

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## NOTICE OF AND AGENDA FOR A REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: TUESDAY, FEBRUARY 25, 2020  
TIME: 5:30 PM  
PLACE: PHARR CITY HALL  
2<sup>ND</sup> FLOOR CITY COMMISSION CHAMBERS  
118 SOUTH CAGE, BLVD.  
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

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### PLEDGE OF ALLEGIANCE

### INVOCATION

### CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR A REGULAR MEETING

### PUBLIC COMMENT

#### 1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document  
– Eric Davila, HCRMA.

#### 2. **CONSENT AGENDA** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item on this agenda, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Public Meeting Act.)*

- A. Approval of Minutes for the Regular Meeting held January 28, 2020.
- B. Approval of Project & General Expense Report for the period from January 11, 2020 to February 7, 2020.
- C. Approval of Financial Reports for January 2020.

#### 3. REGULAR AGENDA

- A. Resolution 2020-03 – Approval of an Inter Local Agreement (ILA) between the HCRMA and the City of Mission to provide Program Management Support of the proposed Mission/Madero-Reynosa International Border Crossing.
- B. Resolution 2019-41 – Approval of final close-out and reconciliation to the agreement with DCP South Central, LLC., for utility relocation services on the 365 Tollway Project.



#### **4. CHAIRMAN'S REPORT**

A. None.

#### **5. TABLED ITEMS**

A. None.

#### **6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)**

- A. Consultation with Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.)
- B. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- C. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).
- F. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).
- G. Consultation with Attorney on legal issues pertaining to the Toll System Installation, Integration and Maintenance Contract for the 365 Tollway Project (Section 551.071 T.G.C.).
- H. Consultation with Attorney on legal issues pertaining to a rescope and re-bid of the 365 Tollway Project (Section 551.071 T.G.C.).

#### **ADJOURNMENT OF REGULAR MEETING**

#### **CERTIFICATION**

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page ([www.hcrma.net](http://www.hcrma.net)) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 19<sup>th</sup> day of **Feburary 2020** at **12:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz  
Administrative Assistant

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Maria E. Alaniz at 956-402-4762 at least 24 hours before the meeting.



### **PUBLIC COMMENT POLICY**

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. Speakers addressing the Board through a translator will be allowed a maximum of six (6) minutes.

All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations applies."



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Item 1A



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  1A    
 02/17/2020   
 02/25/2020 

TECHNICAL COMMITTEE

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR 365 TOLLWAY PROJECT AND IBTC ENVIRONMENTAL CLEARANCE DOCUMENT**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Report on 365 Tollway and IBTC Projects
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:    Yes    No   X   N/A
5. Staff Recommendation: **Report only.**
6. Program Manager's Recommendation:    Approved    Disapproved   X   None
7. Planning Committee's Recommendation:    Approved    Disapproved   X   None
8. Board Attorney's Recommendation:    Approved    Disapproved   X   None
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
11. Chief Development Engineer's Recommendation:   X   Approved    Disapproved    None
12. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved    Disapproved    None





# BOARD OF DIRECTORS MEETING FOR FEB 2020

## HCRMA Board of Directors

**S. David Deanda, Jr., Chairman**  
**Forrest Runnels, Vice-Chairman**  
**Ricardo Perez, Secretary/Treasurer**  
**Francisco “Frank” Pardo, Director**

**Paul S. Moxley, Director**  
**Alonzo Cantu, Director**  
**Ezequiel Reyna, Jr., Director**

## HCRMA Administrative Staff

**Pilar Rodriguez, PE, Executive Director**  
**Eric Davila, PE, PMP, CCM, Chief Dev. Eng.**  
**Ramon Navarro IV, PE, CFM, Chief Constr. Eng.**  
**Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.**  
**Jose Castillo, Chief Financial Ofcr.**

General Engineering Consultant  
**HDR ENGINEERING, INC.**

***Report on HCRMA Program Management Activity***  
***Chief Development Engineer – Eric Davila, PE, PMP, CCM***



## ► OVERVIEW

- ❑ 365 TOLL Project Overview
- ❑ IBTC Project Overview
- ❑ Overweight Permit Summary
- ❑ Construction Economics Update

### MISSION STATEMENT:

“To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services”



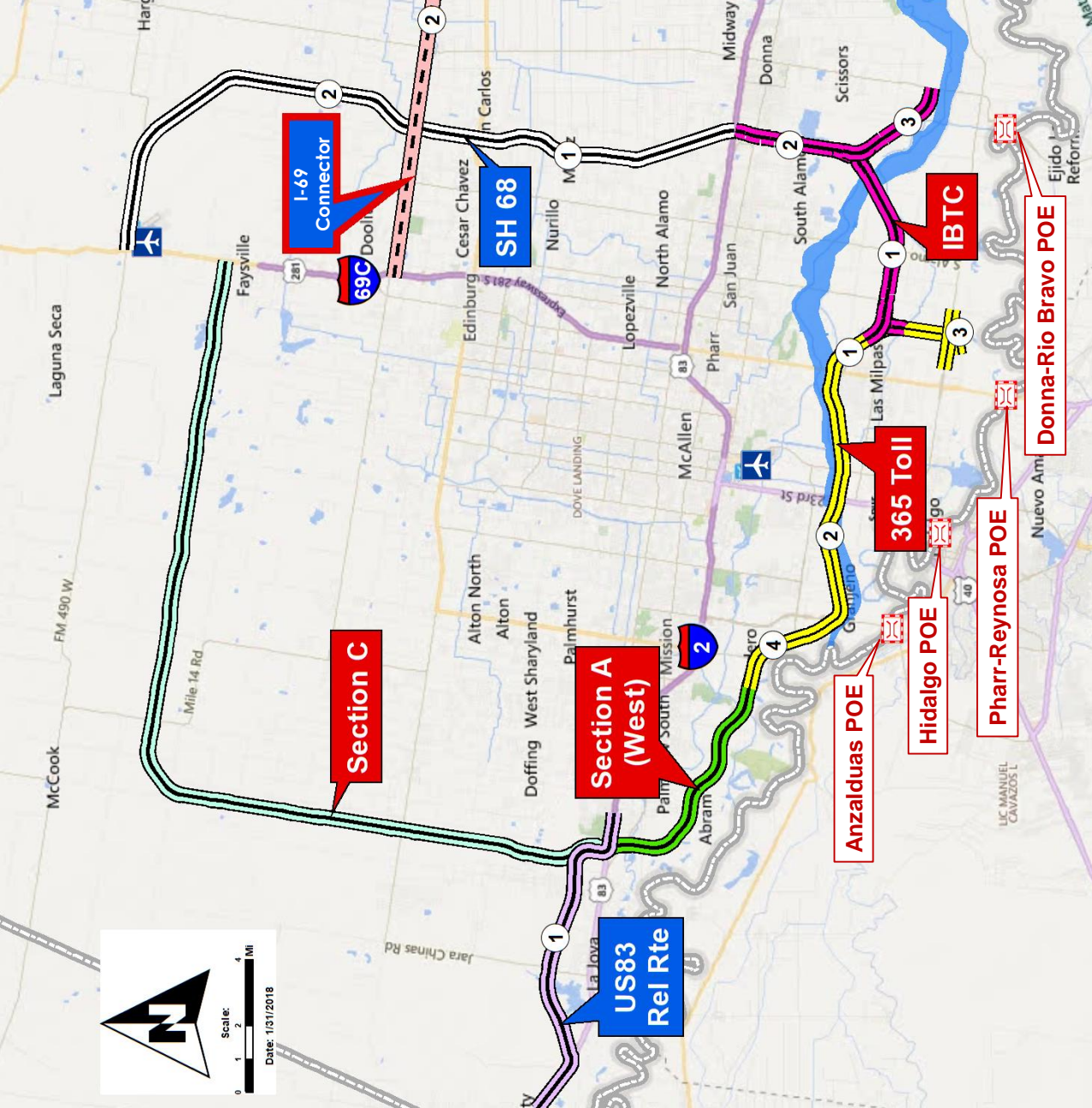


# HCRMA STRATEGIC PLAN

DEVELOP THE  
INFRASTRUCTURE TO  
SERVE A POPULATION  
OF APPROXIMATELY  
800,000 RESIDENTS  
AND  
5 INTERNATIONAL  
PORTS OF ENTRY



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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY





## ► ROAD TO 2021 UTP

- ❑ 2021 UTP Draft Funding Table (released by TxDOT Nov 2019)
  - 365 Toll appears fully funded for construction – project needs revised PDA and FAA
  - IBTC construction is listed – HCRMA provided updated estimate and project needs revised PDA.
- ❑ What's in the RGVMPD (Local Plan)
  - 365 Toll Project (TIP / MTP) thru construction
  - IBTC Project (TIP / MTP) thru design (pending funding commitments to list thru construction)
- ❑ Moving Forward:
  - Aligning both plans together in the 2021 UTP
  - Negotiate PDA's for 365 Toll and IBTC
  - Secure financial commitments for full shovel-readiness on IBTC.

# SYSTEM WIDE

**PDA** – Project Development Agreement

**FAA** – Financial Assistance

Agreement

**TIP** – Transportation

Improvement Program (Short range)

**MTP** – Metropolitan

Transportation Plan (Long Range)







## MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

98% ROW AS OF

09/30/2018

**PH 1: 365 SEG. 3 –**

LET: 08/2015

STARTED: 02/2016

**PH 2: 365 TOLL**

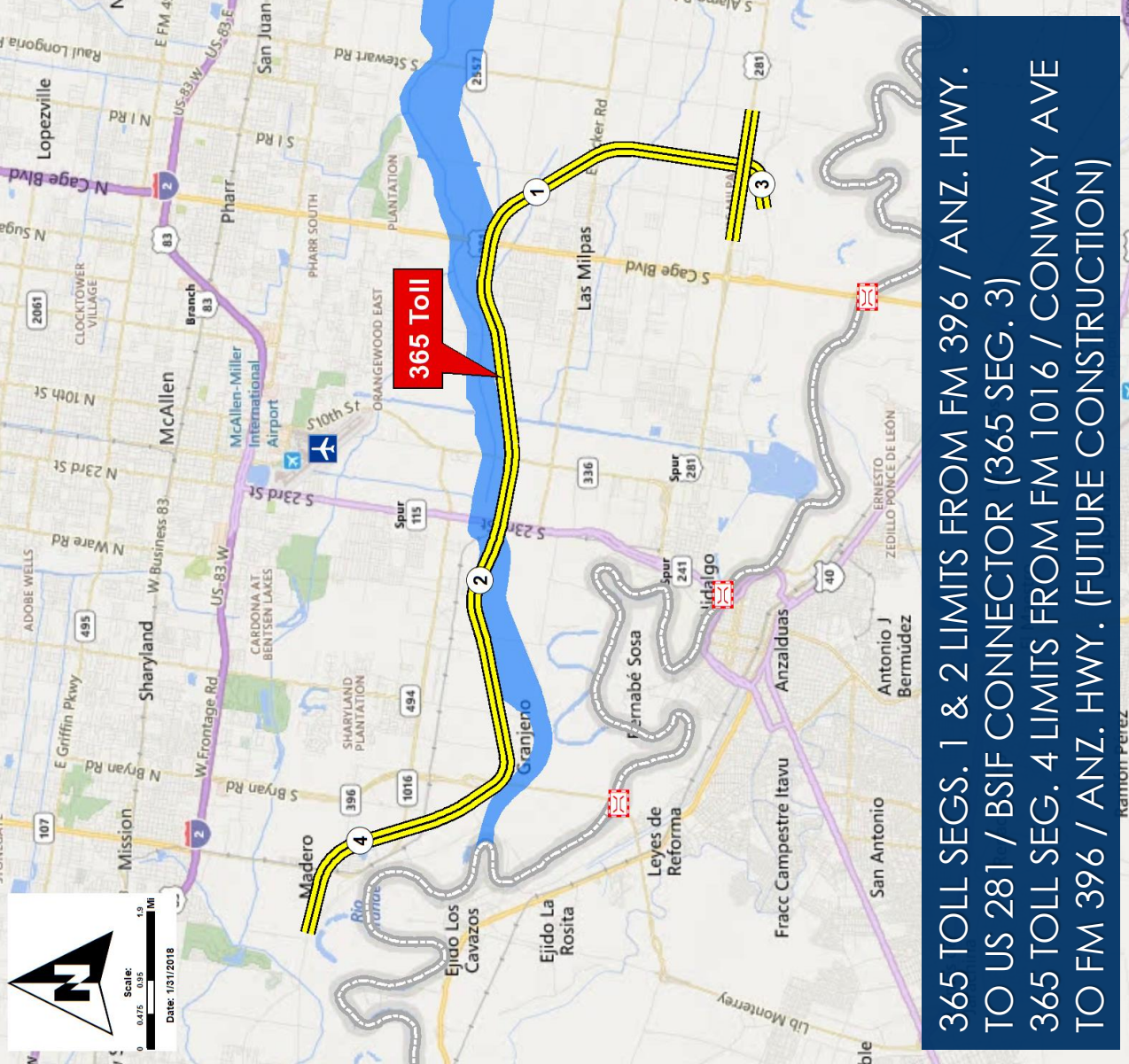
**SEGS. 1 & 2 –**

RE-LET: TBD

START: TBD



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365 TOLL SEGS. 1 & 2 LIMITS FROM FM 396 / ANZ. HWY. TO US 281 / BSIF CONNECTOR (365 SEG. 3)  
365 TOLL SEG. 4 LIMITS FROM FM 1016 / CONWAY AVE TO FM 396 / ANZ. HWY. (FUTURE CONSTRUCTION)



# 365 TOLL

## ► **DEVELOPMENT MILESTONES:**

- ❑ **07/2015**, Obtained Env. Clearance,
- ❑ **08/2015**, Held Utility Kickoff Mtgs.,
- ❑ **09/2017**, 95% of ROW Acquired,
- ❑ **09/2017**, Submitted 100% PS&E,
- ❑ **10/2017**, Received State Letter of Authority, and
- ❑ **09/2019**, Initiated Remaining Utility Relocations.

## ► **TENTATIVE SCHEDULE:**

- ❑ **02/2020**, Obtain additional funding commitments / Revise PDA and related agreements,
- ❑ **03/2020**, Receive permission to re-let the project / Amend FPAA,
- ❑ **05/2020 - 06/2020**, Advertise the 365 Toll (60 days) & Hold prebid last week in May,
- ❑ **07/2020**, Open Bids by 1st week & by 2nd week conditionally award contract,
- ❑ **08/2020**, Receive TxDOT / FHWA concurrence with award of contract,
- ❑ **09/2020 - 10/2020**, Purchase remaining 5% or ROW and finalize remaining utility relocations,
- ❑ **11/2020**, Commence construction, and
- ❑ **06/2024**, Open to traffic.





**IBTC**

## MAJOR MILESTONES:

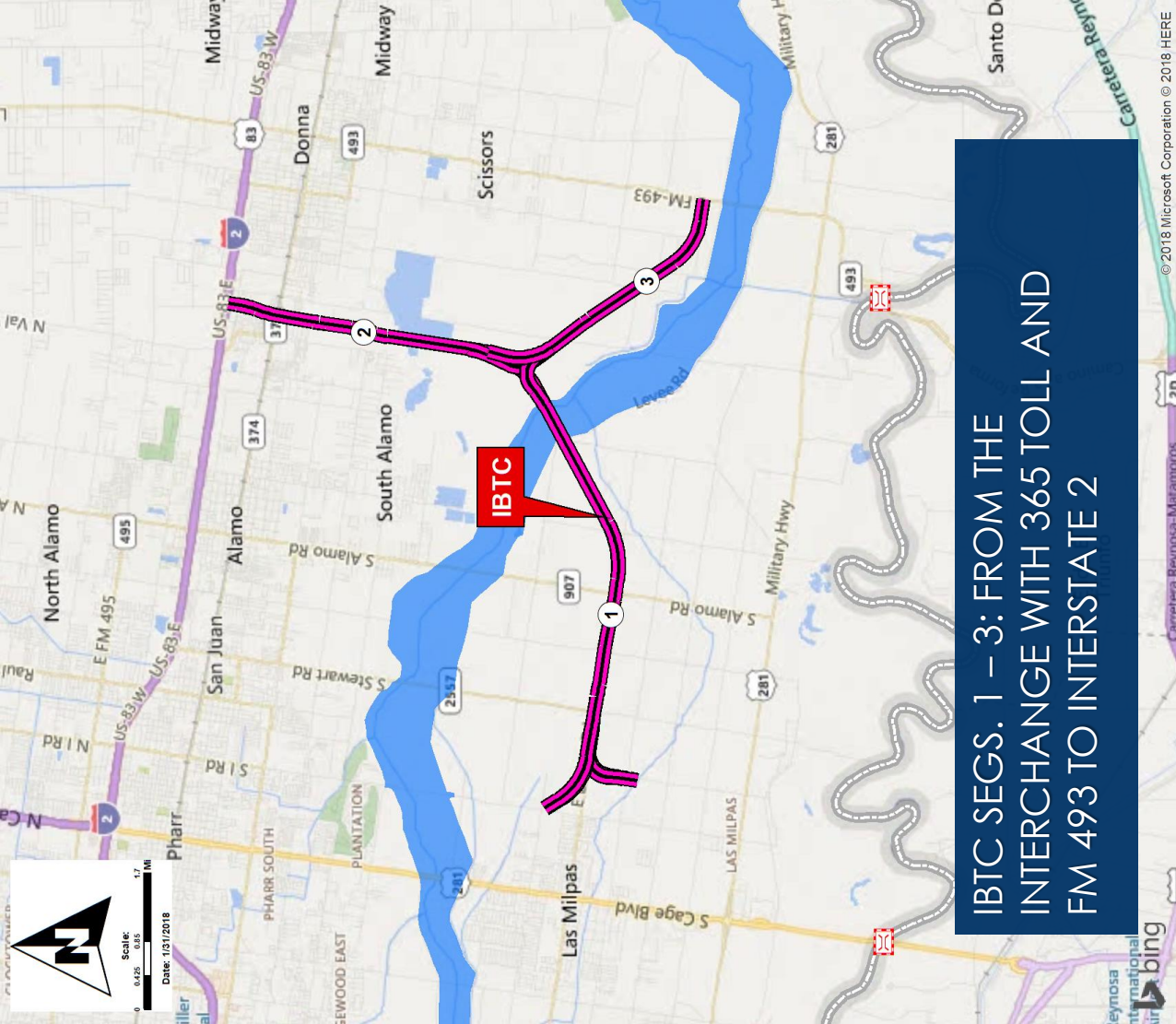
OBTAINED EA ENV  
CLASSIF.: 11/2017

EST. NEPA

## CLEARANCE: MID 2020

EST. LETTING: 06/2021

EST. OPEN: 03/2025



IBTC SEGS. 1 – 3: FROM THE INTERCHANGE WITH 365 TOLL AND FM 493 TO INTERSTATE 2



## International Bridge Trade Corridor (IBTC) (CSJ: 0921-02-142)

(From the Interchange with 365 Toll and FM 493 to Interstate 2)

Project Milestones		2020												2021												2022												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Environmental (Ongoing)																																						
Surveys (65%)																																						
ROW Title Research / Appraisals																																						
ROW Acquisition (5% Adv. Acq.)																																						
Plans, Specs., & Estimates (50%)																																						
Utility Coord / Relocation																																						
Constr. Contract Letting Phase																																						
Constr. Award / Commence																																						

