

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**
2ND FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE, BLVD.
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

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) 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 19th day of February 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

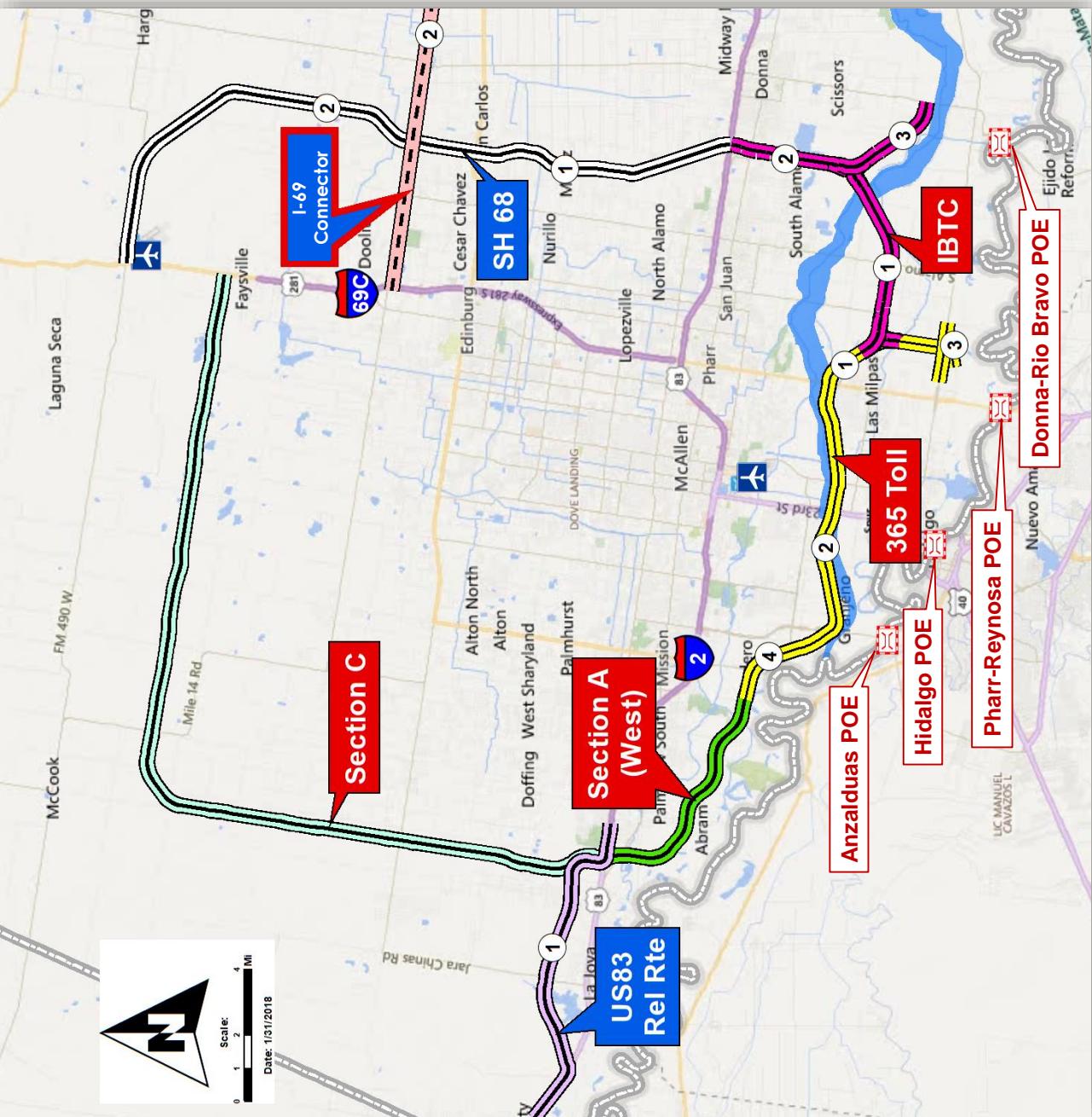
MISSION STATEMENT:

“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



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 FA
- IBTC construction is listed – HCRMA provided updated estimate and project needs revised PDA.

