system are resolved expeditiously by both parties. Maintenance of traffic is and lane closure is provided by the county.

Cost

A-to-Be is extending a price that is close to the costs of the materials and services contracted as a gesture of good faith. The total cost for the above-mentioned scope is \$69,512. Subject to terms and conditions.

We would like to offer our availability for a follow up meeting to discuss the scope of work and timelines in more detail with you and your team, as well as clarify any questions you may have.

A-to-Be reiterates its commitment to seeing this project through to successful completion and is looking forward to hearing back.



Respectfully,

Jeff Wolff
612-819-3536 – jeffrey.wolff@a-to-be.com
A-TO-BE USA LLC

Accepted by:

Date: _____

Signature: _____

Printed Name: _____

Agency: _____

Terms and Conditions:

Delivery:	Timing TBD
Payment:	Net-30
Warranty:	Standard one year from delivery
Offer validity:	90 days from date of quotation
Acceptance:	All work to be performed under the same terms and conditions as specified in the original contract and/or subcontracts, unless otherwise stipulated. This offer may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This change order shall be governed by and interpreted under the laws of the State of Illinois, without giving effect to any choice of law principles.