CONSTRUCTION FROM 10/2021 TO 03/2025

CONSTRUCTION FROM 10/2021 TO 03/2025



## ► ADVANCE PLANNING

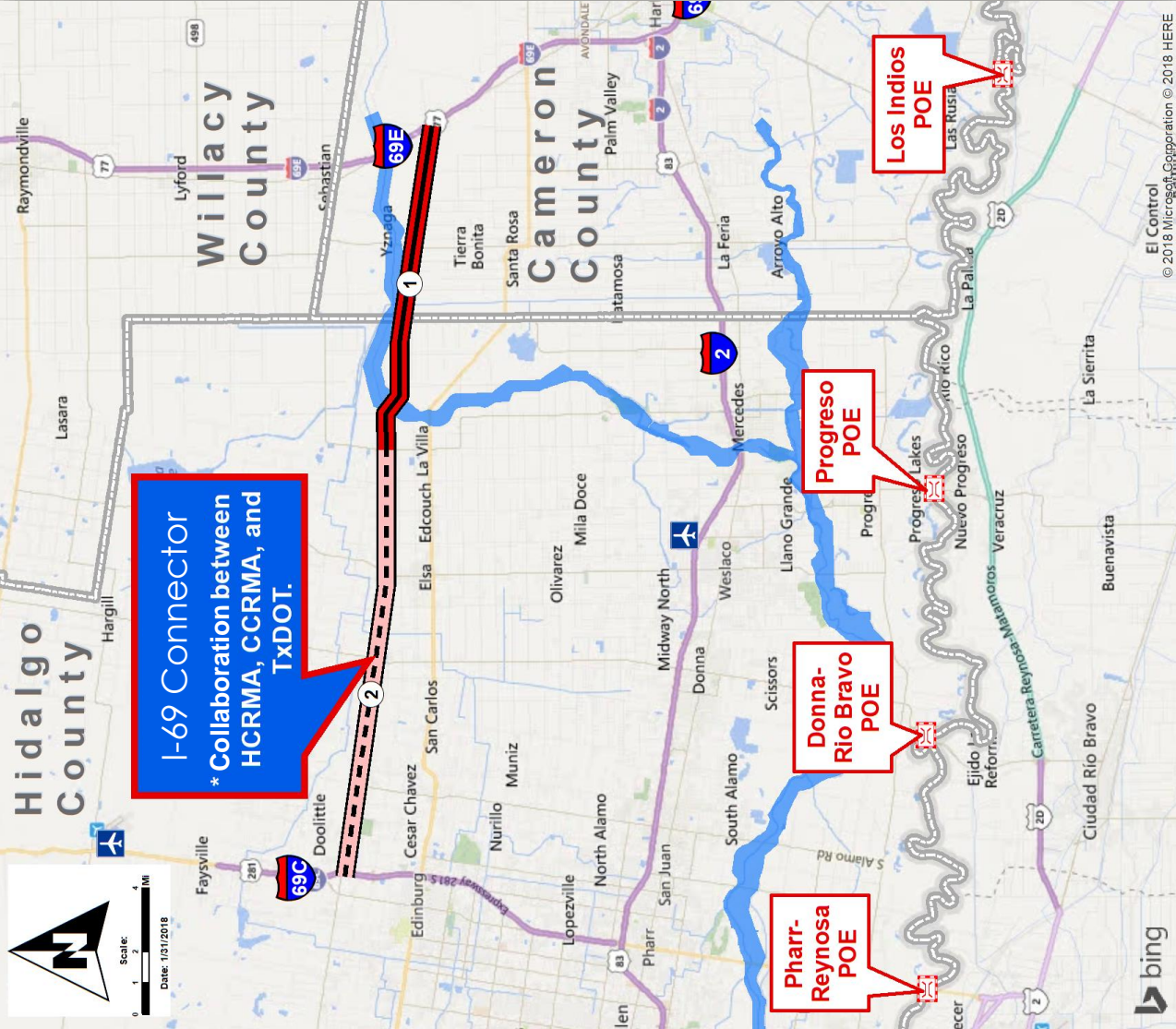
- ❑ Env.: Classification Letter and Scoping Toolkit Submitted Aug 2017
- ❑ Held IBTC Environmental Kick off with TxDOT PHR / ENV April 6, 2018.
- ❑ VRF UTP Matching Funds request processed at the HCMPO—pending adoption by TxDOT at State Level.
- ❑ All env. fieldwork complete: Waters of the US and Archeological trenching—Internal ROE efforts were instrumental to accelerating this work.
- ❑ Meeting held with EPA/TCEQ/TxDOT to discuss Donna Reservoir site for the Hazmat portion of the NEPA Document Oct 2018.
- ❑ Public Meeting took place at Donna High School March 29, 2019.
- ❑ All major milestone reports submitted and undergoing reviews: Project Description, Hazmat, Historic Resources, Public Meeting Summary Report, Waters of the US, and Archaeological Resources.
- ❑ Mitigation plans, as warranted, will be drawn up at completion of the milestone reports.

## ► OTHER:

- ❑ Surveys (65% complete) – anticipate new survey pool procurement once TxDOT approves new federalized procurement procedures by end of Fall 2019.
- ❑ ROW Acquisition (5% complete)
- ❑ Utility Relo. (SUE 100%, coordination initiated, Overall 20%)
- ❑ Design (PS&E, 50% complete): On Hold







# I-69 Connector

(COLLABORATION W/ TxDOT, CCRMA, AND HCRMA)

## DESCRIPTION:

PROJECT LENGTH ~27 MILES

FROM I-69C IN HIDALGO COUNTY TO I69-E IN CAMERON COUNTY

KEY PARALLEL CORRIDOR TO I-2 WITH IMPORTANCE TO MOBILITY PROJECTS BY TxDOT, CCRMA AND HCRMA

TxDOT COMMITTED SUPPLEMENTAL DEVELOPMENT AUTHORITY FUNDS FOR THE ENTIRE 27 MILE CORRIDOR AS AN EXPRESSWAY FACILITY.

TxDOT HAS COMMITTED TO FUNDING THE DEVELOPMENT OF THE SCHEMATIC DESIGN AND ENVIRONMENTAL DOCUMENTS.

FEASIBILITY STUDIES KICKED OFF WITH A STAKEHOLDER MEETING OCT 2019.

PUBLIC MEETING ON FEASIBILITY STUDIES HELD DECEMBER 2019.



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



# WEST LOOP

## SECTION A(WEST) / SECTION C \*COMPLIMENTS PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING (BY OTHERS)

### DESCRIPTION:

PROPOSED CONSTRUCTION BEYOND 2035  
(LONG TERM) OR AS FUNDING /  
PARTNERSHIP OPPORTUNITIES DEVELOP.

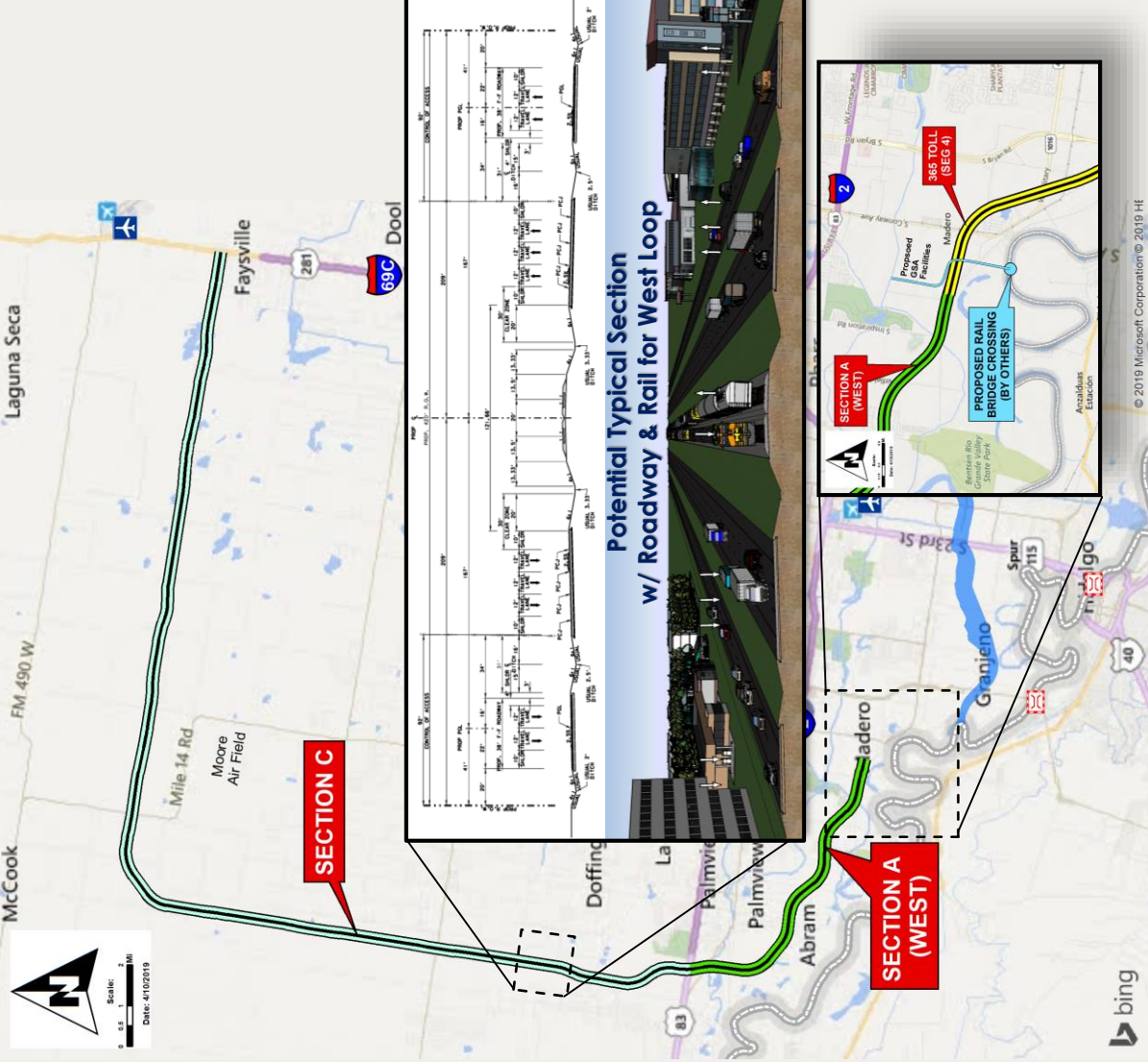
COMBINED PROJECT LENGTH:  
38 MILES

FROM FM 1016 / CONWAY AVE  
(MISSION/MADERO) TO I-69C (NORTH  
EDINBURG)

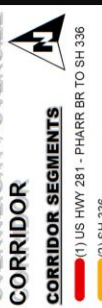
LIKELY TO BE CLASSIFIED AS AN  
ENVIRONMENTAL IMPACT STATEMENT (EIS)  
NEPA DOCUMENT (36 TO 48 MONTHS)—TO  
BE ENGAGED AFTER IBTC CLEARANCE.

POTENTIAL FOR CLASS I RAIL WITHIN THE  
ROW PENDING DEVELOPMENTS FOR RAIL  
CROSSING IN MISSION AREA.

DRAFT INTERLOCAL AGREEMENT WITH CITY  
OF MISSION WOULD ALLOW THE HCRMA  
TO ASSIST THEM WITH ENVIRONMENTAL  
CLEARANCE EFFORTS (~24 MONTH  
TIMEFRAME) AT THE PROPOSED RAIL  
CROSSING ONCE A FULL US/ MEXICAN  
SPONSOR TEAM IS ESTABLISHED.







**OVERWEIGHT / OVERSIZE  
CORRIDOR**

## CORRIDOR

- (1) US HWY 281 - PHARR BR TO SH 336  
(2) SH 336  
(3) FM 1016  
(4) TRINITY RD  
(5) FM 366  
(6) FM 2061  
(7) US HWY 281 - PHARR BR TO SP 29  
(8) SPUR 29  
(9) DOFFIN CANAL RD  
(10) SAN JUAN - FM 2567  
(11) SAN JUAN - FM 3072  
(12) PHARR - US 281 CAGE BLVD  
(13) US 281 MIL HWY - SP 29 TO FM 1015  
(14) FM 1015 - PROGRESSO BR TO MI 9 N  
(15) US 83 BUS - FM 1015 TO BRIDGE AVE

Scale: 0 0.5 1 2 Miles



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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

12 <http://www.hcrma.net>



► **OVERWEIGHT REPORT FOR 2014-2020**  
**PERIOD: JAN 1, 2014 – JAN 31, 2020**

**OW**

<b>Total Permits Issued:</b>	<b>151,586</b>
<b>Total Amount Collected:</b>	<b>\$ 21,676,360</b>
■ <b>Convenience Fees:</b>	\$ 522,960
■ <b>Total Permit Fees:</b>	\$ 21,153,400
– Pro Miles:	\$ 454,758
– TxDOT:	\$ 17,980,390
– HCRMA:	\$ 2,718,252



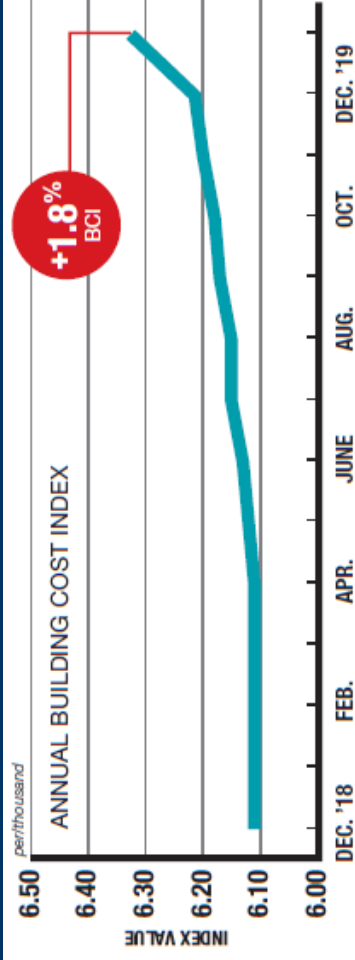
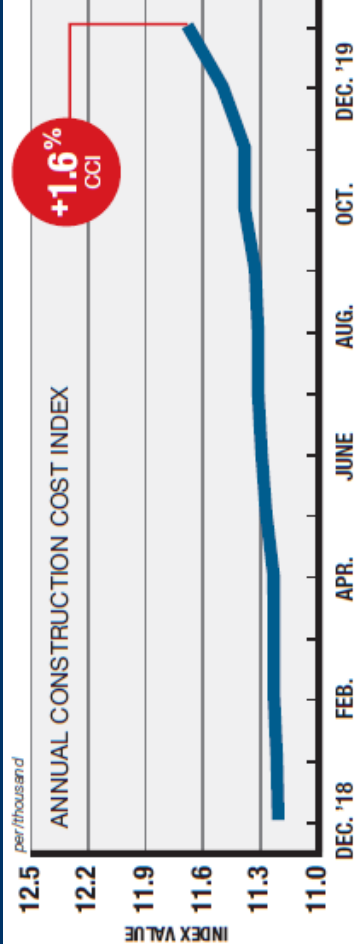
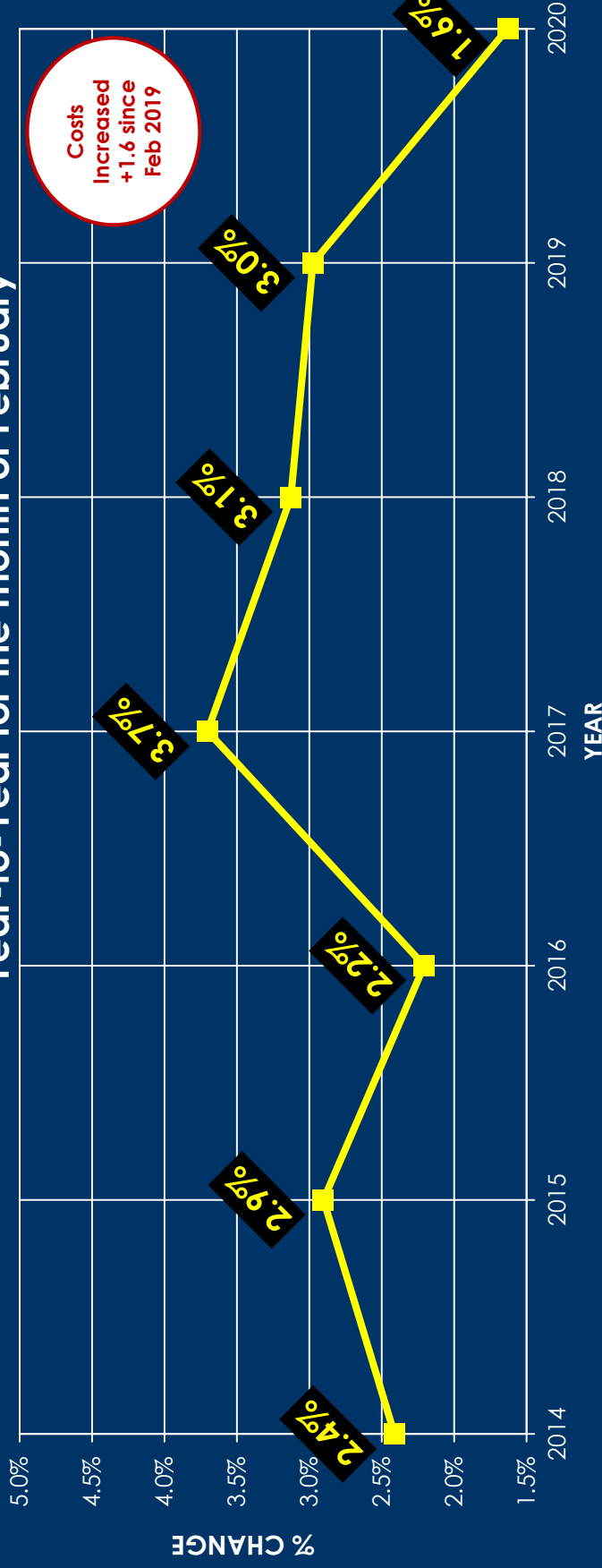
► **OVERWEIGHT REPORT FOR YEAR 2020**  
**PERIOD: JAN 1, 2020 – JAN 31, 2020**

**OW**

<b>Total Permits Issued:</b>	<b>2,947</b>
<b>Total Amount Collected:</b>	<b>\$ 602,348</b>
■ <b>Convenience Fees:</b>	\$ 12,948
■ <b>Total Permit Fees:</b>	\$ 589,400
– Pro Miles:	\$ 8,841
– TxDOT:	\$ 500,990
– HCRMA:	\$ 79,569



## Construction Cost Index (CCI) Change (%) Year-to-Year for the month of February







ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG 58	MHG	411.73	-0.2	-4.6
Cutback, MC800	MHG	376.76	-0.7	-3.6
Emulsion, RAPID SET	MHG	358.30	-0.4	-0.5
Emulsion, SLOW SET	MHG	368.08	-0.5	-0.7
PORTLAND CEMENT				
Type one	MHG	145.46	+2.4	+21.3
MASONRY CEMENT				
70-lb bag	MHG	10.95	+1.7	+9.6
CRUSHED STONE				
Base course	MHG	12.40	+1.4	+20.8
Concrete course	MHG	11.78	+0.7	+8.4
Asphalt course	MHG	13.70	+1.4	+22.0
SAND				
Concrete	MHG	10.43	+0.5	+12.9
Masonry	MHG	12.30	+0.4	+9.8



Item 2A



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  2A    
  02/13/20    
  02/25/20  

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD JANUARY 28, 2020.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held January 28, 2020.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:    Yes    No   X   N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held January 28, 2020, as presented.**
6. Planning Committee's Recommendation:    Approved    Disapproved   X   None
7. Finance Committee's Recommendation:    Approved    Disapproved   X   None
8. Board Attorney's Recommendation:   X   Approved    Disapproved    None
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
11. Chief Development Engineer's Recommendation:    Approved    Disapproved   X   None
12. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved    Disapproved    None



**STATE OF TEXAS  
COUNTY OF HIDALGO  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Meeting on **Tuesday, January 28, 2020**, at 5:30 pm at the Pharr City Hall, 2<sup>nd</sup> Floor City Commission Chambers, 118 S. Cage Blvd, Pharr, Texas, with the following present:

Board Members: S. David Deanda, Jr., Chairman  
Forrest Runnels, Vice-Chairman  
Ricardo Perez, Secretary/Treasurer  
Alonzo Cantu, Director  
Paul S. Moxley Director  
Francisco “Frank” Pardo, Director  
Ezequiel Reyna, Jr., Director

Absent:

Staff: Pilar Rodriguez, Executive Director  
Ramon Navarro, Chief Construction Engineer  
Eric Davila, Chief Development Engineer  
Celia Gaona, Chief Auditor/Compliance Officer  
Maria Alaniz, Administrative Assistant III  
Luis Cardenas, Escobedo & Cardenas, LLP

**PLEDGE OF ALLEGIANCE**

Chairman Deanda led the Pledge of Allegiance.