What's in the RGVMPO (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

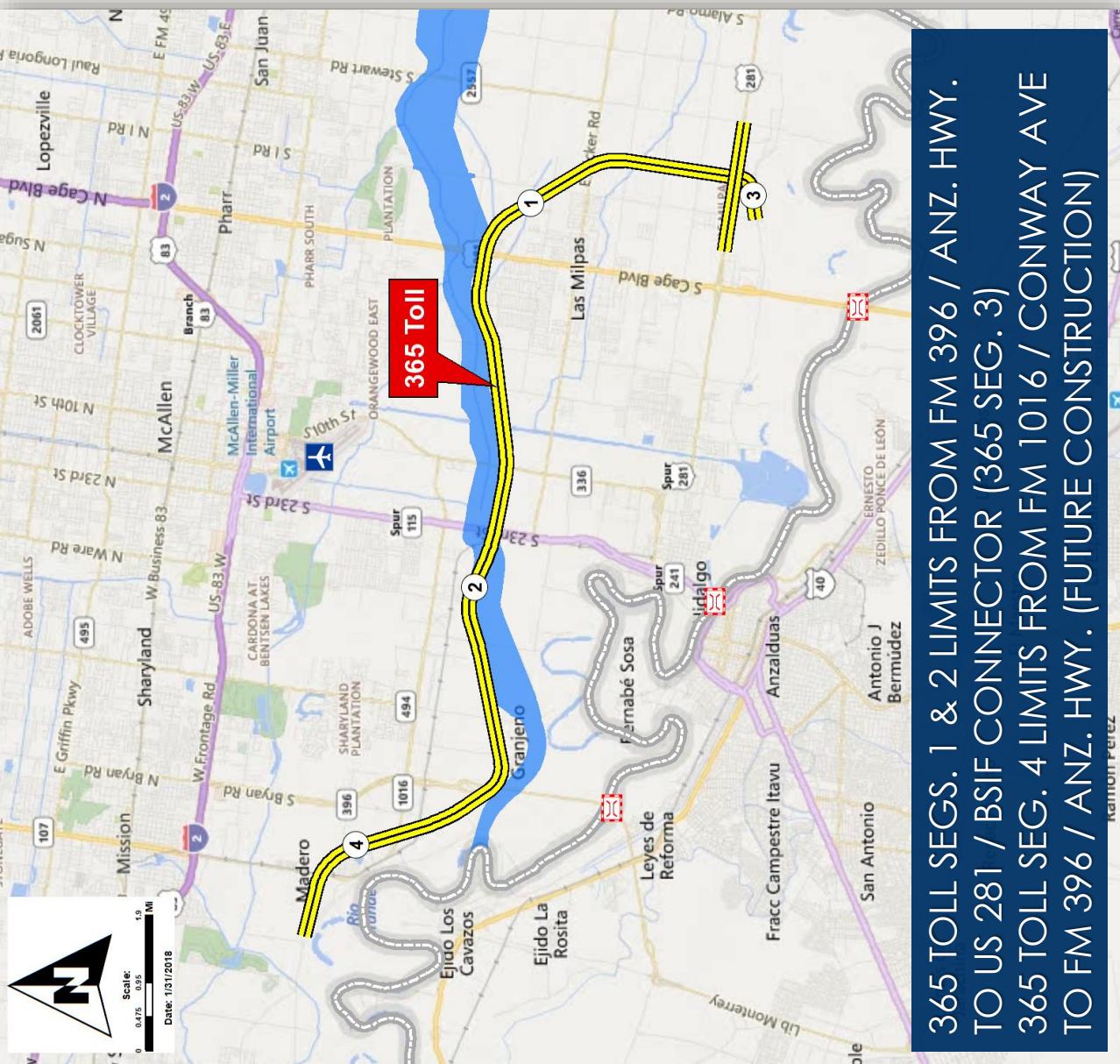
**PH 2: 365 TOLL
SEGS. 1 & 2 -
RE-LET: TBD
START: TBD**



HC RMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

http://www.hcma.net

365 TOLL SEG. 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 FPA,
- 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:

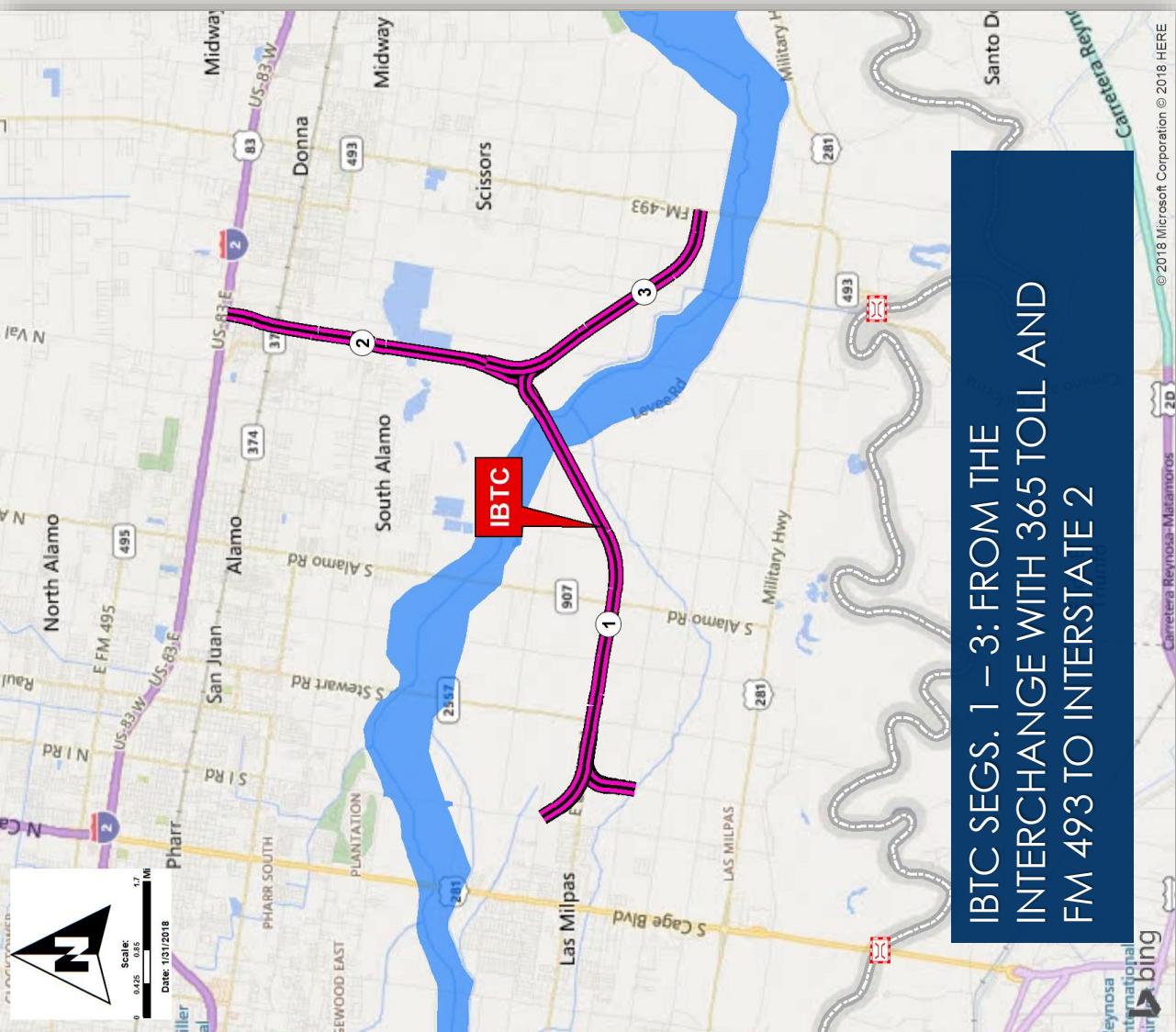
OBTAINED EA ENV
CLASSIF.: 11/2017

EST. NEPA

CLEARANCE: MID 2020

EST. LETTING: 06/2021

EST. OPEN: 03/2025



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

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

CONSTRUCTION FROM 10/2021 TO 03/2025

IBTC

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

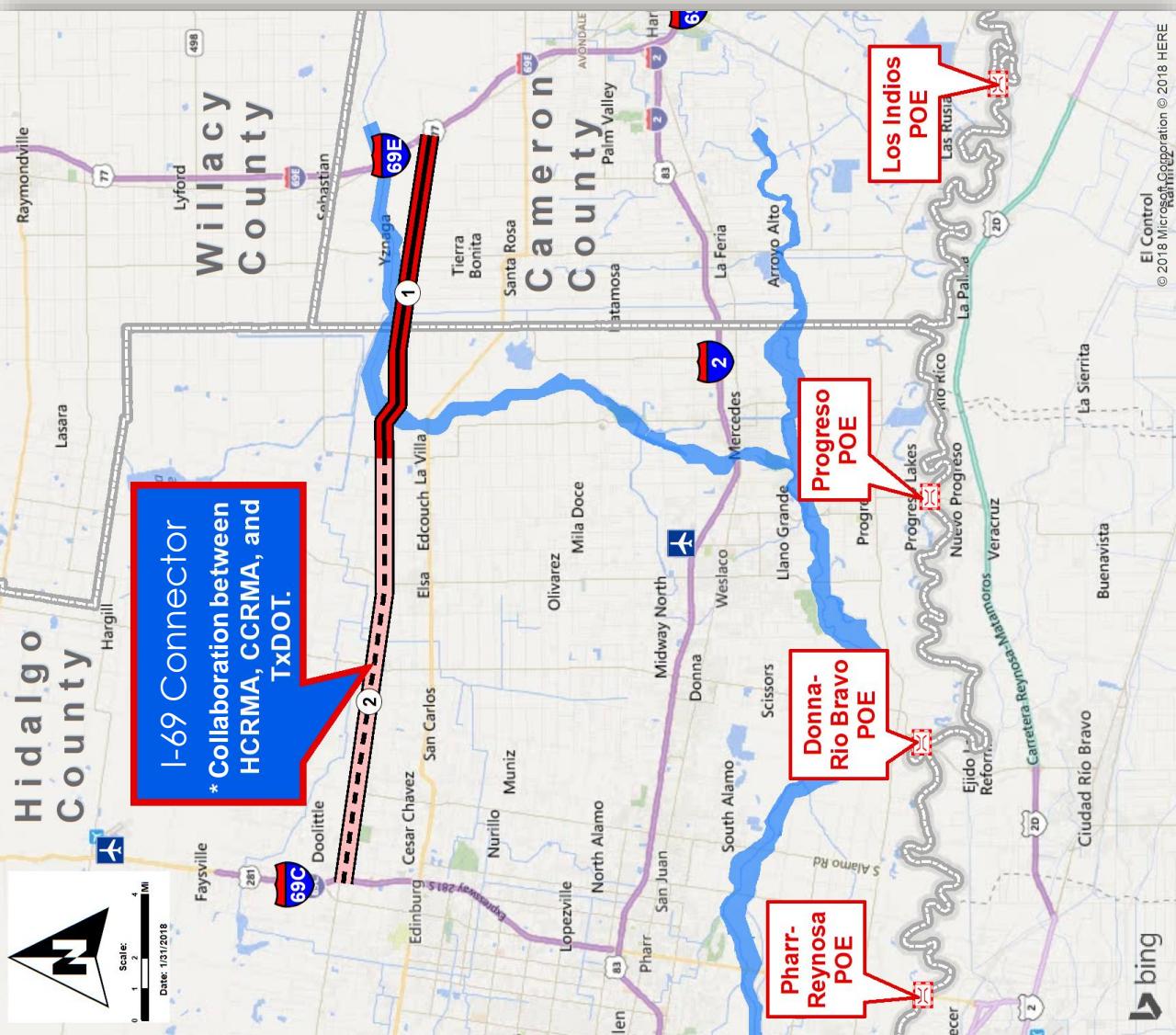