**INVOCATION**

Ms. Gaona led the Invocation.

**CALL TO ORDER FOR WORKSHOP**

Chairman Deanda called the Workshop to order at 5:31 pm.

1. Review of Quarterly Investment Report for the period ending December 31, 2019.  
*Mr. Pilar Rodriguez presented the Review of Quarterly Investment Report for the period ending December 31, 2019.*
2. Review of the Investment Policy for the Hidalgo County Regional Mobility Authority.  
*Mr. Pilar Rodriguez reviewed the Investment Policy for the Hidalgo County Regional Mobility Authority.*

**ADJOURNMENT OF WORKSHOP**

**CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM**

**PUBLIC COMMENT**

*No Comments.*



Chairman Deanda called the Regular Meeting to order at 5:34 pm.

## 1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.  
*Mr. Eric Davila reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. No action taken.*
- B. Report on Overweight/Oversized Vehicle Permits Issued in 2019 – Pilar Rodriguez, HCRMA.  
*Mr. Pilar Rodriguez reported on Overweight/Oversized Vehicle Permits Issued in 2019.*

## 2. CONSENT AGENDA.

***Motion by Frank Pardo, with a second by Forrest Runnels, to approve the Consent Agenda. Motion carried unanimously.***

- A. Approval of Minutes for the Regular Meeting held December 17, 2019.  
*Approved the Minutes for the Regular Meeting held December 17, 2019.*
- B. Approval of Project & General Expense Report for the period from December 5, 2019 to January 10, 2020.  
*Approved the Project & General Expense Report for the period from December 5, 2019 to January 10, 2020.*
- C. Approval of Financial Reports for November & December 2019.  
*Approved the Financial Reports for November & December 2019.*
- D. Approval of the Quarterly Investment Report for the period ending December 31, 2019.  
*Approved the Quarterly Investment Report for the period ending December 31, 2019.*
- E. Resolution 2020-01 – Annual approval of the Investment Policy for the Hidalgo County Regional Mobility Authority.  
*Approved Resolution 2020-01 – Annual approval of the Investment Policy for the Hidalgo County Regional Mobility Authority.*

## 3. REGULAR AGENDA

- A. Resolution 2019 – 35 – Approval of Work Authorization 8 to the Professional Service Agreement with C&M Associates, Inc. for an Update to the Investment Grade Traffic and Revenue Study for the 365 Tollway and International Bridge Trace Corridor Projects.  
***Motion by Rick Perez, with a second by Frank Pardo, to approve Resolution 2019-35 – Approval of Work Authorization 8 to the Professional Service Agreement with C&M Associates, Inc. for an Update to the Investment Grade Traffic and Revenue Study for the 365 Tollway and International Bridge Trace Corridor Projects in the amount of \$390,634.80. Motion carried unanimously.***
- B. Resolution 2019-36 – Approval of Contract Amendment 9 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount for Work Authorization Number 8.  
***Motion by Rick Perez, with a second by Frank Pardo, to approve Resolution 2019-36 – Approval of Contract Amendment 9 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount in the amount of \$390,634.80 for Work Authorization Number 8 for a revised maximum payable amount of \$591,418.06. Motion carried unanimously.***



***Motion by Rick Perez, with a second by Ezequiel Reyna, to recess the meeting to enter into Executive Session at 5:50 p.m. to consult with the Board Attorney on legal issues pertaining to Items 3C and 6A under Section 551.071 of the Texas Government Code.***

***Motion by Forrest Runnels, with a second by Rick Perez, to reconvene the meeting at 6:11 pm with no action taken on any of the items discussed in Executive Session items.***

- C. Resolution 2020-03 – Approval of an Inter Local Agreement (ILA) between the HCRMA and the City of Mission to provide Program Management Support of the proposed Mission/Madero-Reynosa International Border Crossing.

***No Action Taken.***

#### **4. CHAIRMAN'S REPORT**

- A. None.

#### **5. TABLED ITEMS**

- A. None.

#### **6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY) AND SECTION 551.074 (PERSONNEL MATTERS)**

- A. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).

***No action taken.***

- B. Consultation with Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.).

***No action taken.***

- C. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).

***No action taken.***

- D. Consultation with Attorney on legal issues pertaining to the acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).

***No action taken.***

- E. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).

***No action taken.***

- F. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

***No action taken.***



- G. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).

***No action taken.***

- H. Consultation with Attorney on legal issues pertaining to the Toll System Installation, Integration and Maintenance Contract for the 365 Tollway Project (Section 551.071 T.G.C.).

***No action taken.***

- I. Consultation with Attorney on legal issues pertaining to a rescope and re-bid of the 365 Tollway Project (Section 551.071 T.G.C.).

***No action taken.***

#### **ADJOURNMENT**

*There being no other business to come before the Board of Directors, motion by Forrest Runnels, with a second by Rick Perez, to adjourn the meeting at 6:12 pm.*

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*S. David Deanda, Jr, Chairman*

*Attest:*

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*Ricardo Perez, Secretary/Treasurer*



Item 2B



**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2B  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  02/13/20  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  02/25/20  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM JANUARY 11, 2020 THROUGH FEBRUARY 7, 2020**

2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No

Consideration and approval of project and general expense report for the period from January 11, 2020 through February 7, 2020.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted:   X   Yes      No   N/A   Funding Source: VRF Bond

General Account	\$ 141,979.44
Disbursement Account	\$ 17,131.14
R.O.W Services	\$ 110,764.78
<b>Total Project Expenses for Reporting Period</b>	<b>\$269,875.36</b>

Fund Balance after Expenses	\$ 1,612,491.34
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5. Staff Recommendation: **Motion to approve the project and general expense report for the January 11, 2020 to February 7, 2020 as presented.**

6. Planning Committee's Recommendation:      Approved      Disapproved   X   None

7. Finance Committee's Recommendation:      Approved      Disapproved   X   None

8. Board Attorney's Recommendation:      Approved      Disapproved   X   None

9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None

10. Chief Financial Officer's Recommendation:   X   Approved      Disapproved      None

11. Chief Development Engineer's Recommendation:   X   Approved      Disapproved      None

12. Chief Construction Engineer's Recommendation:   X   Approved      Disapproved      None

13. Executive Director's Recommendation:   X   Approved      Disapproved      None





# Memorandum

**To:** S. David Deanda Jr., Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** February 17, 2020  
**Re:** **Expense Report for the Period from January 11, 2020 to February 7, 2020**

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Attached is the expense report for the period commencing on January 11, 2020 and ending on February 7, 2020.

Expenses for the General Account total \$141,979.44, the Disbursement Account total \$17,131.14, and ROW Services total \$110,764.78. The aggregate expense for the reporting period is \$269,875.36.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$269,875.36.**

This leaves a fund balance (all funds) after expenses of \$1,612,491.34.

If you should have any questions or require additional information, please advise.





Jan 11-Feb 7  
**February 2020**

Plains Capital 41	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	City of Pharr	January 2020	\$ 102,245.03
	Office Depot	2/4/2020	\$ 126.59
	Office Depot	January 2020	\$ 99.99
	A-Fast Delivery, LLC	January 2020	\$ 116.50
	Copy Zone	January 2020	\$ 688.14
	Pathfinder Public Affairs	January 2020	\$ 10,000.00
	Bracewell, LLP	January 2020	\$ 2,600.00
	Escobedo & Cardenas, LLP	January 2020	\$ 650.00
Accounting Fees	City of Pharr	Jan. 2020	\$ 205.00
Rent	City of Pharr	February 2020	\$ 4,480.00
	City of Pharr	Jan. 2020	\$ 3,303.73
	City of Pharr	February 2020	\$ 655.00
	Xerox-Dahill	02/08/2020-03/07/2020	\$ 683.21
	Xerox	2/01/20-02/29/20	\$ 194.05
Professional Services	Pena Designs	January 2020	\$ 200.00
	Hilltop Securities Asset Management, LLC	12/10/18-12/31/19	\$ 1,270.00
	Pilar Rodriguez	2/09/2020-02/11/2020	\$ 385.33
	Ramon Navarro, IV	2/09/2020-02/11/2020	\$ 40.66
	Eric Davila	2/09/2020-02/11/2020	\$ 310.91
	Ricardo Perez	2/09/2020-02/11/2020	\$ 401.43
	Francisco Pardo	2/09/2020-02/11/2020	\$ 392.23
	Credit Card Services	1/4/20-2/03/20	\$ 2,497.00
	Credit Card Services	1/4/20-2/03/20	\$ 2,773.14
	Carpet Express	2/5/2020	\$ 3,609.50
	Info Tech, Inc.	02/01/2020-02/01/2021	\$ 4,000.00
	A Better Water Solution - Get Filtered	February 2020	\$ 52.00
			<b>\$ 141,979.44</b>
<b>Wilmington Trust 45/Capital Projects</b>			
	Bracewell, LLP	January 2020	\$ 3,000.00
Engineering Services	Blanton & Associates, Inc.	12/17/19-01/31/20	\$ 2,952.00
	Blanton & Associates, Inc.	01/01/20-01/31/20	\$ 10,531.14
	Top Cut Lawn Care, Inc.	2/2020	\$ 648.00
			<b>\$ 17,131.14</b>
<b>R.O.W. Services</b>			
	<b>Requisitions</b>		
	Barron, Adler, Clough & Oddo, LLP	Thru 02/29/2020	\$ 21,240.69
			<b>\$ 21,240.69</b>
<b>SIB Construction Account 45</b>			
	DCP South Central Texas, LLC	Thru 11/13/2019	\$ 89,524.09
			<b>\$ 89,524.09</b>
Sub Total - General	\$	141,979.44	
Sub Total - Projects	\$	17,131.14	
Sub Total - SIB Acquisitic	\$	89,524.09	
Sub Total - SIB R.O.W.	\$	21,240.69	
Total	\$	<b>269,875.36</b>	

Approved: \_\_\_\_\_  
S. David Deanda, Jr., Chairman

Recommend Approval: \_\_\_\_\_  
Pilar Rodriguez, Executive Director

Approved: \_\_\_\_\_  
Ricardo Perez, Secretary/Treasurer

Date: **2/25/2020**



Item 2C



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2C  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/13/20  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  02/25/20  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF JANUARY 2020.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes        No  
Consideration and approval of financial report for the months of January 2020.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:        Yes        No   X   N/A  
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the month of January 2020, as presented.**
6. Planning Committee's Recommendation:        Approved        Disapproved   X   None
7. Finance Committee's Recommendation:        Approved        Disapproved   X   None
8. Board Attorney's Recommendation:        Approved        Disapproved   X   None
9. Chief Auditor's Recommendation:        Approved        Disapproved   X   None
10. Chief Financial Officer's Recommendation:   X   Approved        Disapproved        None
11. Chief Development Engineer's Recommendation:        Approved        Disapproved   X   None
12. Chief Construction Engineer's Recommendation:        Approved        Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved        Disapproved        None



**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF NET POSITION JANUARY 31, 2020**

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 90,950
Investment-Cap. Projects nonrestricted	14,777
Pool Investments	1,487,502
Promises-Prepaid/Escrow Overweight Permit Fees	55,190
Accounts Receivable - VR Fees	580,070
Prepaid expense	35,516

Total Current Assets	<u>2,264,005</u>
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**RESTRICTED ASSETS**

Investment-debt service	676,816
Investment-debt service jr. lien	5,501,664

Total Restricted Assets	<u>6,178,480</u>
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**CAPITAL ASSETS**

Land-environmental	441,105
Leasehold improvements	237,660
Office equipment/other	26,732
Construction in progress	126,963,587
Accumulated depreciation	(24,589)

Total Capital Assets	<u>127,644,495</u>
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<b>TOTAL ASSETS</b>	<b><u>\$ 136,086,980</u></b>
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**LIABILITIES AND NET POSITION**

**CURRENT LIABILITIES**

Accounts payable-City of Pharr	\$ 105,549
Accounts payable-capital projects	89,524
Unearned Revenue - Overweight Permit Escrow	55,190
Current Portion of Bond Premium	76,452

Total Current Liabilities	<u>326,715</u>
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**RESTRICTED LIABILITIES**

Current Portion of Long-Term Debt	1,255,000
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Total Restricted Liabilities	<u>1,255,000</u>
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**LONG-TERM LIABILITIES**

2013 VRF Bonds Payable	53,485,000
Jr. Lien Bonds	22,191,926
Bond premium	1,758,386
Other Payables	5,377,193

Total Long-Term Liabilities	<u>82,812,505</u>
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Total Liabilities	<u>84,394,220</u>
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**NET POSITION**

Investment in Capital Assets, Net of Related Debt	43,500,538
Restricted for:	
Debt Service	6,178,480
Unrestricted	2,013,742

Total Net Position	<u>51,692,760</u>
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<b>TOTAL LIABILITIES AND NET POSITION</b>	<b><u>\$ 136,086,980</u></b>
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Pharr, TX

# Balance Sheet

## Account Summary

As Of 01/31/2020

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<u>41-1-1100-000</u>	GENERAL OPERATING	90,950.37
<u>41-1-1102-000</u>	POOL INVESTMENTS	1,487,502.46
<u>41-1-1113-000</u>	ACCOUNTS RECIEVABLES-VR FEES	580,070.00
<u>41-1-1113-100</u>	PROMILES-PREPAID/ESCROW OVERWE	55,190.00
<u>41-1-1117-000</u>	LEASEHOLD IMPROVEMENTS	237,659.63
<u>41-1-1118-000</u>	CONSTRUCTION IN PROGRESS	126,963,586.70
<u>41-1-1119-001</u>	LAND-ENVIRONMENTAL	441,105.00
<u>41-1-1121-000</u>	FURNITURE & FIXTURES	18,125.00
<u>41-1-1122-000</u>	COMPUTER EQUIP/SOFTWARE	8,606.51
<u>41-1-1123-000</u>	ACCUMULATED DEPRECIATION	-24,588.79
<u>41-1-1601-000</u>	PREPAID EXPENSE	35,516.44
	<b>Total Assets:</b>	<b>129,893,723.32</b>
		<b><u>129,893,723.32</u></b>
<b>Liability</b>		
<u>41-2-1212-001</u>	A/P CITY OF PHARR	105,548.76
<u>41-2-1212-009</u>	OTHER PAYABLES	5,377,193.33
<u>41-2-1213-009</u>	CURRENT-UNAMORTIZED PREMIUM	76,451.51
<u>41-2-1213-100</u>	UNEARNED REV.-OVERWEIGHT	55,190.00
<u>41-2-1214-001</u>	BONDS PAYABLE-CURRENT	1,255,000.00
<u>41-2-1214-002</u>	BONDS PAYABLE-LONG TERM PORTIO	53,485,000.00
<u>41-2-1214-003</u>	UNAMORTIZED PREMIUM ON BOND	1,758,385.67
<u>41-2-1214-010</u>	LONG TERM BONDS- JR LIEN	22,191,926.44
	<b>Total Liability:</b>	<b>84,304,695.71</b>
<b>Equity</b>		
<u>41-3-3400-000</u>	FUND BALANCE	46,562,631.16
	<b>Total Beginning Equity:</b>	<b>46,562,631.16</b>
Total Revenue		628,330.44
Total Expense		1,601,933.99
Revenues Over/Under Expenses		-973,603.55
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>45,589,027.61</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>129,893,723.32</u></b>





Pharr, TX

# Income Statement Account Summary

For Fiscal: 2020 Period Ending: 01/31/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 41 - HCRMA-GENERAL</b>						
<b>Revenue</b>						
<u>41-4-1504-000</u>	VEHICLE REGISTRATION FEES	0.00	0.00	580,070.00	580,070.00	-580,070.00
<u>41-4-1505-005</u>	PROMILES-OW/OS PERMIT FEES	0.00	0.00	45,225.00	45,225.00	-45,225.00
<u>41-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	3,035.44	3,035.44	-3,035.44
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>628,330.44</b>	<b>628,330.44</b>	<b>-628,330.44</b>
<b>Expense</b>						
<u>41-52900-1100-000</u>	SALARIES	0.00	0.00	47,949.57	47,949.57	-47,949.57
<u>41-52900-1105-000</u>	FICA	0.00	0.00	3,710.89	3,710.89	-3,710.89
<u>41-52900-1106-000</u>	HEALTH INSURANCE	0.00	0.00	1,412.94	1,412.94	-1,412.94
<u>41-52900-1115-000</u>	EMPLOYEES RETIREMENT	0.00	0.00	3,590.24	3,590.24	-3,590.24
<u>41-52900-1116-000</u>	PHONE ALLOWANCE	0.00	0.00	357.70	357.70	-357.70
<u>41-52900-1117-000</u>	CAR ALLOWANCE	0.00	0.00	1,246.16	1,246.16	-1,246.16
<u>41-52900-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	4.02	4.02	-4.02
<u>41-52900-1178-000</u>	ADMIN FEE	0.00	0.00	900.00	900.00	-900.00
<u>41-52900-1200-000</u>	OFFICE SUPPLIES	0.00	0.00	125.78	125.78	-125.78
<u>41-52900-1607-000</u>	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	655.00	655.00	-655.00
<u>41-52900-1610-000</u>	DUES & SUBSCRIPTIONS	0.00	0.00	2,350.00	2,350.00	-2,350.00
<u>41-52900-1620-000</u>	GENERAL LIABILITY	0.00	0.00	2,902.00	2,902.00	-2,902.00
<u>41-52900-1621-000</u>	INSURANCE-E&O	0.00	0.00	1,404.00	1,404.00	-1,404.00
<u>41-52900-1623-001</u>	INSURANCE-OTHER	0.00	0.00	2,821.54	2,821.54	-2,821.54
<u>41-52900-1660-000</u>	TRAVEL	0.00	0.00	343.62	343.62	-343.62
<u>41-52900-1662-000</u>	PRINTING & PUBLICATIONS	0.00	0.00	485.65	485.65	-485.65
<u>41-52900-1705-000</u>	ACCOUNTING FEES	0.00	0.00	3,750.00	3,750.00	-3,750.00
<u>41-52900-1715-000</u>	RENT-OFFICE	0.00	0.00	4,480.00	4,480.00	-4,480.00
<u>41-52900-1715-001</u>	RENT-OFFICE EQUIPMENT	0.00	0.00	683.21	683.21	-683.21
<u>41-52900-1999-003</u>	TRANSFER OUT TO DEBT	0.00	0.00	333,109.38	333,109.38	-333,109.38
<u>41-52900-1999-004</u>	TRANSFER OUT 365 CONSTRUCTION	0.00	0.00	1,104,081.00	1,104,081.00	-1,104,081.00
<u>41-52900-1999-009</u>	TRANSFER OUT-CAPITAL PROJ	0.00	0.00	39,000.00	39,000.00	-39,000.00
<u>41-53000-1100-000</u>	SALARIES	0.00	0.00	20,564.15	20,564.15	-20,564.15
<u>41-53000-1105-000</u>	FICA	0.00	0.00	1,591.55	1,591.55	-1,591.55
<u>41-53000-1106-000</u>	HEALTH INSURANCE	0.00	0.00	1,123.81	1,123.81	-1,123.81
<u>41-53000-1115-000</u>	EMPLOYEES RETIREMENT	0.00	0.00	1,733.75	1,733.75	-1,733.75
<u>41-53000-1116-000</u>	PHONE ALLOWANCE	0.00	0.00	276.90	276.90	-276.90
<u>41-53000-1117-000</u>	CAR ALLOWANCE	0.00	0.00	830.76	830.76	-830.76
<u>41-53000-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	2.68	2.68	-2.68
<u>41-53000-1178-000</u>	ADMN FEE	0.00	0.00	450.00	450.00	-450.00
<u>41-53000-1715-001</u>	RENTAL - OFFICE EQUIPMENT	0.00	0.00	194.05	194.05	-194.05
<u>41-54000-1100-000</u>	SALARIES	0.00	0.00	15,311.53	15,311.53	-15,311.53
<u>41-54000-1105-000</u>	FICA	0.00	0.00	1,207.56	1,207.56	-1,207.56
<u>41-54000-1106-000</u>	HEALTH INSURANCE	0.00	0.00	786.54	786.54	-786.54
<u>41-54000-1115-000</u>	EMPLOYEES RETIREMENT	0.00	0.00	1,302.46	1,302.46	-1,302.46
<u>41-54000-1116-000</u>	PHONE ALLOWANCE	0.00	0.00	138.45	138.45	-138.45
<u>41-54000-1117-000</u>	CAR ALLOWANCE	0.00	0.00	830.76	830.76	-830.76
<u>41-54000-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	1.34	1.34	-1.34
<u>41-54000-1178-000</u>	ADMN FEE	0.00	0.00	225.00	225.00	-225.00
	<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,601,933.99</b>	<b>1,601,933.99</b>	<b>-1,601,933.99</b>
	<b>Fund: 41 - HCRMA-GENERAL Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-973,603.55</b>	<b>-973,603.55</b>	
	<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-973,603.55</b>	<b>-973,603.55</b>	



## Income Statement

For Fiscal: 2020 Period Ending: 01/31/2020

## Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL					
Revenue	0.00	0.00	628,330.44	628,330.44	-628,330.44
Expense	0.00	0.00	1,601,933.99	1,601,933.99	-1,601,933.99
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	0.00	0.00	-973,603.55	-973,603.55	973,603.55
Total Surplus (Deficit):	0.00	0.00	-973,603.55	-973,603.55	



**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
41 - HCRMA-GENERAL	0.00	0.00	-973,603.55	-973,603.55	973,603.55
Total Surplus (Deficit):	0.00	0.00	-973,603.55	-973,603.55	





Pharr, TX

**Bank Statement Register**

GENERAL OPERATING

Period 1/1/2020 - 1/31/2020

*02/17/2021*

## Bank Statement

Beginning Balance	63,527.02
Plus Debits	179,622.83
Less Credits	134,957.00
Adjustments	0.00
Ending Balance	108,192.85

## General Ledger

Account Balance	90,950.37
Less Outstanding Debits	0.00
Plus Outstanding Credits	17,242.48
Adjustments	0.00
Adjusted Account Balance	108,192.85

Statement Ending Balance	108,192.85
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/08/2020	<u>DEPOSIT 010820</u>	Deposit	FUND 41- PROMILES	10,017.00
01/15/2020	<u>DEPOSIT 011520</u>	Deposit	FUND 41- PROMILES	15,930.00
01/23/2020	<u>DEPOSIT 012320</u>	Deposit	FUND 41- PROMILES	19,278.00
Total Cleared Deposits (3)				45,225.00

## Cleared Checks

Item Date	Reference	Item Type	Description	Amount
12/20/2019	<u>2362</u>	Check	ADVANCE PUBLISHING LLC	-195.00
12/20/2019	<u>2363</u>	Check	COPYZONE	-621.00
Total Cleared Checks (2)				-816.00

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/27/2020	<u>BNK DFT 012720</u>	Bank Draft	FUND 41- TO REC WIRE TXFR	-39,000.00
01/31/2020	<u>DFT0000612</u>	Bank Draft	CITY OF PHARR	-71,343.16
01/31/2020	<u>DFT0000613</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-765.96
01/31/2020	<u>DFT0000614</u>	Bank Draft	CITY OF PHARR	-205.00
01/31/2020	<u>DFT0000615</u>	Bank Draft	CITY OF PHARR	-4,480.00
01/31/2020	<u>DFT0000616</u>	Bank Draft	CITY OF PHARR	-3,740.55
01/31/2020	<u>DFT0000617</u>	Bank Draft	CITY OF PHARR	-655.00
01/31/2020	<u>DFT0000618</u>	Bank Draft	PENA DESIGNS	-200.00
01/31/2020	<u>DFT0000619</u>	Bank Draft	PILAR RODRIGUEZ	-183.31



## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2020	<u>DFT0000620</u>	Bank Draft	CELIA GAONA	-142.31
01/31/2020	<u>DFT0000621</u>	Bank Draft	JOSE CASTILLO	-18.00
01/31/2020	<u>DFT0000622</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-1,286.12
01/31/2020	<u>DFT0000623</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-2,121.59
01/31/2020	<u>DFT0000629</u>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
01/31/2020	<u>MISC 013120</u>	Miscellaneous	FUND 41- WILMINGTON TRUST	134,397.83
Total Cleared Other (15)				256.83

## Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
01/28/2020	<u>2368</u>	Check	CITY OF MCALLEN TAX OFFICE	-47.14
01/28/2020	<u>2369</u>	Check	PABLO (PAUL) VILLARREAL Jr. HIDALGO C	-209.12
01/30/2020	<u>2370</u>	Check	A BETTER WATER SOLUTION	-52.00
01/30/2020	<u>2371</u>	Check	A FAST DELIVERY	-126.00
01/30/2020	<u>2372</u>	Check	COPYZONE	-485.65
01/30/2020	<u>2373</u>	Check	DAHILL	-683.21
01/30/2020	<u>2374</u>	Check	IBTTA	-2,350.00
01/30/2020	<u>2375</u>	Check	OFFICE DEPOT	-217.77
01/30/2020	<u>2376</u>	Check	TML INTERGOVERNMENTAL RISK POOL	-7,127.54
01/30/2020	<u>2377</u>	Check	WILMINGTON TRUST FEE COLLECTIONS	-5,750.00
01/30/2020	<u>2378</u>	Check	XEROX CORPORATION	-194.05
Total Outstanding Checks (11)				-17,242.48





Pharr, TX

## Bank Statement Register

### Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft	14	0.00	-134,141.00	-134,141.00
Check	13	-17,242.48	-816.00	-18,058.48
Deposit	3	0.00	45,225.00	45,225.00
Miscellaneous	1	0.00	134,397.83	134,397.83
		-17,242.48	44,665.83	27,423.35





Pharr, TX

# Bank Statement Register

## POOL INVESTMENTS

Period 1/1/2020 - 1/31/2020

### Bank Statement

Beginning Balance	2,588,605.23
Plus Debits	2,978.23
Less Credits	1,104,081.00
Adjustments	0.00
Ending Balance	1,487,502.46

### General Ledger

Account Balance	1,487,502.46
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,487,502.46

Statement Ending Balance	1,487,502.46
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/14/2020	<u>BNK DFT 011420</u>	Bank Draft	FUND 41- LOGIC	-1,104,081.00
01/31/2020	<u>INTEREST 013120</u>	Interest	FUND 41- LOGIC	2,978.23
Total Cleared Other (2)				-1,101,102.77





Pharr, TX

## Bank Statement Register

### Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft	1	0.00	-1,104,081.00	-1,104,081.00
Interest	1	0.00	2,978.23	2,978.23
		0.00	-1,101,102.77	-1,101,102.77





Pharr, TX

# Balance Sheet

## Account Summary

As Of 01/31/2020

Account	Name	Balance
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>		
<b>Assets</b>		
<u>42-1-1999-000</u>	TRANSFER IN GENERAL FUND	0.00
<u>42-1-4105-000</u>	WILMINGTON-DEBT SERVICE	676,815.66
<u>42-1-4105-001</u>	DEBT SVC - JR LIEN	5,501,664.33
<u>42-1-4114-000</u>	DUE FROM (TO)	0.00
	<b>Total Assets:</b>	<b>6,178,479.99</b>
		<b><u>6,178,479.99</u></b>
<b>Liability</b>		
<u>42-2-4213-005</u>	DUE TO (FROM)	0.00
<u>42-2-4214-006</u>	ACCRUED INTEREST PAY-2013	226,526.04
	<b>Total Liability:</b>	<b>226,526.04</b>
<b>Equity</b>		
<u>42-3-4400-000</u>	FUND BALANCE	4,508,767.72
	<b>Total Beginning Equity:</b>	<b>4,508,767.72</b>
Total Revenue		1,443,186.23
Total Expense		0.00
Revenues Over/Under Expenses		<u>1,443,186.23</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>5,951,953.95</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>6,178,479.99</u></b>





Pharr, TX

# Income Statement Account Summary

For Fiscal: 2020 Period Ending: 01/31/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>					
<b>Revenue</b>					
<u>42-4-1506-000</u>					
INTEREST INCOME	0.00	0.00	373.62	373.62	-373.62
<u>42-4-1506-001</u>					
INTEREST INCOME-JR LIEN	0.00	0.00	7,622.23	7,622.23	-7,622.23
<u>42-4-1999-000</u>					
TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	1,435,190.38	1,435,190.38	-1,435,190.38
Revenue Total:	0.00	0.00	1,443,186.23	1,443,186.23	-1,443,186.23
Fund: 42 - HCRMA-DEBT SERVICE Total:	0.00	0.00	1,443,186.23	1,443,186.23	
Total Surplus (Deficit):	0.00	0.00	1,443,186.23	1,443,186.23	



## Income Statement

For Fiscal: 2020 Period Ending: 01/31/2020

## Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE					
Revenue	0.00	0.00	1,443,186.23	1,443,186.23	-1,443,186.23
Fund: 42 - HCRMA-DEBT SERVICE Total:	0.00	0.00	1,443,186.23	1,443,186.23	-1,443,186.23
Total Surplus (Deficit):	0.00	0.00	1,443,186.23	1,443,186.23	



**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
42 - HCRMA-DEBT SERVICE	0.00	0.00	1,443,186.23	1,443,186.23	-1,443,186.23
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>1,443,186.23</b>	<b>1,443,186.23</b>	





Pharr, TX

# Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 1/1/2020 - 1/31/2020

## Bank Statement

Beginning Balance	345,332.66
Plus Debits	331,483.00
Less Credits	0.00
Adjustments	0.00
Ending Balance	676,815.66

## General Ledger

Account Balance	676,815.66
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	676,815.66

*02/17/2020*

Statement Ending Balance	676,815.66
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2020	<u>MISC 013120</u>	Miscellaneous	FUND 42- WILMINGTON TRUST	331,483.00
Total Cleared Other (1)				331,483.00





Pharr, TX

## Bank Statement Register

### Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Miscellaneous	1	0.00	331,483.00	331,483.00
		0.00	331,483.00	331,483.00





Pharr, TX

# Bank Statement Register

DEBT SVC - JR LIEN

Period 1/1/2020 - 1/31/2020

## Bank Statement

Beginning Balance	4,389,961.10
Plus Debits	1,111,703.23
Less Credits	0.00
Adjustments	0.00
Ending Balance	5,501,664.33

## General Ledger

Account Balance	5,501,664.33
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,501,664.33

*02/17/20*

Statement Ending Balance	5,501,664.33
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-001 DEBT SVC - JR LIEN

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
01/31/2020	<u>DEPOSIT 013120</u>	Deposit	FUND 42- WILMINGTON TRUST	1,104,081.00
Total Cleared Deposits (1)				1,104,081.00

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2020	<u>INTEREST 013120</u>	Interest	FUND 42- LOGIC INTEREST	7,622.23
Total Cleared Other (1)				7,622.23





Pharr, TX

## Bank Statement Register

### Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Deposit	1	0.00	1,104,081.00	1,104,081.00
Interest	1	0.00	7,622.23	7,622.23
		0.00	1,111,703.23	1,111,703.23





Pharr, TX

# Balance Sheet

## Account Summary

As Of 01/31/2020

Account	Name	Balance	
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>			
<b>Assets</b>			
<u>45-1-1102-000</u>	Pool Investment	14,777.25	
<u>45-1-1250-000</u>	A/R Govts.	0.00	
<u>45-1-1267-000</u>	A/R DONNA	0.00	
	<b>Total Assets:</b>	<u>14,777.25</u>	<u><b>14,777.25</b></u>
<b>Liability</b>			
<u>45-2-1212-000</u>	Accounts Payable	89,524.09	
	<b>Total Liability:</b>	<u>89,524.09</u>	
<b>Equity</b>			
<u>45-3-1400-000</u>	Fund Balance	-90,940.34	
	<b>Total Beginning Equity:</b>	<u>-90,940.34</u>	
Total Revenue		39,028.16	
Total Expense		<u>22,834.66</u>	
Revenues Over/Under Expenses		<u>16,193.50</u>	
	<b>Total Equity and Current Surplus (Deficit):</b>	<u>-74,746.84</u>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<u><u><b>14,777.25</b></u></u>





Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2020 Period Ending: 01/31/2020

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>						
<b>Revenue</b>						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	28.16	28.16	-28.16
<u>45-4-1999-000</u>	TRANSFER IN - GENERAL FUND	0.00	0.00	39,000.00	39,000.00	-39,000.00
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>39,028.16</b>	<b>39,028.16</b>	<b>-39,028.16</b>
<b>Expense</b>						
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	22,834.66	22,834.66	-22,834.66
	<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>22,834.66</b>	<b>22,834.66</b>	<b>-22,834.66</b>
	<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>16,193.50</b>	<b>16,193.50</b>	
	<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>16,193.50</b>	<b>16,193.50</b>	



## Income Statement

For Fiscal: 2020 Period Ending: 01/31/2020

## Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND					
Revenue	0.00	0.00	39,028.16	39,028.16	-39,028.16
Expense	0.00	0.00	22,834.66	22,834.66	-22,834.66
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):	0.00	0.00	16,193.50	16,193.50	-16,193.50
Total Surplus (Deficit):	0.00	0.00	16,193.50	16,193.50	



**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
45 - HCRMA - CAP.PROJECTS	0.00	0.00	16,193.50	16,193.50	-16,193.50
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>16,193.50</b>	<b>16,193.50</b>	





Pharr, TX

# Bank Statement Register

Pool Investment

Period 1/1/2020 - 1/31/2020

## Bank Statement

Beginning Balance	15,559.89
Plus Debits	39,028.16
Less Credits	39,810.80
Adjustments	0.00
Ending Balance	14,777.25

## General Ledger

Account Balance	14,777.25
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	14,777.25

*02/17/2020*

Statement Ending Balance	14,777.25
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
01/31/2020	<u>DFT0000624</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-2,600.00
01/31/2020	<u>DFT0000625</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-1,720.00
01/31/2020	<u>DFT0000626</u>	Bank Draft	BLANTON & ASSOCIATES, INC.	-10,531.14
01/31/2020	<u>DFT0000627</u>	Bank Draft	BARRON, ADLER, CLOUGH & ODDO, LLP	-22,834.66
01/31/2020	<u>DFT0000628</u>	Bank Draft	ESCOBEDO & CARDENAS, LLP	-2,125.00
01/31/2020	<u>MISC 013120</u>	Miscellaneous	FUND 45- WILMINGTON TRUST	39,028.16
Total Cleared Other (6)				-782.64





Pharr, TX

## Bank Statement Register

### Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft	5	0.00	-39,810.80	-39,810.80
Miscellaneous	1	0.00	39,028.16	39,028.16
		0.00	-782.64	-782.64



Item 3A



## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/17/20  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  02/25/20  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF RESOLUTION 2020-03 APPROVAL OF AN INTER LOCAL AGREEMENT (ILA) BETWEEN THE HCRMA AND THE CITY OF MISSION TO PROVIDE PROGRAM MANAGEMENT SUPPORT OF THE PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and Approval of ILA between HCRMA and City of Mission.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve Resolution 2020-03 Approval of an Inter Local Agreement (ILA) between the HCRMA and the City of Mission to provide program management support of the proposed Mission/Madero-Reynosa International Border Crossing, as presented.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:   X   Approved      Disapproved      None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
11. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Chief Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved      Disapproved      None





**To:**

# **Memorandum**

**From:**

Pilar Rodriguez, P.E.  
HCRMA, Executive Director

**Date:**

Ramon Navarro, IV, P.E., C.F.M.

**Subject:**

Chief Construction Engineer

February 17, 2020

**APPROVAL OF AN INTER LOCAL AGREEMENT (ILA) BETWEEN THE  
HCRMA AND THE CITY OF MISSION TO PROVIDE PROGRAM  
MANAGEMENT SUPPORT OF THE PROPOSED MISSION/MADERO-  
REYNOSA INTERNATIONAL BORDER CROSSING**

---

## GOAL

Approval and authorization to enter into an Interlocal Agreement with City of Mission for providing (in-kind) professional project management services for subject project. Benefits to Authority, potential for Class I Rail within the ROW pending development of the HCRMA west Loop, Section C; key corridor of independent utility for future industrial development that provides safe east/west movement of traffic to compliment I-2 and a parallel north/south corridor to I-69C in west Hidalgo County.

## HISTORY

The City of Mission is the U.S. Project Sponsor for an existing Presidential Permit for a proposed Mission/Madero-Reynosa International Border Crossing ("border crossing"), which is scheduled to expire in 2021. The City has conducted limited feasibility studies and select right-of-way acquisition in pursuit of the project, including the border crossing and rail component. The City has requested the Authority provide Program Management Support for the environmental clearance of the Project under the National Environmental Protection Act. Proposed Interlocal agreement would allow the HCRMA to assist them with environmental clearance efforts at the proposed Mission/Madero Reynosa International Border Crossing. This agreement allows for oversight on other advanced development work but would require independent WA to commence such work. At the request of the local government, a two-year term [2 YR] and \$2 million consultant cap has been incorporated into agreement language, with all HCRMA work done as an in-kind service.

All work is dependent upon approval of the City of Mission's Council to enter into such agreement; and also contingent upon a Mexican Sponsor committing to executing bi-national actions for proposed development.

## RECOMMENDATION

Staff recommends approval of Interlocal Agreement with City of Mission.