I-69 Connector

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

- PROJECT LENGTH ~27 MILES
- FROM I-69 IN HIDALGO COUNTY TO I-69-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.



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.

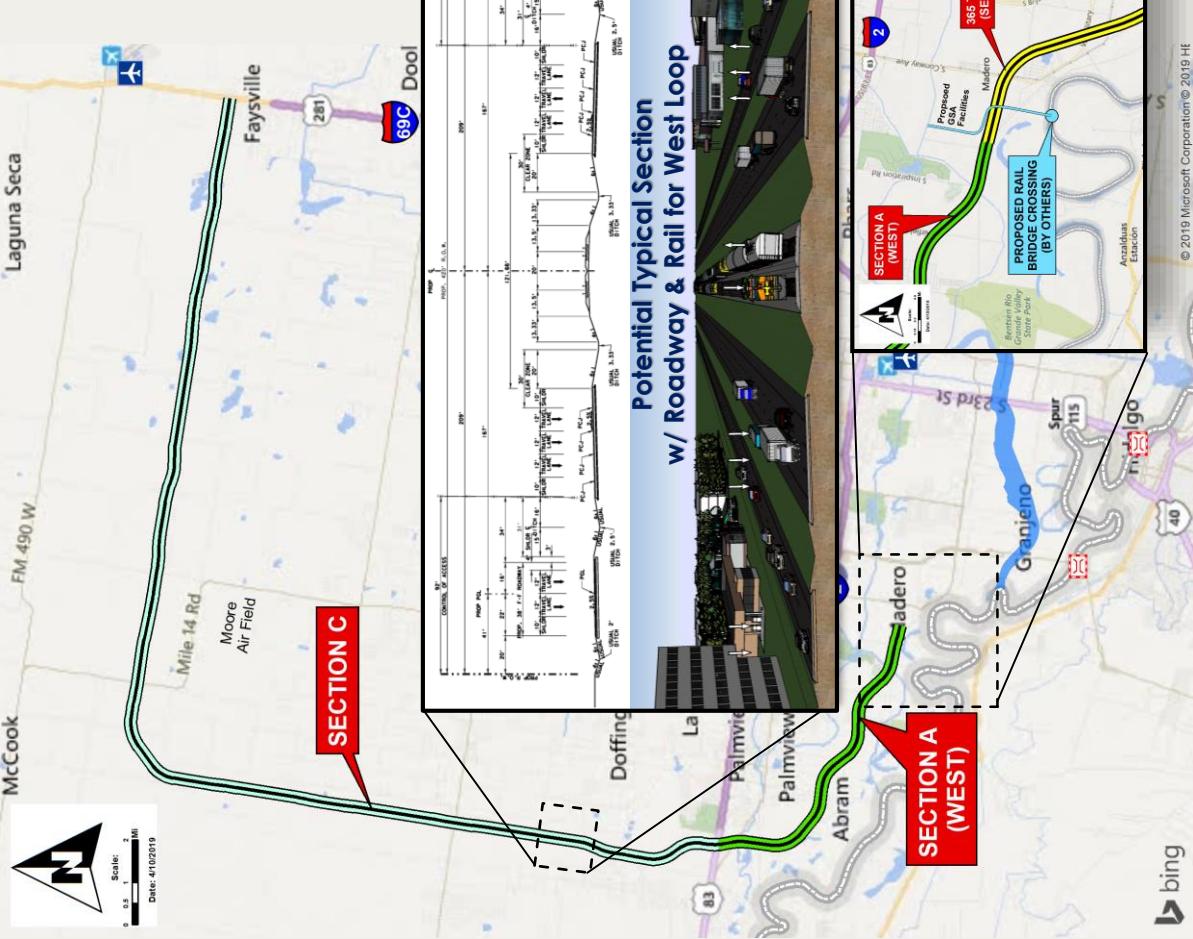
COMBINED PROJECT LENGTH:
38 MILES

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.