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2020 - 03

APPROVAL OF AN INTER LOCAL AGREEMENT (ILA) BETWEEN THE HCRMA AND  
THE CITY OF MISSION TO PROVIDE PROGRAM MANAGEMENT SUPPORT OF THE  
PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING

THIS RESOLUTION is adopted this 25<sup>th</sup> day of February 2020 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five-year strategic plan;

WHEREAS, on December 27, 2016 the Authority approved the 2017-2021 Strategic Plan Update for the Hidalgo County Loop System, which includes the 365 Tollway Project; and

WHEREAS, the City of Mission recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the Authority will assist the City of Mission in advancing the project; and

WHEREAS, the Authority will provide the City with project management services for development of the proposed Mission/Madero-Reynosa International Bridge Crossing Project; and

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the interlocal agreement with the City of Mission for participation with development of the proposed Mission/Madero-Reynosa International Bridge Crossing Project as part of the Hidalgo County Loop System.
- Section 3. The Board authorizes the Executive Director to execute the interlocal agreement with the City of Mission.

\*\*\*\*\*



PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 25<sup>th</sup> day of February 2020, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Rick Perez, Secretary/Treasurer



## EXHIBIT A

LICENSE AGREEMENT FOR AN INTER LOCAL AGREEMENT (ILA) BETWEEN THE HCRMA  
AND THE CITY OF MISSION TO PROVIDE PROGRAM MANAGEMENT SUPPORT OF THE  
PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING



## INTERLOCAL AGREEMENT

**STATE OF TEXAS**                   §  
**COUNTY OF HIDALGO**           §

This Interlocal Agreement made and entered into effective as of the 26th day of February, 2020, by and among the **CITY OF MISSION**, Texas, a home rule municipality (hereinafter referred to as the “City”), and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as “HCRMA” or the “Authority”), each situated in Hidalgo County in the Rio Grande Valley of Texas.

The initial addresses of the parties, which either party may change by giving written notice of its changed address to the other party, are as follows:

HCRMA  
Pilar Rodriguez  
Executive Director  
PO Box 1776  
Pharr, Texas 78577

City of Mission  
Randy Perez  
City Manager  
1200 E. 8<sup>th</sup> Street  
Mission, Texas 78572

### WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code (the “Texas Interlocal Cooperation Act”) provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity for project development related services; and

WHEREAS, the City and the HCRMA share the goal of improving mobility within the City and throughout the region; and

WHEREAS, the City is the U.S. Project Sponsor for an existing Presidential Permit for a proposed Mission/Madero-Reynosa International Border Crossing (“border crossing”), which is scheduled to expire in 2021; and, the City has conducted limited feasibility studies and select right-of-way acquisition in pursuit of the Madero international bridge project, including the border crossing and rail component (the “Project”) over the last few years; and

WHEREAS, the HCRMA has adopted its Strategic Plan - Capital Improvement Plan 2019-2023 Update - Amended 04/23/19, which includes 365 Toll Segment 4, Section “A” West and Section C (collectively, the “HCRMA Project” or the “West Loop”); and

WHEREAS, the City has requested to partner with the Authority to advance the Project within the aforementioned HCRMA Project corridor; and



WHEREAS, the City has requested the Authority provide Program Management Support for the environmental clearance of the Project under the National Environmental Protection Act; and

WHEREAS, the development of the Project will improve mobility, economic development opportunities, and quality of life in the City and throughout the region; and

WHEREAS, the development of the Project will promote new and expanded business enterprises and development that create or retain primary jobs within the City; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the preliminary development of the Project, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, and further negotiate project development work (the “Advance Project Development Work”) contingent upon the City’s representation that the City shall have the financial resources necessary to fund the approved consultants for such work in full.

NOW, THEREFORE, the City and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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I.	DEFINITIONS.....	4
II.	DUTIES OF THE CITY.....	4
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All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.



IN WITNESS HEREOF, the City of Mission and the Hidalgo County Regional Mobility Authority have made and duly executed this Agreement by authorized parties in multiple copies, each of which is an original.

**CITY OF MISSION**

**HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Armando O’Cana, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Pilar Rodriguez, Executive Director

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Anna Carrillo, City Secretary

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Mission City Attorney

\_\_\_\_\_  
Blakely Fernandez, HCRMA Attorney



## I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

**“Advance Project Development Work”** means any or all of the preparation and submittal of environmental clearance documents, parcel surveys, route studies, preliminary engineering and design, drainage studies, financial feasibility studies, and research for the extension of Presidential Permit, as well as any public involvement and agency coordination required, and other Project development work directly related thereto.

**“Agreement”** means this Interlocal Agreement by and between the HCRMA and the City.

**“Bridge”** means proposed Mission/Madero-Reynosa International Border Crossing that is the subject of the Presidential Permit.

**“City”** means the City of Mission, a home rule municipality.

**“Effective Date”** This Agreement shall be effective as of the date of the last signatory hereto.

**“Environmental Clearance”** means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration that allows the Project to proceed in a feasible manner. Feasibility shall be determined at the sole discretion of the HCRMA.

**“HCRMA”** means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

**“HCRMA Project”** means that certain area identified as 365 Toll Segment 4, Section A (West) and Section C (the “West Loop”) of the HCRMA Capital Improvement Plan as further described in Exhibit B.

**“National Environmental Protection Act”** or **“NEPA”** means 42 U.S.C. Sec. 4321 et seq. (1969).

**“Presidential Permit”** defined as Executive Order 11423, August 16, 1968 (33 Fed. Reg. 11741) states that “...the proper conduct of the foreign relations of the United States requires that executive permission be obtained for the construction and maintenance at the borders of the United States of facilities connecting the United States with a foreign country.” The Presidential Permit, issued in 1978, is anticipated to expire in 2021.

**“Project”** means the Bridge, including the rail component and related facilities.



## II. DUTIES OF THE CITY

- A. Advanced Project Development Work; Funding. As provided in Section III.B below, the City agrees to contract and fund the costs of the Advance Project Development Work and necessary services for establishing feasibility of the Project as provided in this Agreement. The payments shall include all reasonable and direct expenses associated with Advance Project Development Work. The HCRMA shall not be responsible for any associated costs in Exhibit A.
- i. A description of the scope and anticipated costs for the Advance Project Development Work for the feasibility analysis and extension of subject permit is attached as Exhibit A. The costs outlined in Exhibit A are estimates only.
  - ii. The actual cost for Advance Project Development Work may vary from the costs estimated herein. Actual costs will be established through procurement. Prior to entering into any contract for services, the City will agree to be fully obligated to pay for contracted services.
  - iii. The City agrees to facilitate the Advance Project Development Work by providing available data and resources as requested by the HCRMA. This includes access to electronic / hard copy archives of previous studies, right-of-way records, and assistance with right-of-entry to properties to be cleared in the environmental process.
  - iv. The City, by entering this agreement with the HCRMA, attests that a Sponsor on the United Mexican States side of the Project is or will be available to lead the Mexican permitting efforts.
- B. Work Authorizations. To proceed with the Advanced Project Development Work, the City, through the City Manager, shall issue a work authorization (using the form provided in Exhibit C) prior to accruing any expense under Exhibit A. HCRMA shall not begin any work under this Agreement until receipt of a work authorization. Any work performed by HCRMA shall be limited in scope to an issued work authorization.
- i. The City hereby approves Work Authorization #1 attached hereto as Exhibit C-1.

## III. DUTIES OF HCRMA

- A. Program Manager. The HCRMA agrees to serve as the “Program Manager” for the Advance Project Development Work. The HCRMA will prosecute this work as directed by work authorizations issued by the City for services provided in Exhibit A.
- B. Performance of Services. Subject to the terms of this Agreement, the HCRMA shall manage and supervise the Project management services related to the Advance Project Development Work. It is anticipated that the HCRMA will oversee the City’s



procurement for professional services required under the Advance Project Development Work; and, in doing so the HCRMA agrees to abide by all state and federal procurement guidelines for such services. HCRMA shall evaluate respondents and make recommendations to the City for engagement. Similarly the HCRMA will negotiate and make recommendations to the City for related professional services contracts. The HCRMA will also manage the contracts and certify milestones.

C. Contract Management.

- i. On behalf of the City, after receipt of a work authorization, the HCRMA shall manage the procurement, negotiations, and contracts for professional services for Advance Project Development Work. Contracts shall be provided to the City Manager of the City of Mission to be agreed to and authorized by the City Council. The HCRMA shall not be a party to such contracts.
- ii. Unless otherwise stated in Exhibit A and described in a work authorization approved by the City Manager, the HCRMA shall provide Project management services as an in-kind contribution with only direct costs, if any, passed through to the City.
- iii. Unless otherwise agreed to with the City, the HCRMA shall develop and manage task orders under the professional services contracts for the Advance Project Development Work and shall bill payment on task order invoices pursuant to the provisions of the contracts and acceptance of the work submitted to the HCRMA. After preliminary review of task billing is made, copies of task order invoices shall be submitted to the City. Within thirty (30) days of receipt of such copies and certifications, the City shall make payment of the same amount directly to the service provider.
- iv. Payments by the City under this Agreement for Advanced Project Development Work shall not exceed two million dollars (\$2,000,000.00).

D. Audit. The HCRMA will allow the City access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the professional services provided to the HCRMA by its consultants for the Advance Project Development Work.

E. Public Information Requests. If either party receives a Public Information Act (Chapter 552, Texas Government Code) request related to this Agreement or the services hereunder, that party agrees to immediately notify the other. At the request of the City, the HCRMA will process requests made to the City for information deemed public under the Texas Public Information Act related to the services defined in this Agreement in accordance to applicable laws and City and/or HCRMA policies.

#### IV. TERM

This Agreement shall begin on the Effective Date and continue for twenty-four (24) months. The Agreement may be terminated by either party giving the other party prior



written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term.

## **V. MISCELLANEOUS**

### **A. Other Expenses or Services.**

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any party to undertake or not to undertake any other expense or service, except as contemplated by this Agreement or in a separate written instrument executed by the parties.

### **B. Governmental Immunity.**

The parties waive governmental immunity, including specifically immunity from suit, to the extent allowed by law, only to the extent necessary for the other parties to enforce their rights under this Agreement. Except as specifically waived in the preceding sentence, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. None of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

### **C. Force Majeure.**

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, or any other events or circumstances not within the realistic control of the party affected, whether similar or dissimilar to any of the foregoing, such as (but not limited to) federal action or inaction or change in laws or regulations in either the United States of America or the United Mexican States.

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other party within five (5) business days after the occurrence or knowledge of the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

### **D. Entire Agreement.**



This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties with regard to Advance Project Development, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

The Parties find and determine that the City and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective governing bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas.

F. Assignment.

No party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City and HCRMA only.

H. Amendments and Modifications.

This Agreement may not be amended or modified except in writing and executed by the parties to this Agreement and authorized by their respective governing bodies.

I. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.



J. Execution in Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

K. Texas Department of Transportation.

Pursuant to outstanding agreements between the HCRMA and the Texas Department of Transportation, this Agreement may be subject to review by the Texas Department of Transportation.

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**EXHIBIT A**

**PRELIMINARY ESTIMATE OF COST FOR ADVANCE  
PROJECT DEVELOPMENT FOR THE MADERO  
INTERNATIONAL BRIDGE CROSSING**

(as may be amended from time to time by the parties)

Project Management Services	In kind
Environmental Clearance	\$
Public Involvement	\$
Agency Coordination	\$
Parcel Surveys	\$
Route Study	\$
Preliminary Engineering and Design	\$
Drainage Study	\$
Financial Feasibility Study	\$
Extension of Presidential Permit	



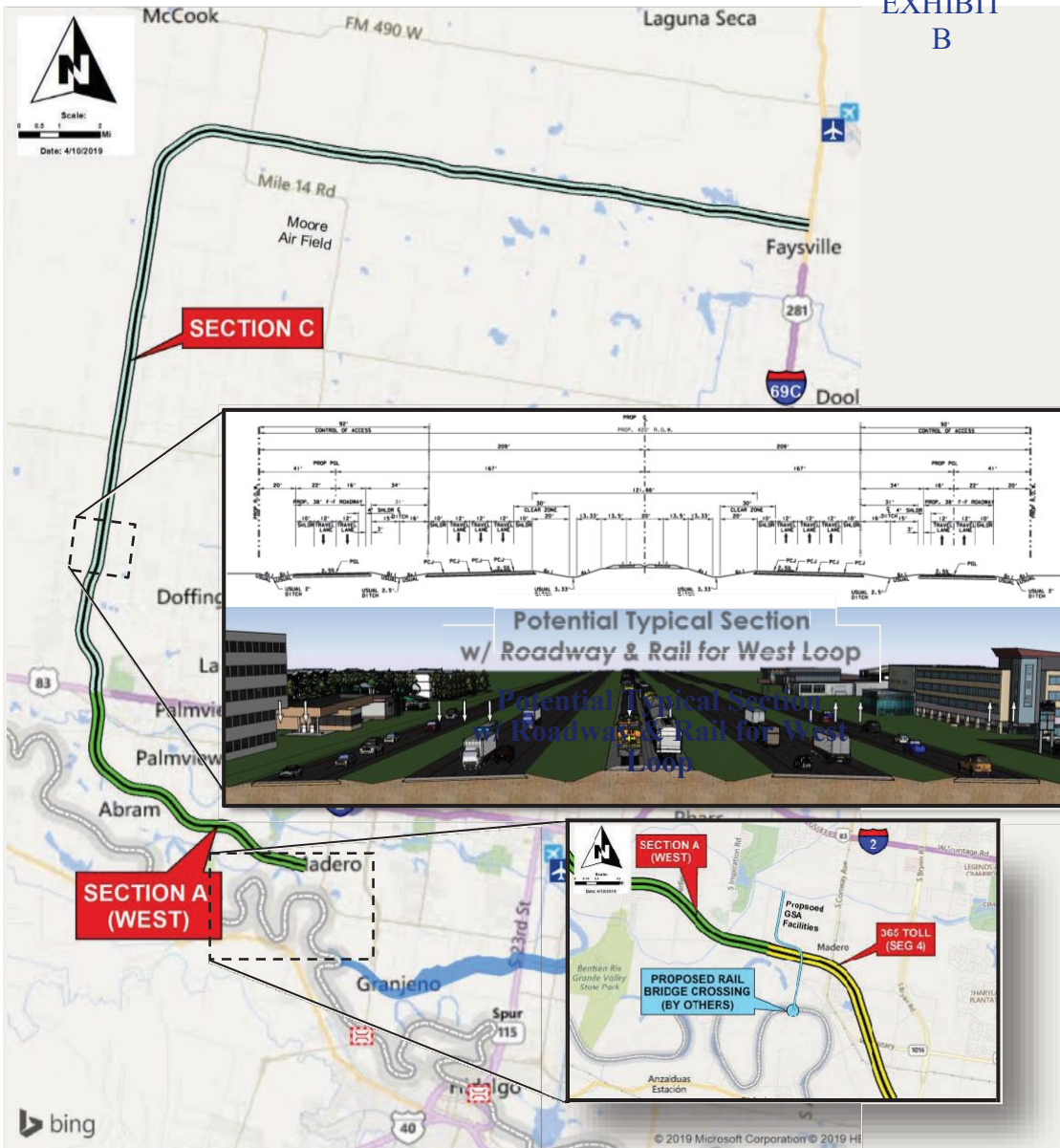
EXHIBIT A - DETAIL



**EXHIBIT B**

**MAP OF HCRMA PROJECT**





## MADERO INTERNATIONAL BRIDGE CROSSING

### DESCRIPTION:

- i. POTENTIAL FOR CLASS I RAIL WITHIN THE ROW PENDING DEVELOPMENTS FOR RAIL CROSSING IN MISSION AREA.
- ▶ KEY CORRIDOR OF INDEPENDENT UTILITY FOR FUTURE INDUSTRIAL DEVELOPMENT THAT PROVIDES: 1) A SAFE EAST/WEST MOVEMENT OF TRAFFIC TO COMPLIMENT I-2; AND 2) A PARALLEL NORTH/SOUTH CORRIDOR TO I-69C IN WEST HIDALGO COUNTY.
- ▶ PROPOSED CONSTRUCTION BEYOND 2035 (LONG TERM) OR AS FUNDING / PARTNERSHIP OPPORTUNITIES DEVELOP.



**EXHIBIT C**

**FORM WORK AUTHORIZATION # \_\_**

**THIS WORK AUTHORIZATION** is made under the Interlocal Agreement dated February 26, 2020 (the “Agreement”) by and between the City of Mission (the “City”) and the Hidalgo County Regional Mobility Authority (the “Authority”).

**PART 1.** The Authority shall perform the following service as may be further described in Exhibit A to the Agreement:

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**PART 2.** The maximum amount payable under this Work Authorization #\_\_ shall not exceed the negotiated contract price with the consultant(s) selected to perform Work. The Authority agrees to provide Project Management Services, including issuing and managing the procurement on behalf of the City, under this Work Authorization as an in-kind service to the City.

**PART 3.** Payment to the consultant(s) under this Work Authorization shall be made in accordance with the Agreement.

**PART 4.** This Work Authorization #\_\_ is effective when executed by both parties and terminates twenty-four (24) months after the effective date of the Agreement or when the Work is complete, whichever occurs first.

**PART 5.** This Work Authorization #\_\_ does not waive the parties’ responsibilities and obligations as established by the Agreement.

**CITY OF MISSION**

**HIDALGO COUNTY  
REGIONAL MOBILITY  
AUTHORITY**

---

Randy Perez, City Manager  
Date:

---

Pilar Rodriguez, Executive Director  
Date:



**EXHIBIT C-1**

**WORK AUTHORIZATION # 1**

**THIS WORK AUTHORIZATION** is made under the Interlocal Agreement dated February 26, 2020 (the “Agreement”) by and between the City of Mission (the “City”) and the Hidalgo County Regional Mobility Authority (the “Authority”).

**PART 1.** The Authority shall perform the following service as may be further described in Exhibit A to the Agreement:

Provide environmental clearance services for the Project, including public involvement and agency coordination the (“Work”); the Authority shall procure for such services on behalf of the City, make a recommendation of a qualified firm or firms; and manage the contract(s) entered into by the City for the Work.

**PART 2.** The maximum amount payable under this Work Authorization #1 shall not exceed the negotiated contract price with the consultant(s) selected to perform Work. The Authority agrees to provide Project Management Services, including issuing and managing the procurement on behalf of the City, under this Work Authorization as an in-kind service to the City.

**PART 3.** Payment to the consultant(s) under this Work Authorization shall be made in accordance with the Agreement.

**PART 4.** This Work Authorization #1 is effective when executed by both parties and terminates twenty-four (24) months after the effective date of the Agreement or when the Work is complete, whichever occurs first.

**PART 5.** This Work Authorization #1 does not waive the parties’ responsibilities and obligations as established by the Agreement.

**CITY OF MISSION**

**HIDALGO COUNTY  
REGIONAL MOBILITY  
AUTHORITY**

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Randy Perez, City Manager  
Date:

---

Pilar Rodriguez, Executive Director  
Date:



**EXHIBIT A**

**PRELIMINARY ESTIMATE OF COST  
FOR ADVANCE PROJECT  
DEVELOPMENT FOR THE MADERO  
INTERNATIONAL BRIDGE  
CROSSING**

(as may be amended from time to time by the parties)



## EXHIBIT A

### Estimated Budget for Environmental Clearance for Mission/Madero–Reynosa International Border Crossing

**PRELIMINARY  
AND SUBJECT  
TO REVISION**

\$ 1,150,000	Environmental Clearance / Constr. Permits:		
\$ 250,000.00	Government Coordinations (US Dept of Justice, GSA, FRA, Homeland Security, IBWC, Mexico Dept. of State, State officials)		
\$ 150,000.00	Evaluation of alternatives and development of preferred alternative for alignment and facility configuration.		
\$ 350,000.00	Environmental Assessment of reasonable alternatives & No-Build, including resources studies and public involvement <sup>(US side)</sup>		
\$ 250,000.00	Cultural Resource Archeological Resources mitigation (US side)		
\$ 150,000.00	USACE / IBWC Permitting applications, and mitigation for Threatened/Endangered Species		
\$ 225,000	Schematic Support (15% design + aerial/topo)		
\$ 125,000	Traffic Projections (Rail)		
<hr/>			
\$ 1,500,000	Contribution by Mission-Madero / Hidalgo Rail Bridge Group		
\$ 250,000	HCRMA in-kind Program Management (2 managers @ 1/4 time for 24 month @ 1.5X multiplier)		
\$ 1,750,000	Total 24 Month Budget:	86%	- Mission/Madero-Reynosa Study Group
		14%	- HCRMA

#### Notes/Caveats:

1. Budget for Good Faith Effort (GFE) to clear the footprint of the project in US with coordination with Mexico Sponsor/Agencies, and assumes a 24-month timeframe. Support for environmental compliance scope and contract conditions for development for Public / Private Partnership (P3) or Concession to Build/Operate/Maintain
2. Rail Bridge after GFE complete.  
Proposal builds upon existing Presidential Permit, and clears the footprint of the project w/ new regulations in US and to meet the Mexican Sponsor's permit/compliance requirements which affect crossing design/operation.
3. Assumes Mission-Madero / Hidalgo Rail Bridge Group continues to hold binational dialogue with stakeholders, agencies, landowners throughout process.

#### Proposed Next Steps:

1. Interlocal Agreement for Program Management of Madero Mission Rail Bridge December 2019 / January 2020 w/ detailed budget / task & time breakout.
2. Kick off meetings with GSA to introduce team / obtain right of entry for field teams to visit the sites on NTP from Mission-Madero / Hidalgo Rail Bridge Group.



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Item 3B



**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3B  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/17/20  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  02/25/20  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-41- APPROVAL OF FINAL CLOSEOUT AND RECONCILIATION TO THE AGREEMENT WITH DCP SOUTH CENTRAL, LLC FOR UTILITY RELOCATION SERVICES ON THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and Approval of Resolution 2019-41 for final close out adjustment.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve Resolution 2019-41 for final close out and reconciliation to the Agreement with DCP South Central, LLC for Utility Relocation services for the 365 Tollway Project, as presented.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:   X   Approved      Disapproved      None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
11. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Chief Construction Engineer's Recommendation:   X   Approved      Disapproved      None
13. Executive Director's Recommendation:   X   Approved      Disapproved      None





**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## Memorandum

**To:** Pilar Rodriguez, P.E.  
HCRMA, Executive Director

**From:** Ramon Navarro, IV, P.E., C.F.M.  
Chief Construction Engineer

**Date:** February 17, 2020

**Subject:** **FINAL CLOSEOUT AND RECONCILIATION TO DCP FOR  
UTILITY RELOCATION SERVICES ON THE 365TOLLWAY**  
**Reimbursable Utility Adjustment U003205** DCP SCT UTILITY  
RELOCATION AGREEMENT 365TOLL RCSJ:3627-01-001  
FROM: Sta. 979+85 TO: Sta. 979+85 Federal Project  
No.:DMO2013(420)  
Hidalgo County

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### GOAL

Approval of final reconciliation for reimbursement of 8" high pressure gas line adjustment to DCP South Central. Work was conducted within scheduled time and net increase of \$5,067.50 over budget.

### HISTORY

Planned construction on the above project required that utilities, "In Conflict", be relocated or adjusted due to existing elevation conflicts. This utility adjustment consisted of approximately 311 feet of 8-inch pipeline to be exposed, removed and new line set to depth. The pipeline crosses skewed to the proposed alignments at approximate Sta. 979+84.60. Facilities were installed in accordance with the UAR (Utility Accommodation Rules).

DCP South Central Texas, LLC submitted an original estimate of \$173,980.69 [5.28.19]. Prior to mobilization total estimated cost for \$186,397.00 for this adjustment were submitted to include necessary Field Engineering Services [FieldLink 7.18.19]. This adjustment is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location because it holds an easement, or another real property interest, therefore the eligibility ratio is 100%. There is no declared salvage; nor betterment for this adjustment.

All work has been reviewed, inspected and approved by the HCRMA Construction Division. Final quantities and participation are based on the costs of actual work performed. All parties are in concurrence. Total reimbursement due is \$179,048.19

### RECOMMENDATION

Staff recommends final payment of \$179,048.19 to DCP South Central Texas. The project shall be submitted to record for official final acceptance and closeout.



**STANDARD UTILITY AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 1 TO U- 0032-052**

District: PHARR  
Federal Project No.: DMO 2013(420)  
ROW CSJ: 3627-01-001  
Proposed Highway Project Letting Date: AUGUST 2020

County: HIDALGO  
Highway: 365TOLL  
From: STA.979+85  
To: STA.979+85

**THIS SUPPLEMENTAL AGREEMENT** by and between the Hidalgo County Regional Mobility Authority ("HCRMA") and DCP SOUTH CENTRAL TEXAS LLC ("Utility") shall be effective upon the date of acceptance and execution by and on behalf of the **Authority**.

**WHEREAS**, the HCRMA and **Utility** executed a Standard Utility Agreement on 09.12.2019 concerning the adjustment, relocation or removal of certain of **Utility's** facilities;

**WHEREAS**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**WHEREAS**, due to newly discovered information by the **Utility** deemed sufficient by the HCRMA, the **Authority** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

**WHEREAS**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: Professional Engineering Services, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

**NOW, THEREFORE, BE IT AGREED:**

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased/decreased** to a total of **\$179,048.19**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

\_\_\_\_\_  
Initial      Date  
TxDOT

TLH      12/10/19  
Initial      Date  
Utility



UTILITY

Utility: DCP South Central Texas LLC  
Name of Utility  
By: Travis L. Hammons  
Authorized Signature  
Travis L. Hammons  
Print or Type Name  
Title: Attorney-in-Fact  
Date: December 10, 2019

EXECUTION RECOMMENDED

Hidalgo County Regional Mobility Authority  
By: \_\_\_\_\_  
Authorized Signature  
Pilar Rodriguez  
Print or Type Name  
Title: Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Initial Date  
TxDOT

TLH 12/10/19  
Initial Date  
Utility



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2019-41

APPROVAL FOR FINAL CLOSEOUT AND RECONCILIATION  
TO THE AGREEMENT WITH DCP SOUTH CENTRAL, LLC FOR  
UTILITY RELOCATION SERVICES ON THE 365 TOLLWAY  
PROJECT

THIS RESOLUTION is adopted this 25<sup>th</sup> day of February, 2020 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, the Authority approved Resolution 2019-24 Approval of a Utility Relocation Agreement with DCP Midstream for the 365 Tollway Project in the amount of \$173,980.69; and

WHEREAS, DCP South Central Texas, LLC submitted an original estimate of \$173,980.69 [5.28.2019]. Prior to mobilization total estimated cost for \$186,397.00 for this adjustment were submitted to include necessary Field Engineering Services [FieldLink 7.18.2019]; and

WHEREAS, DCP South Central Texas, LLC This adjustment is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 100%. There is no declared salvage; nor betterment for this adjustment; and

WHEREAS, the Authority finds it necessary to approve Resolution 2019-41 approval for final closeout and reconciliation to the agreement with DCP South Central, LLC for Utility Relocation on the 365 Tollway Project in the final payment amount of \$179,048.19.



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

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2019-41 for final close out and reconciliation for the agreement with DCP South Central Texas, LLC in the amount of \$179,048.19.

Section 3. The Board hereby authorized of the DCP South Central Texas, LLC agreement in substantially the form as the document attached hereto as Exhibit A and authorizes the Executive Director to execute the agreement upon final review and approval of legal counsel.

• • • • •



PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE  
BOAD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY AT A REGULAR MEETING on the 25<sup>th</sup> day of February 2020, at  
which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Rick Perez, Secretary/Treasurer



EXHIBIT A  
AGREEMENT  
BETWEEN  
DCP MIDSTREAM  
AND  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
FOR  
UTILITY RELOCATION  
OF  
365 TOLLWAY PROJECT



DCP Payment Information to Strike regarding project 710002587 ~~TX DOT~~ 365 Toll Rd  
 DCP Contact: Travis Hammons, 713-735-5653

ACH Payment to Strike 11/21/2019 \$ 2,750.00  
 ACH Payment to Strike 11/21/2019 \$160,777.19  
 Use Tax Accrued \$ 10,852.46  
 Total Costs Strike \$174,379.65

ORACLE Welcome on Production Navigator Search

### Vouchers For a Payment

Back To Payment Inquiry

Bank Name JPMorgan Chase Bank, N.A.  
 Bank Account # \*\*\*\*\*5196

Pay Cycle AP\_ACH Seq Num 2181  
 Supplier Name STRIKE LLC DBA STRIKE CONSTRUCTION LLC  
 Address 1800 HUGHES LANDING BLVD  
 SUITE 500  
 THE WOODLANDS TX 77380 USA

Payment Amount 279,057.65 USD Payment Method ACH  
 Description

Pymnt Ref ID 0000270117  
 Accounting Date 11/20/2019  
 Payment Date 11/21/2019  
 Days Outstanding 11  
 Payment Clear Date  
 Reconcile Date  
 Value Date 11/21/2019

Details

Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency
45000	04349558	1	10/22/2019	F00171137	2,750.00	2,750.00	USD
45000	04349287	1	10/22/2019	F00171125	115,530.46	\$115,530.46 not applicable to project 710002587	
45000	04349286	1	10/22/2019	F00171124	160,777.19	160,777.19	USD

ORACLE Welcome on Production Vouchers Search

Summary Related Documents Invoice Information Payments Voucher Attributes Error Summary

Business Unit 45000 Invoice No F00171137  
 Voucher ID 04349558 Accounting Date 10/22/2019  
 Voucher Style Regular Voucher \*Pay Terms NET30  
 Invoice Date 10/22/2019 Basis Date Type Inv Date  
 Invoice Received Tax Exempt

STRIKE LLC DBA STRIKE CONSTRUCTION LLC

Supplier ID 0000103707  
 ShortName STRIKE LLC-001  
 Location ACH2  
 \*Address 1

AdHoc Approver:

Invoice Total

Line Total	2,750.00
*Currency	USD
Miscellaneous	
Freight	
Sales Tax	
Use Tax	0.00
Total	2,750.00
Difference	0.00

ORACLE Welcome on Production Vouchers Search

Summary Related Documents Invoice Information Payments Voucher Attributes Error Summary

Business Unit 45000 Invoice No F00171124  
 Voucher ID 04349286 Accounting Date 10/22/2019  
 Voucher Style Regular Voucher \*Pay Terms NET30  
 Invoice Date 10/22/2019 Basis Date Type Inv Date  
 Invoice Received Tax Exempt

STRIKE LLC DBA STRIKE CONSTRUCTION LLC

Supplier ID 0000103707  
 ShortName STRIKE LLC-001  
 Location ACH2  
 \*Address 1

Invoice Total

Line Total	160,777.19
*Currency	USD
Miscellaneous	
Freight	
Sales Tax	
Use Tax	10,852.46
Total	160,777.19
Difference	0.00

31-325-2200



DCP Payment Information to Expro Americas regarding project 710002587 TX DOT 365 Toll Rd  
 DCP Contact: Travis Hammons, 713-735-5653

ACH Payment to Expro Americas 11/22/2019 \$15,521.00  
 Use Tax Accrued \$ 1,047.67  
 Total Costs Expro Americas \$16,568.67

**ORACLE** Welcome on Production Vouchers Search

### Vouchers For a Payment

Back To Payment Inquiry

Bank Name JPMorgan Chase Bank, N.A.  
 Bank Account # \*\*\*\*\*5196

Pay Cycle AP\_ACH Seq Num 2182  
 Supplier Name EXPRO AMERICAS LLC  
 Address DEP 2080  
 PO BOX 122080  
 DALLAS TX 75312- USA  
 2080

Payment Amount 15,521.00 USD Payment Method ACH

Description

Pymnt Ref ID 0000270272  
 Accounting Date 11/21/2019  
 Payment Date 11/22/2019  
 Days Outstanding 10  
 Payment Clear Date  
 Reconcile Date  
 Value Date 11/22/2019

**Details**

Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency
45000	04351385	1	10/24/2019	90340157	15,521.00	15,521.00	USD

**ORACLE** Welcome on Production Vouchers Search

Summary Related Documents Invoice Information Payments Voucher Attributes Error Summary

Business Unit 45000  
 Voucher ID 04351385  
 Voucher Style Regular Voucher  
 Invoice Date 10/24/2019  
 Invoice Received

Supplier ID 0000154367  
 ShortName EXPROAMERI-001  
 Location ACH  
 \*Address 1  
 AdHoc Approver:

Invoice No 90340157  
 Accounting Date 10/28/2019  
 \*Pay Terms NET30  
 Basis Date Type Inv Date  
☐ Tax Exempt

NET 30

**Invoice Total**

Line Total	15,521.00
*Currency	USD
Miscellaneous	<input type="text"/>
Freight	<input type="text"/>
Sales Tax	<input type="text"/>
Use Tax	1,047.67
Total	15,521.00
Difference	0.00



## PROJECT COST - DCP MIDSTREAM

ESTIMATED BY: Frank Garcia		COUNTY: Hidalgo		INVOICE #	TOTAL COST
TRACKING # 710002587		STATE: TEXAS			
RC-CODE H232		SYSTEM: MJ-1-1			
QUANTITY	PO#	Cost	DESCRIPTION		
1	518332	\$160,777.19	Construction / Strike	F00171124	\$160,777.19
1	522874	\$2,750.00	Vacuum Truck	F00171137	\$2,750.00
1	521801	\$15,521.00	Flare / Expro	90340157	\$15,521.00
1		\$6,727.00	Link Field <i>EXPLOSION</i>		\$6,727.00
1		\$0.00			\$0.00
					\$-
					\$-
					\$-

REQUEST

- Look PO? \$6,727.00. Need ocp post  
Need encumbr/perm

SUB TOTAL	\$185,775.19
CONTINGENCY 0%	\$0.00
<b>PROJECT TOTAL</b>	<b>\$185,775.19</b>

173,980.69

AS BUT

13000  
 - SNOWE \$ 2750 VACUUM TRUCK  
 - SNOWE \$ 16,777.19 CONSTRUCTION/MATERIALS  
 - GAPS \$ 15,521.00 FURFOLD OPERATING  
 \$ 174,048.19

Dec. 26<sup>th</sup> 89, 524.10  
 Dec. 27<sup>th</sup> 89, 524.09

10/22/2017  
C. J. Smith  
2017  
10/22/2017





## INVOICE

JH 11/21/19  
# 04 84 9286

Invoice No: F00171124  
Invoice Date: October 22, 2019  
Payment Terms: Net 30  
Contract No:  
Reference: 104-190031 DCP toll road relocation

Location: HIDALGO, TX  
PO: FSP01-0000521800  
AFE: 710002587  
WO:  
Other: H232 / MSA-SD-03-350

To: DCP South Central Texas, LLC  
c/o Accounts Payable (AP)  
370 17th Street, Suite 2500  
Denver, Colorado 80202

Remit To: Strike, LLC  
PO Box 844338  
Dallas, TX 75284-4338  
Or  
Bank of America  
Wire: ABA #026009593  
ACH: ABA #111000012  
Strike, LLC  
Account #4451217749

Description: BILLING FOR WORK COMPLETED ON THE DCP TOLL ROAD RELOCATE BILLING PERIOD 09/30 - 10/31/2018

Description	Quantity	Unit Price	Total
PO LINE 1-1 :: TOTAL SERVICES	1.0000	\$160,777.1900	\$160,777.19
			\$160,777.19
Non-taxable Subtotal including any Discounts			\$160,777.19
Taxable Subtotal including any Discounts			\$0.00
Sales Tax :: State Of Texas- 440000000 :: 6.25%			\$0.00
Sales Tax Subtotal			\$0.00
Total Invoice Due:			\$160,777.19



Project: DCP-Toll Rd Relocate  
Work Order: PO: FSP01-0000521800  
AFE: 710002587

Strike Job #: 104-190031-80  
BS Sheet: 1  
Date: 10/21/2019

Item

100% PROJECT COMPLETION

Approval Signature: Frank Marcia  
Date: 10-21-2019

TOTAL PROJECT

\$160,777.19

Draw 2	Total
100%	To Date

\$ 160,777.19	\$ 160,777.19
---------------	---------------

Total Work To Date	\$	160,777.19
Less Previous Payments	\$	
Amount Due	\$	160,777.19

RHT  
11/19/19









## INVOICE

JH 11/21/19  
# 04 34 9558

**Invoice No:** F00171137  
**Invoice Date:** October 22, 2019  
**Payment Terms:** Net 30  
**Contract No:**  
**Reference:** 104-190031: DCP toll road relocation

**Location:** HIDALGO, TX  
**PO:** FSP01-0000522874  
**AFE:** 710002587  
**WO:**  
**Other:** H232 / MSA-SD-03-350

**To:** DCP South Central Texas, LLC  
c/o Accounts Payable (AP)  
370 17th Street, Suite 2500  
Denver, Colorado 80202

**Remit To:** Strike, LLC  
PO Box 844338  
Dallas, TX 75284-4338

**Or**

**Wire:** Bank of America  
ABA #026009593  
**ACH:** ABA #111000012  
Strike, LLC  
Account #4451217749

**Description:** BILLING FOR WORK COMPLETED ON THE DCP TOLL ROAD RELOCATE. BILLING PERIOD 09/16 - 10/31/2019.

Description	Quantity	Unit Price	Total
PO LINE 1-1 :: TOTAL SERVICES	1.0000	\$2,750.0000	\$2,750.00
			\$2,750.00

Non-taxable Subtotal including any Discounts \$2,750.00

Taxable Subtotal including any Discounts \$0.00

Sales Tax :: State Of Texas- 440000000 :: 6.25% \$0.00

Sales Tax Subtotal \$0.00

**Total Invoice Due:** \$2,750.00

VACUUM TRUCK?