OW

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

Total Permits Issued:	151,586
Total Amount Collected:	\$ 21,676,360
Convenience Fees:	\$ 522,960
Total Permit Fees:	\$ 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

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

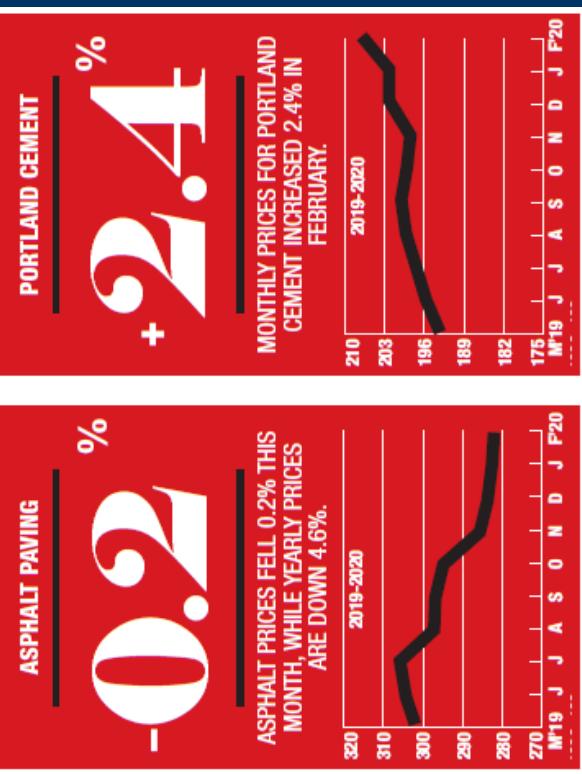
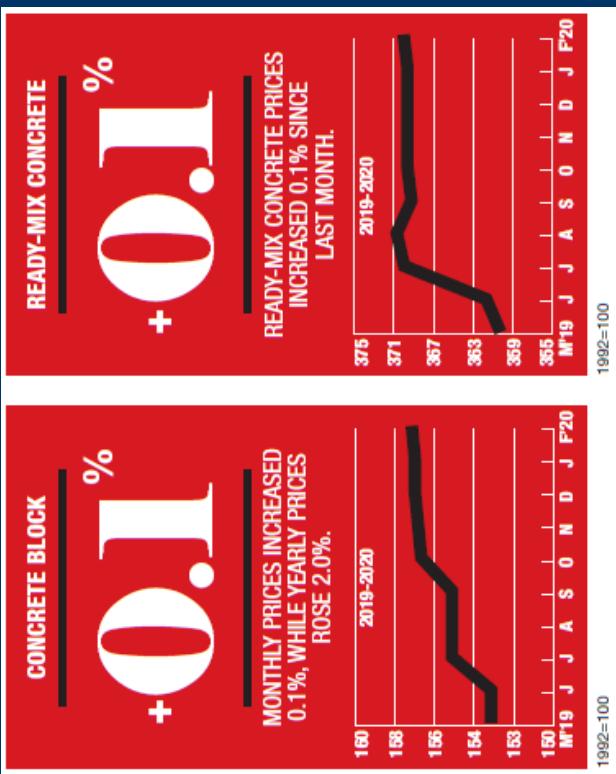
► CONSTR. ECONOMICS FEBRUARY 2020

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



► CONSTR. ECONOMICS FEBRUARY 2020

CE



20-CITY AVERAGE		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 Janauary 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, 2nd 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.

S. David Deanda, Jr, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>2B</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 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
Total Project Expenses for Reporting Period	\$269,875.36
Fund Balance after Expenses	\$ 1,612,491.34

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**

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

	Make Check Payable to	Date Work Performed	Amount
Plains Capital 41			
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
			\$ 141,979.44

Wilmington Trust 45/Capital Projects

Engineering Services	Bracewell, LLP	January 2020 \$	3,000.00
	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
			\$ 17,131.14
R.O.W. Services	Requisitions		
	Barron, Adler, Clough & Oddo, LLP	Thru 02/29/2020 \$	21,240.69
			\$ 21,240.69
SIB Construction Account 45			
	DCP South Central Texas, LLC	Thru 11/13/2019 \$	89,524.09
			\$ 89,524.09
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	\$ 269,875.36		

Approved: _____ **Recommend Approval:** _____
S. David Deanda, Jr., Chairman Pilar Rodriguez, Executive Director

Approved: _____ **Date:** _____ **2/25/2020**
Ricardo Perez, Secretary/Treasurer

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2C
02/13/20
02/25/20

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF JANUARY 2020.**
2. Nature of Request: (Brief Overview) Attachments: 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 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 None
7. Finance Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: 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		<u>35,516</u>
Total Current Assets		<u>2,264,005</u>
RESTRICTED ASSETS		
Investment-debt service		676,816
Investment-debt service jr. lien		<u>5,501,664</u>
Total Restricted Assets		<u>6,178,480</u>
CAPITAL ASSETS		
Land-enviornmental		441,105
Leasehold improvements		237,660
Office equipment/other		26,732
Construction in progress		126,963,587
Accumulated depreciation		<u>(24,589)</u>
Total Capital Assets		<u>127,644,495</u>
TOTAL ASSETS	\$	136,086,980

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		<u>76,452</u>
Total Current Liabilities		<u>326,715</u>
RESTRICTED LIABILITIES		
Current Portion of Long-Term Debt		<u>1,255,000</u>
Total Restricted Liabilities		<u>1,255,000</u>
LONG-TERM LIABILITIES		
2013 VRF Bonds Payable		53,485,000
Jr. Lien Bonds		22,191,926
Bond premium		1,758,386
Other Payables		<u>5,377,193</u>
Total Long-Term Liabilities		<u>82,812,505</u>
Total Liabilities	\$	84,394,220
NET POSITION		
Investment in Capital Assets, Net of Related Debt		43,500,538
Restricted for:		
Debt Service		6,178,480
Unrestricted		<u>2,013,742</u>
Total Net Position		<u>51,692,760</u>
TOTAL LIABILITIES AND NET POSITION	\$	136,086,980