RINZ  
11/20/19





# Purchase Order

Page: 1 of 4

## DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
Purchase Order	Date	Revision-Date
FSP01-0000522874	09/20/2019	
Payment Terms	Freight Terms	Ship Via
NET 30	See Detail Below	See Detail Below
Buyer	Phone	Currency
Kite, Karissa	303 605 1719	USD
KKite@dcpmidstream.com		

Vendor: 0000103707  
STRIKE LLC DBA STRIKE CONSTRUCTION  
LLC  
1800 HUGHES LANDING BLVD  
SUITE 500  
THE WOODLANDS TX 77380  
United States

Ship To: FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

Bill To: DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

Attn To: Garcia, Frank J

RC: H232  
Project/AFE: 710002587

Comments / Scope: Scope: Provide vacuum truck at tie-ins for disposal of any possible liquids in the line

Start Date: 9/16/19

End Date: 10/31/10

Location: La Gloria 710002587 365 Toll Road

DCP Midstream Contact: Frank Garcia, phone: 361-296-4475

Vendor Contact: Juan Salinas, phone: 832-794-8048

MSA-SD-03-350

Comments:

VACUUM TRUCK

Line-Sch	Description	Vendor Item#	Due Date	QTY	UOM	Unit Price USD	Extended Amt USD
1 - 1	TOTAL SERVICES		10/31/2019	1.00	AMO	2,750.00	2,750.00

DIST: 1

### Chartfields

Status	%	PO Qty	Amount
Open	100	1.00	2,750.00

GLBU	Account	RC_TO	Cost Category
45833	0501000	H232	52003

PCBU	Project	Activity	Srce Type	Category	Subcategory
45833	710002587	GENERAL	SRVCE	CONTR	ENVR5

Schedule Total 1.00 2,750.00

Ship To Comments:

DCP Item #:SERVICES

Contract ID: MSA-SD-03-350

Item Total 1.00

2,750.00

Authorized Signature

Ron Engel, VP Operations Services





## Purchase Order

Page: 2 of 4

### DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
<b>Purchase Order</b>	<b>Date</b>	<b>Revision-Date</b>
FSP01-0000522874	09/20/2019	
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
NET 30	See Detail Below	See Detail Below
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>
Kite, Karissa KKite@dcpmidstream.com	303 605 1719	USD

**Vendor:** 0000103707  
STRIKE LLC DBA STRIKE CONSTRUCTION  
LLC  
1800 HUGHES LANDING BLVD  
SUITE 500  
THE WOODLANDS TX 77380  
United States

**Ship To:** FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

**Bill To:** DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

**Attn To:** Garcia, Frank J

**RC:** H232  
**Project/AFE:** 710002587

Line- Sch	Description	Vendor Item#	Due Date	QTY	UOM	Unit Price USD	Extended Amt USD
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Total PO Amount **2,750.00**

Authorized Signature

Ron Engel, VP Operations Services





## Purchase Order

Page: 3 of 4

### DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
Purchase Order	Date	Revision-Date
FSP01-0000522874	09/20/2019	
Payment Terms	Freight Terms	Ship Via
NET 30	See Detail Below	See Detail Below
Buyer	Phone	Currency
Kite, Karissa	303 605 1719	USD
KKite@dcpmidstream.com		

Vendor: 0000103707  
STRIKE LLC DBA STRIKE CONSTRUCTION  
LLC  
1800 HUGHES LANDING BLVD  
SUITE 500  
THE WOODLANDS TX 77380  
United States

Ship To: FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

Bill To: DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

Attn To: Garcia, Frank J

RC: H232  
Project/AFE: 710002587

### DCP Operating Company, LP

#### Applicability:

This Purchase Order (as further defined in the Terms, the "PO") is governed by the Terms and Conditions of Purchase available at Buyer's website <http://www.dcpmidstream.com/contact-us/supply-chain> or attached hereto (the "Terms"). Vendor shall be deemed to have irrevocably accepted the Terms upon the earliest of Vendor's (a) acceptance of the PO as set forth below, (b) shipment or delivery of a Good or performance of a Service, or (c) acceptance of any payment made by Buyer for Goods or Services; provided, however, that Buyer shall not be obligated to pay for the Goods or Services until Vendor has indicated its acceptance of the PO as set forth below. Notwithstanding the foregoing, if Buyer and Vendor have executed and delivered a master agreement governing the purchase and sale of the Goods or provision of the Services (a "Master Agreement"), the Master Agreement shall govern in lieu of the Terms.

Vendor shall accept or reject the PO within 24 hours after receipt thereof by delivering a notice of acceptance to Buyer, which notice shall include Vendor's promise ship date for Goods.

If a conflict exists among the terms and conditions contained in the Terms, the details (the "Specific Details") contained on the face of this PO (the "PO Face"), and Buyer's Policies, the terms and conditions shall control in the following order of priority: (I) the Specific Details, (II) the Terms, and (III) Buyer's Policies. If a conflict exists between the Terms attached to a PO Face and the Terms available on Buyer's website as of the date of the PO, the Terms available on Buyer's website shall control. Words used with initial-capitalized letters on the PO Face shall have the meanings given to them in the Terms.

#### Shipment:

Unless otherwise specified in the Specific Details, Vendor shall (a) pack, mark, label, document, and ship Goods to the location specified in the Specific Details in accordance with Applicable Law and Buyer's Freight Guide available on Buyer's website and in effect as of the date of shipment, or if Buyer's Freight Guide is not available, in such a manner as may be required for the protection of Goods from damage or destruction of hazards during shipping and delivery and using labels and tags containing adequate and accurate information with respect to use, safety, and treatment of Goods, and (b) if Vendor is responsible for shipment, ship Goods using ground transportation. If Goods are delivered F.O.B. Vendor's facility, title and risk of loss and damage to Goods shall transfer to Buyer upon the earlier of delivery of Goods to Buyer's designated carrier or Buyer taking possession of the Goods, in each case, at Vendor's facility. If Goods are delivered F.O.B. Buyer's Site, title and risk of loss and damage to Goods shall transfer to Buyer upon Vendor's or its carrier's delivery of the Goods to Buyer's designated location.

**Small Packages/Parcels and Less than Truckload Orders:** For small packages and parcels and less than truckload orders, unless otherwise stated in the Specific Details, Vendor shall (a) deliver Goods F.O.B. Buyer's Site, Freight Prepay and Add, (b) not charge Buyer for any insurance costs relating to the transportation, shipment, and delivery of the Goods, (c) prepay the transportation charges and add such charges to the invoice to Buyer, (d) use the means and routes of transportation selected by Vendor, and (e) within 24 hours after shipment of the Goods from Vendor's facility, notify Buyer by electronic mail of the date the Goods were shipped, the name and type of the carrier, the tracking number and the estimated date of arrival of the Goods at Buyer's Site. For purposes of this Subsection, "small packages and parcels" means packages and parcels that weigh less than 150 pounds and that are less than 165 inches length plus width plus height, and "less than truckload orders" means orders that weigh more than 151 pounds or that are greater than 165 inches length plus width plus height, but that do not fill an entire truck.

Authorized Signature

Ron Engel, VP Operations Services





## Purchase Order

Page: 4 of 4

### DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
<b>Purchase Order</b> FSP01-0000522874	<b>Date</b> 09/20/2019	<b>Revision-Date</b>
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> See Detail Below	<b>Ship Via</b> See Detail Below
<b>Buyer</b> Kite, Karissa KKite@dcpmidstream.com	<b>Phone</b> 303 605 1719	<b>Currency</b> USD

**Vendor:** 0000103707  
STRIKE LLC DBA STRIKE CONSTRUCTION  
LLC  
1800 HUGHES LANDING BLVD  
SUITE 500  
THE WOODLANDS TX 77380  
United States

**Ship To:** FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

**Bill To:** DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

**Attn To:** Garcia, Frank J

**RC:** H232  
**Project/AFE:** 710002587

**Truckload Orders:** For truckload orders, unless otherwise stated in the Specific Details, Vendor shall (a) deliver Goods F.O.B. Vendor's facility, (b) contact Buyer's logistics department at 713-735-3854 or [dcplogistics@dcpmidstream.com](mailto:dcplogistics@dcpmidstream.com) for shipment and delivery coordination at least two weeks prior to the Goods being ready for shipment and provide Buyer's logistics coordinator with the following information: (i) the PO number and line numbers, (ii) the estimated number of Goods, (iii) the weight and dimensions of the Goods, (iv) the loading address, (v) the contact information of an authorized representative of Vendor who will be at the loading address on the date of loading and shipment, and (vi) the estimated shipping date, (c) load Goods at Vendor's facility, and (d) arrange for crane or other applicable equipment necessary to load Goods at Vendor's facility on to the vehicle, rail, car, or other carrier designated by Buyer. Vendor shall not invoice Buyer for transportation or shipping of truckload orders.

#### Invoices:

Vendor's invoices shall (a) contain the PO number, (b) reference the PO line number, (c) have invoice line items that match the PO line items, and (d) be due 30 days after delivery thereof. If Buyer disputes amounts set forth in an invoice, Buyer may withhold and offset payment of the disputed amount, and the parties shall promptly use commercially reasonable efforts to resolve the dispute. Buyer shall not be obligated to pay any amount set forth in an invoice delivered more than 90 days after the date on which the Services or Goods referenced in the invoice were performed or delivered, as applicable. If Buyer pays an invoice within 15 days after delivery thereof, Vendor shall provide a discount equal to two (2) percent of the amount of the invoice. If a dispute occurs concerning an invoice, the deadline for payment of an invoice and receipt of an early payment discount set forth in this Subsection shall be determined using the date of delivery of the correct invoice and not the date of delivery of the incorrect invoice. Buyer's payment of an invoice does not constitute acceptance of Goods or Services.

#### Existence of Master Agreement; Use of this PO in lieu of Service Work Order, Statement of Work, or Other Similar Supplemental Master Agreement Document.

If Buyer and Vendor have executed and delivered a Master Agreement governing the purchase and sale of the Goods or provision of the Services (a "Master Agreement"), the Master Agreement shall govern in lieu of the Terms. NOTE: In the event that this PO is used in a Services transaction in lieu of a Service Work Order, Statement of Work, or other similar supplemental contract document, additional terms applicable to such Services transaction are set forth in Sections C.9 and D.13 of Buyer's Terms and Conditions of Purchase available upon request or at <http://www.dcpmidstream.com/contact-us/supply-chain>.

Authorized Signature

Ron Engel, VP Operations Services





# Purchase Order

Page: 1 of 4

## DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
Purchase Order	Date	Revision-Date
FSP01-0000521801	09/13/2019	
Payment Terms	Freight Terms	Ship Via
NET 30	See Detail Below	See Detail Below
Buyer	Phone	Currency
Kite, Karissa	303 605 1719	USD
KKite@dcpmidstream.com		

Vendor: 0000154367  
EXPRO AMERICAS LLC  
DEP 2080  
PO BOX 122080  
DALLAS TX 75312-2080  
United States

Ship To: FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

Bill To: DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

Attn To: Garcia, Frank J

RC: H232  
Project/AFE: 710002587

Comments / Scope: Scope: Blow down 7 miles of 8" rich natural gas line to zero psi. Condensate will be sent to frac tanks

Start Date: 9/16/19

End Date: 10/31/19

Location: La Gloria 710002587 MJ-1-1 365 Toll Way Project

DCP Midstream Contact: Frank Garcia, phone: 361-296-4475

Vendor Contact: Rick Hudson, phone: 361-537-5135

Comments:

Line-Sch	Description	Vendor Item#	Due Date	QTY	UOM	Unit Price USD	Extended Amt USD
1 - 1	TOTAL SERVICES		10/31/2019	1.00	AMO	14,653.50	14,653.50

DIST: 1

### Chartfields

Status	%	PO Qty	Amount
Open	100	1.00	14,653.50

GLBU	Account	RC_TO	Cost Category
45833	0501000	H232	60026

PCBU	Project	Activity	Srcce Type	Category	Subcategory
45833	710002587	GENERAL	SRVCE	CONTR	XMSOS

Schedule Total 1.00 14,653.50

Ship To Comments:

DCP Item #:SERVICES

Item Total 1.00 14,653.50

Authorized Signature

Ron Engel, VP Operations Services





## Purchase Order

Page: 2 of 4

### DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
<b>Purchase Order</b>	<b>Date</b>	<b>Revision-Date</b>
FSP01-0000521801	09/13/2019	
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
NET 30	See Detail Below	See Detail Below
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>
Kite, Karissa KKite@dcpmidstream.com	303 605 1719	USD

**Vendor:** 0000154367  
EXPRO AMERICAS LLC  
DEP 2080  
PO BOX 122080  
DALLAS TX 75312-2080  
United States

**Ship To:** FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

**Bill To:** DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

**Attn To:** Garcia, Frank J

**RC:** H232  
**Project/AFE:** 710002587

Line-Sch	Description	Vendor Item#	Due Date	QTY	UOM	Unit Price USD	Extended Amt USD
----------	-------------	--------------	----------	-----	-----	-------------------	---------------------

**Estimated Tax** 989.11

**Total PO Amount** 14,653.50

Authorized Signature

Ron Engel, VP Operations Services





## Purchase Order

Page: 3 of 4

### DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
<b>Purchase Order</b> FSP01-0000521801	<b>Date</b> 09/13/2019	<b>Revision-Date</b>
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> See Detail Below	<b>Ship Via</b> See Detail Below
<b>Buyer</b> Kite, Karissa KKite@dcpmidstream.com	<b>Phone</b> 303 605 1719	<b>Currency</b> USD

**Vendor:** 0000154367  
EXPRO AMERICAS LLC  
DEP 2080  
PO BOX 122080  
DALLAS TX 75312-2080  
United States

**Ship To:** FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

**Bill To:** DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

**Attn To:** Garcia, Frank J

**RC:** H232  
**Project/AFE:** 710002587

### DCP Operating Company, LP

#### Applicability:

This Purchase Order (as further defined in the Terms, the "PO") is governed by the Terms and Conditions of Purchase available at Buyer's website <http://www.dcpmidstream.com/contact-us/supply-chain> or attached hereto (the "Terms"). Vendor shall be deemed to have irrevocably accepted the Terms upon the earliest of Vendor's (a) acceptance of the PO as set forth below, (b) shipment or delivery of a Good or performance of a Service, or (c) acceptance of any payment made by Buyer for Goods or Services; provided, however, that Buyer shall not be obligated to pay for the Goods or Services until Vendor has indicated its acceptance of the PO as set forth below. Notwithstanding the foregoing, if Buyer and Vendor have executed and delivered a master agreement governing the purchase and sale of the Goods or provision of the Services (a "Master Agreement"), the Master Agreement shall govern in lieu of the Terms.

Vendor shall accept or reject the PO within 24 hours after receipt thereof by delivering a notice of acceptance to Buyer, which notice shall include Vendor's promise ship date for Goods.

If a conflict exists among the terms and conditions contained in the Terms, the details (the "Specific Details") contained on the face of this PO (the "PO Face"), and Buyer's Policies, the terms and conditions shall control in the following order of priority: (I) the Specific Details, (II) the Terms, and (III) Buyer's Policies. If a conflict exists between the Terms attached to a PO Face and the Terms available on Buyer's website as of the date of the PO, the Terms available on Buyer's website shall control. Words used with initial-capitalized letters on the PO Face shall have the meanings given to them in the Terms.

#### Shipment:

Unless otherwise specified in the Specific Details, Vendor shall (a) pack, mark, label, document, and ship Goods to the location specified in the Specific Details in accordance with Applicable Law and Buyer's Freight Guide available on Buyer's website and in effect as of the date of shipment, or if Buyer's Freight Guide is not available, in such a manner as may be required for the protection of Goods from damage or destruction of hazards during shipping and delivery and using labels and tags containing adequate and accurate information with respect to use, safety, and treatment of Goods, and (b) if Vendor is responsible for shipment, ship Goods using ground transportation. If Goods are delivered F.O.B. Vendor's facility, title and risk of loss and damage to Goods shall transfer to Buyer upon the earlier of delivery of Goods to Buyer's designated carrier or Buyer taking possession of the Goods, in each case, at Vendor's facility. If Goods are delivered F.O.B. Buyer's Site, title and risk of loss and damage to Goods shall transfer to Buyer upon Vendor's or its carrier's delivery of the Goods to Buyer's designated location.

**Small Packages/Parcels and Less than Truckload Orders:** For small packages and parcels and less than truckload orders, unless otherwise stated in the Specific Details, Vendor shall (a) deliver Goods F.O.B. Buyer's Site, Freight Prepay and Add, (b) not charge Buyer for any insurance costs relating to the transportation, shipment, and delivery of the Goods, (c) prepay the transportation charges and add such charges to the invoice to Buyer, (d) use the means and routes of transportation selected by Vendor, and (e) within 24 hours after shipment of the Goods from Vendor's facility, notify Buyer by electronic mail of the date the Goods were shipped, the name and type of the carrier, the tracking number and the estimated date of arrival of the Goods at Buyer's Site. For purposes of this Subsection, "small packages and parcels" means packages and parcels that weigh less than 150 pounds and that are less than 165 inches length plus width plus height, and "less than truckload orders" means orders that weigh more than 151 pounds or that are greater than 165 inches length plus width plus height, but that do not fill an entire truck.

Authorized Signature

Ron Engel, VP Operations Services





## Purchase Order

Page: 4 of 4

### DCP Operating Company, LP

DCP Operating Company, LP  
370 17th Street, Suite 2500  
Denver CO 80202-5604  
United States

Dispatched		Dispatch Via Email
<b>Purchase Order</b> FSP01-0000521801	<b>Date</b> 09/13/2019	<b>Revision-Date</b>
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> See Detail Below	<b>Ship Via</b> See Detail Below
<b>Buyer</b> Kite, Karissa KKite@dcpmidstream.com	<b>Phone</b> 303 605 1719	<b>Currency</b> USD

**Vendor:** 0000154367  
EXPRO AMERICAS LLC  
DEP 2080  
PO BOX 122080  
DALLAS TX 75312-2080  
United States

**Ship To:** FSD6174  
TX-Brooks County  
Encino TX 78353  
United States

**Bill To:** DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
United States  
[Submitinvoice@dcpmidstream.com](mailto:Submitinvoice@dcpmidstream.com)

**Attn To:** Garcia, Frank J

**RC:** H232  
**Project/AFE:** 710002587

**Truckload Orders:** For truckload orders, unless otherwise stated in the Specific Details, Vendor shall (a) deliver Goods F.O.B. Vendor's facility, (b) contact Buyer's logistics department at 713-735-3854 or [dcplogistics@dcpmidstream.com](mailto:dcplogistics@dcpmidstream.com) for shipment and delivery coordination at least two weeks prior to the Goods being ready for shipment and provide Buyer's logistics coordinator with the following information: (i) the PO number and line numbers, (ii) the estimated number of Goods, (iii) the weight and dimensions of the Goods, (iv) the loading address, (v) the contact information of an authorized representative of Vendor who will be at the loading address on the date of loading and shipment, and (vi) the estimated shipping date, (c) load Goods at Vendor's facility, and (d) arrange for crane or other applicable equipment necessary to load Goods at Vendor's facility on to the vehicle, rail, car, or other carrier designated by Buyer. Vendor shall not invoice Buyer for transportation or shipping of truckload orders.

#### Invoices:

Vendor's invoices shall (a) contain the PO number, (b) reference the PO line number, (c) have invoice line items that match the PO line items, and (d) be due 30 days after delivery thereof. If Buyer disputes amounts set forth in an invoice, Buyer may withhold and offset payment of the disputed amount, and the parties shall promptly use commercially reasonable efforts to resolve the dispute. Buyer shall not be obligated to pay any amount set forth in an invoice delivered more than 90 days after the date on which the Services or Goods referenced in the invoice were performed or delivered, as applicable. If Buyer pays an invoice within 15 days after delivery thereof, Vendor shall provide a discount equal to two (2) percent of the amount of the invoice. If a dispute occurs concerning an invoice, the deadline for payment of an invoice and receipt of an early payment discount set forth in this Subsection shall be determined using the date of delivery of the correct invoice and not the date of delivery of the incorrect invoice. Buyer's payment of an invoice does not constitute acceptance of Goods or Services.

#### Existence of Master Agreement; Use of this PO in lieu of Service Work Order, Statement of Work, or Other Similar Supplemental Master Agreement Document.