Pharr, TX

Balance Sheet
Account Summary
As Of 01/31/2020

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
<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 RECEIVABLES-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
	Total Assets:	129,893,723.32
Liability		
<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
	Total Liability:	84,304,695.71
Equity		
<u>41-3-3400-000</u>	FUND BALANCE	46,562,631.16
	Total Beginning Equity:	46,562,631.16
Total Revenue		628,330.44
Total Expense		1,601,933.99
Revenues Over/Under Expenses		-973,603.55
	Total Equity and Current Surplus (Deficit):	45,589,027.61
	Total Liabilities, Equity and Current Surplus (Deficit):	129,893,723.32



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

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	

Income Statement

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

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

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 CI	-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
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
<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
	Total Assets:	<u>6,178,479.99</u>
Liability		
<u>42-2-4213-005</u>	DUE TO (FROM)	0.00
<u>42-2-4214-006</u>	ACCRUED INTEREST PAY-2013	226,526.04
	Total Liability:	<u>226,526.04</u>
Equity		
<u>42-3-4400-000</u>	FUND BALANCE	4,508,767.72
	Total Beginning Equity:	<u>4,508,767.72</u>
Total Revenue		1,443,186.23
Total Expense		0.00
Revenues Over/Under Expenses		<u>1,443,186.23</u>
	Total Equity and Current Surplus (Deficit):	<u>5,951,953.95</u>
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>6,178,479.99</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
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
42-4-1506-000	INTEREST INCOME	0.00	0.00	373.62	373.62	-373.62
42-4-1506-001	INTEREST INCOME-JR LIEN	0.00	0.00	7,622.23	7,622.23	-7,622.23
42-4-1999-000	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:						
	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	

Income Statement

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

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
Total Surplus (Deficit):	0.00	0.00	1,443,186.23	1,443,186.23	



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

1/31/2020

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
Fund: 45 - HCRMA - CAP.PROJECTS FUND		
Assets		
<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		
Total Assets:		14,777.25
		<u>14,777.25</u>
Liability		
<u>45-2-1212-000</u> Accounts Payable 89,524.09		
Total Liability:		89,524.09
		<u>89,524.09</u>
Equity		
<u>45-3-1400-000</u> Fund Balance -90,940.34		
Total Beginning Equity:		-90,940.34
		<u>-90,940.34</u>
Total Revenue		39,028.16
Total Expense		22,834.66
Revenues Over/Under Expenses		<u>16,193.50</u>
Total Equity and Current Surplus (Deficit):		-74,746.84
		<u>-74,746.84</u>
Total Liabilities, Equity and Current Surplus (Deficit):		14,777.25
		<u>14,777.25</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
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
45-4-1506-000	Interest Revenue	0.00	0.00	28.16	28.16	-28.16
45-4-1999-000	TRANSFER IN - GENERAL FUND	0.00	0.00	39,000.00	39,000.00	-39,000.00
	Revenue Total:	0.00	0.00	39,028.16	39,028.16	-39,028.16
Expense						
45-52900-8810-003	365 RIGHT OF WAY	0.00	0.00	22,834.66	22,834.66	-22,834.66
	Expense Total:	0.00	0.00	22,834.66	22,834.66	-22,834.66
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):						
	Total Surplus (Deficit):	0.00	0.00	16,193.50	16,193.50	

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	

Income Statement

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

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
45 - HCRMA - CAP.PROJECTS	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	



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

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

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3A
02/17/20
02/25/20

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: 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 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 None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



To:

Memorandum

From: Pilar Rodriguez, P.E.
HCRMA, Executive Director

Date: February 17, 2020
Subject: Ramon Navarro, IV, P.E., C.F.M.
Chief Construction Engineer

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 25th 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 25th 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:

<u>HCRMA</u> Pilar Rodriguez Executive Director PO Box 1776 Pharr, Texas 78577	<u>City of Mission</u> Randy Perez City Manager 1200 E. 8 th 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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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

Armando O'Cana, Mayor
Date: _____

Attest:

Anna Carrillo, City Secretary

Approved as to form:

Mission City Attorney

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

Pilar Rodriguez, Executive Director
Date: _____

Approved as to form:

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.

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	\$

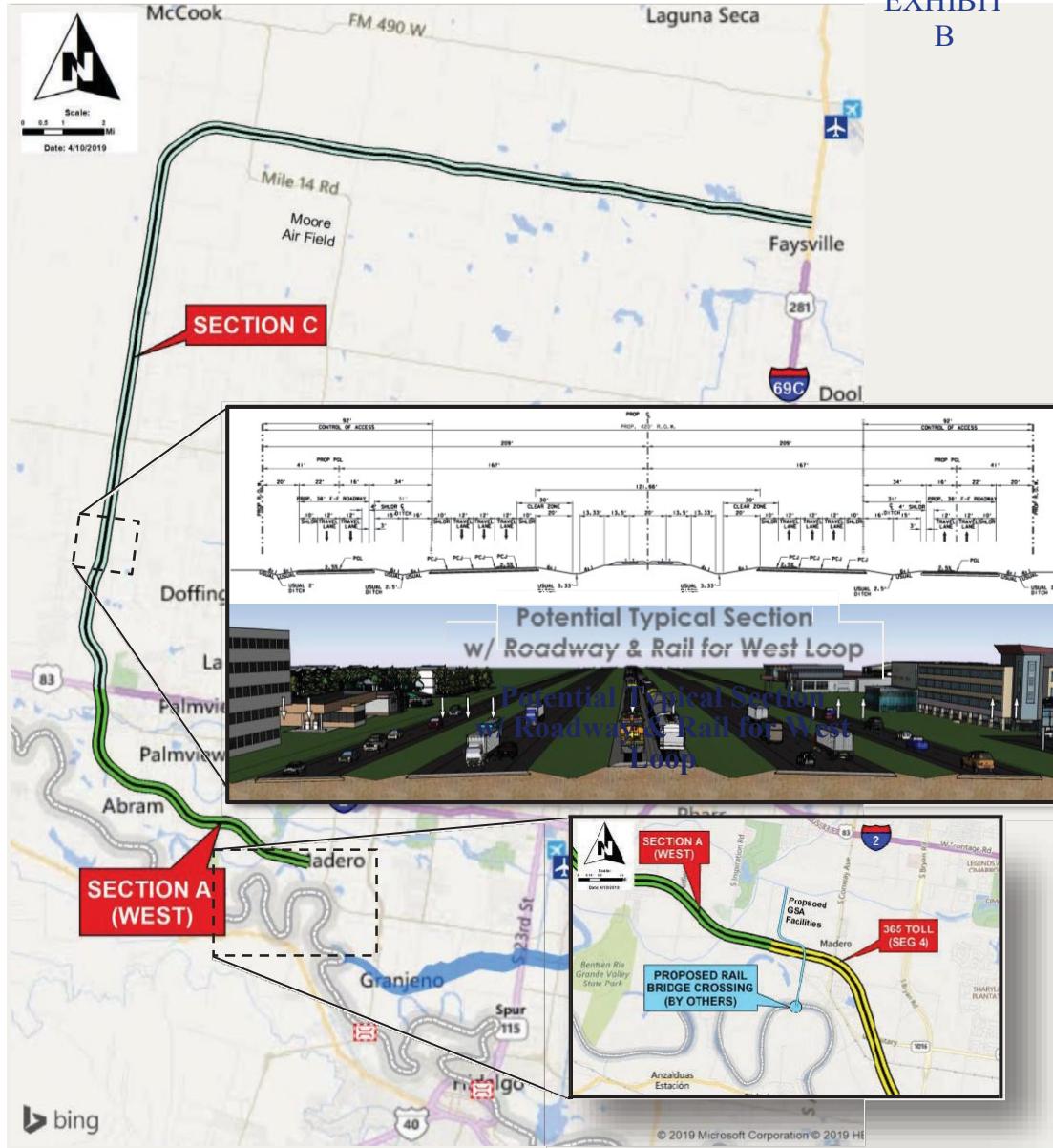
EXHIBIT A - DETAIL

EXHIBIT B

MAP OF HCRMA PROJECT

EXHIBIT

B



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:

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

Randy Perez, City Manager
Date:

**HIDALGO COUNTY
REGIONAL MOBILITY
AUTHORITY**

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

Randy Perez, City Manager
Date:

**HIDALGO COUNTY
REGIONAL MOBILITY
AUTHORITY**

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 (US side)

\$ 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)

\$ 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	<input checked="" type="checkbox"/>	AGENDA ITEM	3B
PLANNING COMMITTEE	<input type="checkbox"/>	DATE SUBMITTED	02/17/20
FINANCE COMMITTEE	<input type="checkbox"/>	MEETING DATE	02/25/20
TECHNICAL COMMITTEE	<input type="checkbox"/>		

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: 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 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 None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: 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

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.



Form ROW-U-COA
(Rev. 11/19)
Page 1 of 2

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
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 25th 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 BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 25th 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

HCRMA

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	<u>\$174,379.65</u>

ORACLE Welcome on Production

Vouchers For a Payment

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

Back To Payment Inquiry

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	DT
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

Invoice Information

Business Unit 45000
 Voucher ID 04349558
 Voucher Style Regular Voucher
 Invoice Date 10/22/2019
 Invoice Received
 STRIKE LLC DBA STRIKE CONSTRUCTION LLC
 Supplier ID 0000103707
 ShortName STRIKE LLC-001
 Location ACH2
 *Address 1
 AdHoc Approver:

Invoice No F00171137
 Accounting Date 10/22/2019
 *Pay Terms NET30
 Basis Date Type Inv Date
 Tax Exempt

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

Invoice Information

Business Unit 45000
 Voucher ID 04349286
 Voucher Style Regular Voucher
 Invoice Date 10/22/2019
 Invoice Received
 STRIKE LLC DBA STRIKE CONSTRUCTION LLC
 Supplier ID 0000103707
 ShortName STRIKE LLC-001
 Location ACH2
 *Address 1