If Buyer and Vendor have executed and delivered a Master Agreement governing the purchase and sale of the Goods or provision of the Services (a "Master Agreement"), the Master Agreement shall govern in lieu of the Terms. NOTE: In the event that this PO is used in a Services transaction in lieu of a Service Work Order, Statement of Work, or other similar supplemental contract document, additional terms applicable to such Services transaction are set forth in Sections C.9 and D.13 of Buyer's Terms and Conditions of Purchase available upon request or at <http://www.dcpmidstream.com/contact-us/supply-chain>.

Authorized Signature

Ron Engel, VP Operations Services



Travel Charges:

Item Code	Description	Travel Date	From Location	To Location	# of Crew	# of Miles	UOM
400488-0043	Trucking 26,001 - 45,000 lbs. (85 Mile Min.) Truck w/FS16-7 (Both roundtrips included here)				1	500	Mile

Daily Equipment Charges:

Item Code	Date Start	Date End	Description	Run	Qty	Days	UOM
408977-0043	10/09/2019	10/09/2019	6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve FS16-7		1	1	Day
408977-0043	10/14/2019	10/14/2019	6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve FS16-7		1	1	Day
400483-0043	10/08/2019	10/09/2019	Motel Charges for Personnel John Rivera		1	2	Day
400483-0043	10/08/2019	10/08/2019	Motel Charges for Personnel Robert Alvarez		1	1	Day
400483-0043	10/13/2019	10/13/2019	Motel Charges for Personnel John Rivera		1	1	Day
408991-0043	10/09/2019	10/09/2019	TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL FSKO-4		1	1	Day
408991-0043	10/14/2019	10/14/2019	TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL FSKO-4		1	1	Day
400483-0043	10/13/2019	10/13/2019	Motel Charges for Personnel Joshua Padilla		1	1	Day
400483-0043	10/08/2019	10/09/2019	Motel Charges for Personnel Joshua Padilla		1	2	Day





# EXPRO

EXPRO Midstream Services  
9510 Warren Road  
MONT BELVIEU TX 77523  
USA

## Invoice

**Invoice Number: 90340157**
**Invoice Date: 24-OCT-2019**

Item	Material/Description	Quantity	Unit Price	Value
50	400482 SUBSISTENCE October 13, 2019 - October 14, 2019 Work Performed By: John Rivera	2 DAY	60.00	<del>120.00</del> 60.00
60	400481 SERVICE TECHNICIAN October 08, 2019 06:00 - October 08, 2019 18:00 Work Performed By: Robert Alvarez	12 HR	60.00	720.00
70	400481 SERVICE TECHNICIAN October 08, 2019 06:00 - October 08, 2019 18:00 Work Performed By: John Rivera	12 HR	60.00	720.00
80	400480 SERVICE OPERATOR October 08, 2019 06:00 - October 08, 2019 18:00 Work Performed By: Joshua Padilla	12 HR	75.00	900.00
90	400480 SERVICE OPERATOR October 09, 2019 06:00 - October 09, 2019 18:00 Work Performed By: Joshua Padilla	12 HR	75.00	900.00
100	400481 SERVICE TECHNICIAN October 09, 2019 06:00 - October 09, 2019 18:00 Work Performed By: Robert Alvarez	12 HR	60.00	720.00
110	400481 SERVICE TECHNICIAN October 09, 2019 06:00 - October 09, 2019 18:00 Work Performed By: John Rivera	12 HR	60.00	720.00
120	400480 SERVICE OPERATOR October 13, 2019 06:00 - October 13, 2019 18:00 Work Performed By: Joshua Padilla	12 HR	75.00	900.00





# EXPRO

EXPRO Midstream Services  
9510 Warren Road  
MONT BELVIEU TX 77523  
USA

## Invoice

Invoice Number: 90340157			Invoice Date: 24-OCT-2019	
Item	Material/Description	Quantity	Unit Price	Value
130	400481 SERVICE TECHNICIAN October 13, 2019 06:00 - October 13, 2019 18:00 Work Performed By: John Rivera	12 HR	60.00	720.00
140	400480 SERVICE OPERATOR October 14, 2019 06:00 - October 14, 2019 18:00 Work Performed By: Joshua Padilla	12 HR	75.00	900.00
150	400481 SERVICE TECHNICIAN October 14, 2019 06:00 - October 14, 2019 18:00 Work Performed By: John Rivera	12 HR	60.00	720.00
160	400485 SERVICE TRUCK WITH TRAILER (65 MILE MIN.) # of Miles: 600 Truck w/KO-4 (Both roundtrips included here)	600 MI	2.25	1,350.00
170	400486 Trucking 26,001 - 45,000 lbs.(65 Mile Min.) # of Miles: 600 Truck w/FS16-7(Both roundtrips included here)	600 MI	2.75	1,650.00
180	400483 Motel Charges for Personnel October 08, 2019 - October 08, 2019 Robert Alvarez	1 DAY	56.00	56.00
190	400483 Motel Charges for Personnel October 08, 2019 - October 09, 2019 John Rivera	2 DAY	56.00	112.00
200	400483 JOSHUA PADILLA	2 DAY	56.00	112.00





# EXPRO

EXPRO Midstream Services  
9510 Warren Road  
MONT BELVIEU TX 77523  
USA

## Invoice

**Invoice Number: 90340157**
**Invoice Date: 24-OCT-2019**

Item	Material/Description	Quantity	Unit Price	Value
	Motel Charges for Personnel October 08, 2019 - October 09, 2019 Joshua Padilla			
210	406977	1 DAY	1,390.00	1,390.00
			Discount	139.00-
	6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve October 09, 2019 - October 09, 2019 FS16-7			
220	406991	1 DAY	615.00	615.00
			Discount	61.50-
	TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL October 09, 2019 - October 09, 2019 FSKO-4			
230	400483	2 1 DAY	56.00	56.00
	Motel Charges for Personnel October 13, 2019 - October 13, 2019 Joshua Padilla			
240	400483	2 1 DAY	56.00	56.00
	Motel Charges for Personnel October 13, 2019 - October 13, 2019 John Rivera			
250	406991	2 1 DAY	615.00	615.00
			Discount	61.50-
	TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL October 14, 2019 - October 14, 2019 FSKO-4			
260	406977	2 1 DAY	1,390.00	1,390.00
			Discount	139.00-
	6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve October 14, 2019 - October 14, 2019			



**Sent:** 10/24/2019 1:33:30 PM  
**Received:** 10/24/2019 1:34:33 PM

**From:** "Vanessa Davie" <Vanessa.Davie@exprogroup.com>  
**To:** "submitinvoice@dcpmidstream.com" <submitinvoice@dcpmidstream.com>  
**Subject:** New Invoice 90340157 - DCP Midstream LLC - PO 0000521801  
=====

Thank you

Vanessa Davie | Expro Americas, LLC | Expro Midstream Services

Office: 281-977-2600 | Direct: 281-949-2128

10815 Huffmeister Bldg A | Houston, Tx | 77065

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[http://www.exprogroup.com/contact-us/locations/#Europe\\_CIS](http://www.exprogroup.com/contact-us/locations/#Europe_CIS)

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Thank you

Vanessa Davie | Expro Americas, LLC | Expro Midstream Services

Office: 281-977-2600 | Direct: 281-949-2128

10815 Huffmeister Bldg A | Houston, Tx | 77065

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[https://nam03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.exprogroup.com%2Fcontact-us%2Flocations%2F%23Europe\\_CIS&data=02%7C01%7Csubmitinvoice%40dcpmidstream.com%7C0016880](https://nam03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.exprogroup.com%2Fcontact-us%2Flocations%2F%23Europe_CIS&data=02%7C01%7Csubmitinvoice%40dcpmidstream.com%7C001688045b794b53f0af08d758b91112%7C98f7abd17e1749508e4ecb3286fbd5f9%7C0%7C0%7C637075424744084524&sd=KUiGbHfLZJbJfGUCpwvnE%2F%2FK2YoR0uk6yasho3bY%3D&reserved=0)

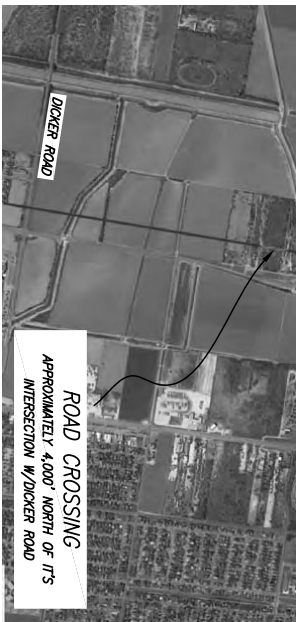
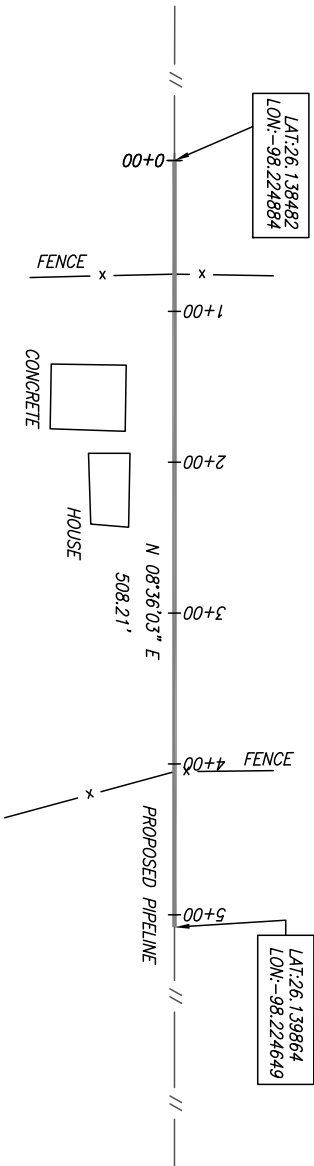
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HIDALGO COUNTY, TEXAS  
D. FONSECA SURVEY, ABSTRACT No. 33

SCALE: 1" = 100'



VICINITY MAP  
N.T.S.

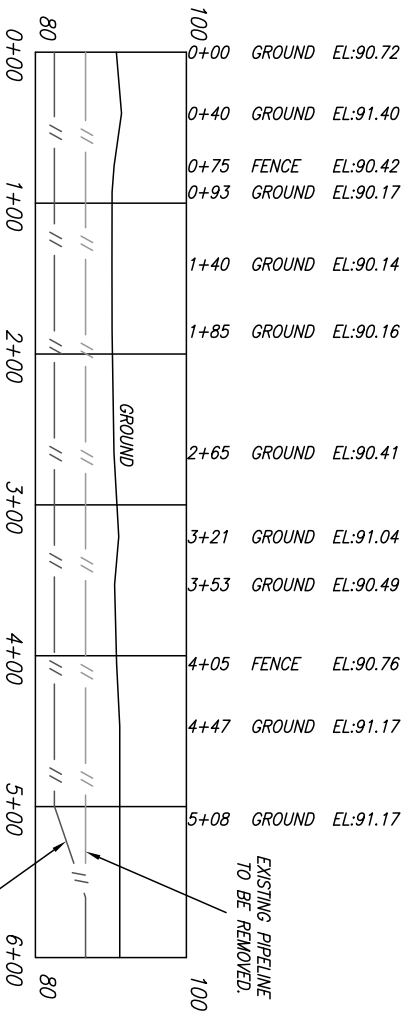
NOTES:

1. PIPELINE TO HAVE CATHODIC PROTECTION

PIPE DATA

8.625" O.D. X 0.322" W.T.,  
API-5L, GRADE X-52, ERW  
FBE 14-16 MILS, ARO 50-55 MILS  
BORE LENGTH = 508'  
DESIGN PRESSURE = 1,480 psig

PROFILE

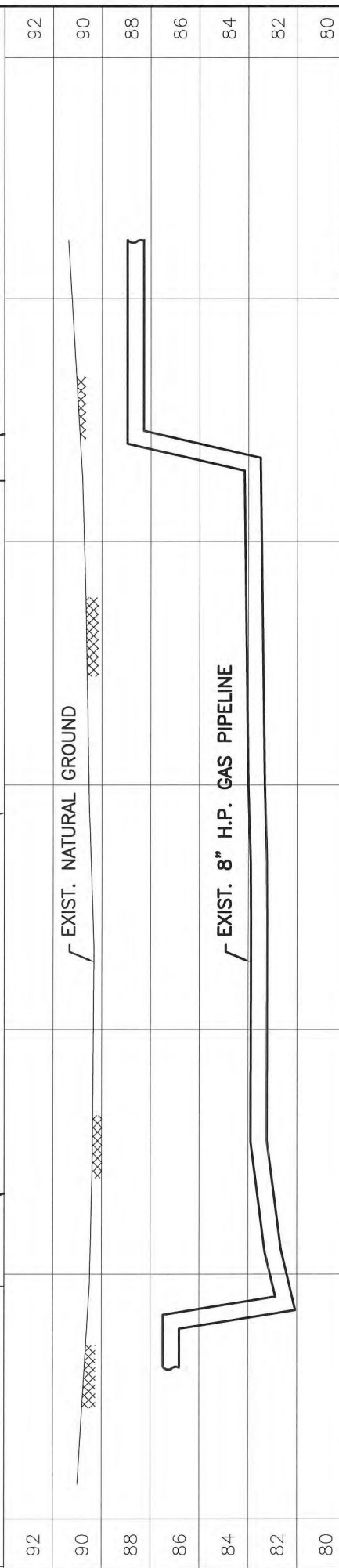
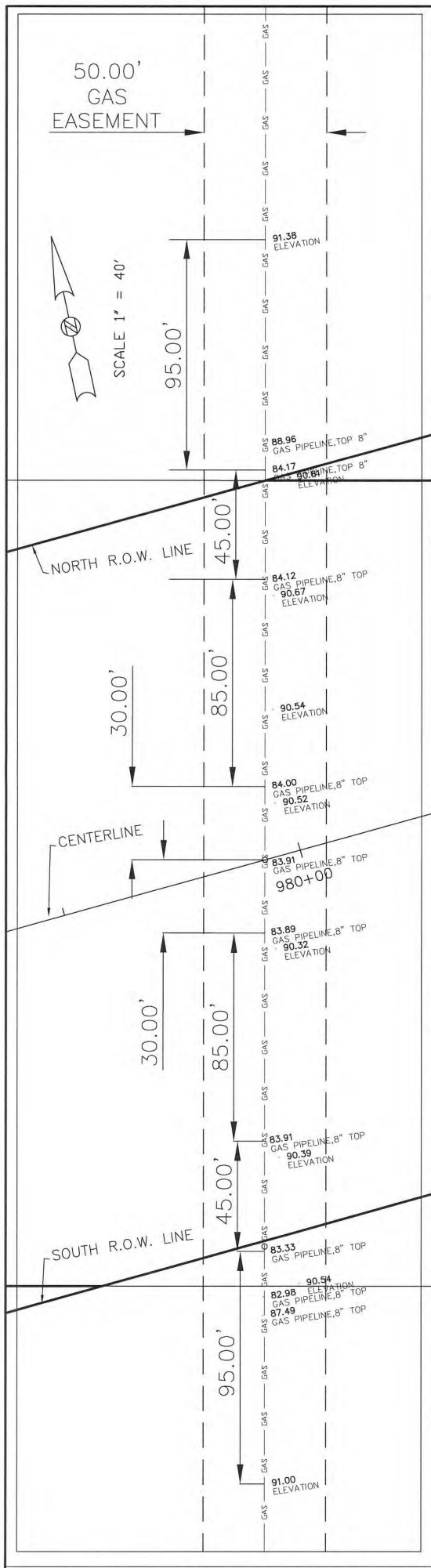



DATUM BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM, NAD 83 SOUTH  
ZONE, NAD 88, ELEVATIONS  
MSL, DERIVED FROM GPS OBSERVATIONS

HORIZONTAL SCALE: 1" = 100'  
VERTICAL SCALE: 1" = 20'

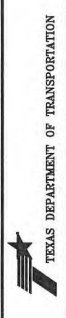
REV.	DATE	BY	DESCRIPTION	CHK.
DCP HARLAN PIPELINE, LLC.				
PROPOSED PIPELINE CROSSING				
HIDALGO COUNTY, TEXAS				
TOLL ROAD EXPANSION				
P.O. BOX 1485 MINERAL WELLS, TX 76068 800-462-7199				
BRW, INC. P.O. BOX 58011 DALLAS, TX 75258 TX ENGINEER # 88036 EXP. 9/30/2018				
LINK FIELD SERVICES INCORPORATED				
P.O. BOX 1485 MINERAL WELLS, TX 76068 800-462-7199				
DATE: 10/19/18				
CHECKED BY: JDS				
SCALE: 1" = 100'				
P.O. BOX 1485 MINERAL WELLS, TX 76068 800-462-7199				
P.O. BOX 1485 MINERAL WELLS, TX 76068 800-462-7199				








**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



**TEXAS DEPARTMENT OF TRANSPORTATION**



ALFONSO QUINTANILLA  
REGISTERED PROFESSIONAL ENGINEER  
No. 4856  
State of Texas

SH 365 TOLL  
8" HP GAS LINE  
UTILITY PROTECTION LAYOUT

CHECKED: CV [ ] RD [ ] STATE [ ] FEDERAL AD PROJECT No. [ ]  
DRAWN: PT [ ] COUNTY [ ] DISTRICT [ ]  
CHECKED: PHARR [ ] HIDALGO [ ] BEXAR [ ]

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
LAND SURVEYORS  
PHARR, TEXAS 78856  
PHONE: 361-1111  
FAX: 361-1112  
OFFICE: 361-1113

SCALE  
0 100 200  
FEET

ALL DIMENSIONS AND DISTANCES ARE BASED ON THE  
TEXAS STATE PLANE COORDINATE SYSTEM AND NAD 83  
TEXAS SOUTH ZONE.

1021-19





**Board of Directors**

**S. David Deanda, Jr., Chairman**  
**Forrest Runnels, Vice Chairman**  
**Ricardo Perez, Secretary/Treasurer**  
**Alonzo Cantu, Director**  
**Paul S. Moxley, Director**  
**Francisco "Frank" Pardo, Director**  
**Ezequiel Reyna, Jr., Director**

October 29, 2019

DCP South Central Texas, LLC  
370 17th Street, Suite 2500  
Denver, CO 80202  
ATTN: Travis Hammond

RE: Final Acceptance – Reimbursable Utility Adjustment U-0032-052  
Agreement for the work exposure, removal, relocation and adjustment of 8-  
inch high pressure pipeline crossing SH 365 Segment 0031 from 300 feet  
West of McColl Road @Sta. 979+84.60.

Dear Mr. Hammond:

DCP South Central Texas has satisfactorily completed the above contract project in accordance with the plans and specifications on October 22, 2019. The contract project is accepted by Hidalgo County Regional Mobility Authority. A Statement of Costs to finalize project expenditures by DCP shall be prepared and submitted to the HCRMA Construction Office for appropriate processing.

The Hidalgo County Regional Mobility Authority strives in providing high quality services and a high quality of life to all who live, work and visit the Rio Grande Valley Region. We esteem the working partnership we have established in making the transportation facility a reality. If we may entertain any further questions or concerns, please contact our Construction Department at (956) 402-4763.

Sincerely,

**Ramon Navarro IV, P.E., C.F.M.**  
**Hidalgo County Regional Mobility Authority**  
**Chief Construction Engineer**

RNIV.rniv  
File: FNLACPT DCP