Invoice No F00171124
 Accounting Date 10/22/2019
 *Pay Terms NET30
 Basis Date Type Inv Date
 Tax Exempt

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

HCPMA

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	<u>\$ 1,047.67</u>
Total Costs Expro Americas	<u>\$16,568.67</u>

ORACLE Welcome on Production Vouchers ▾ Search

Vouchers For a Payment

[Back To Payment Inquiry](#)

Bank Name	JPMorgan Chase Bank, N.A.			Pymnt Ref ID	0000270272	
Bank Account #	*****5196			Accounting Date	11/21/2019	
Pay Cycle	AP_ACH	Seq Num	2182	Payment Date	11/22/2019	
Supplier Name	EXPRO AMERICAS LLC			Days Outstanding	10	
Address	DEP 2080 PO BOX 122080 DALLAS TX 75312- USA 2080			Payment Clear Date		
Payment Amount	15,521.00 USD		Payment Method	ACH	Reconcile Date	
Description						

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	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Business Unit 45000 Voucher ID 04351385 Voucher Style Regular Voucher Invoice Date 10/24/2019 Invoice Received <input type="text"/> EXPRO AMERICAS LLC Supplier ID 0000154367 ShortName EXPROAMERI-001 Location ACH *Address 1 <input type="text"/> AdHoc Approver: <input type="text"/></p> </div> <div style="width: 45%;"> <p>Invoice No 90340157 Accounting Date 10/28/2019 *Pay Terms NET30 <input type="checkbox"/> NET 30 Basis Date Type Inv Date <input type="checkbox"/> Tax Exempt</p> </div> </div> <div style="border-top: 1px solid black; margin-top: 10px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;">Invoice Total</td> <td style="width: 50%;"></td> </tr> <tr> <td>Line Total</td> <td>15,521.00</td> </tr> <tr> <td>*Currency</td> <td>USD</td> </tr> <tr> <td>Miscellaneous</td> <td><input type="text"/></td> </tr> <tr> <td>Freight</td> <td><input type="text"/></td> </tr> <tr> <td>Sales Tax</td> <td><input type="text"/></td> </tr> <tr> <td>Use Tax</td> <td>1,047.67</td> </tr> <tr> <td>Total</td> <td>15,521.00</td> </tr> <tr> <td>Difference</td> <td>0.00</td> </tr> </table> </div>	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
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																		

U-0032-052

PROJECT COST - DCP MIDSTREAM

PROJECT DESCRIPTION: MJ-1-1 8" Toll Way Project

TxDot Utility Agreement

REQUEST

PROJECT TOTAL **\$185,775.19**

Boil sheet 1/8
Maple Glaze

AS BUILT \$ 2750 VACUUM TRUCK

- **STRUCTURE** # 169,TT7.1.9 **CONSTRUCTION**/**STRUCTURE**
- **STRUCTURE** # 15521.00 **FUNCTION** **STRUCTURE**
- **FUNCTION**

Symbol

13/22/19
Hans Reipert
50/1000000

Dec. 26th 89, \$24.10
Dec. 27th 99, \$24.09

4 15, 21. 0 funnel oceanus

**INVOICE**

Page 1 of 1

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

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

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

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

Description: BILLING FOR WORK COMPLETED ON THE DCP TOLL ROAD RELOCATE. BILLING PERIOD 0930 - 10/21/2019

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 : 8.25%		\$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 #: 104-190031-88
 Bill Sheet: 1
 Date: 10/21/2019

TOTAL PROJECT
 \$160,777.19

Draw 1	100%	Total
--------	------	-------

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

100% PROJECT COMPLETION

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

Total Work To Date	\$ 160,777.19
Less Previous Payments	\$ 0.00
Amount Due	\$ 160,777.19

RH
11/19/19



INVOICE

JLH 11/2019

#04349558

Invoice No: F00171137 **Location:** HIDALGO, TX
Invoice Date: October 22, 2019 **PO:** FSP01-0000522874
Payment Terms: Net 30 **AFE:** 710002587
Contract No:
Reference: 104-190031: DCP toll road relocation **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
<i>VACUUM TRUCK?</i>			
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	
Total Invoice Due:		\$2,750.00	

*PAUL
11/2019*



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

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

VACUUM TRUCK

MSA-SD-03-350

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	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

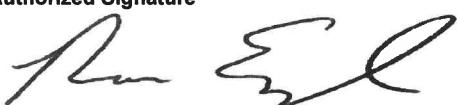
PCBU	Project	Activity	Srce Type	Category	Subcategory
45833	710002587	GENERAL	SRVCE	CONTR	ENVRS

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

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

Attn To: Garcia, Frank J

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

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

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 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

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 *(Hudson)*

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	Srce 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

vs 15521

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

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

Attn To: Garcia, Frank J

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370 17th Street, Suite 2500
Denver, CO 80202
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Submitinvoice@dcpmidstream.com

RC: H232
Project/AFE: 710002587

DCP Operating Company, LP

Applicability:

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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.

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

Attn To: Garcia, Frank J

Bill To: DCP South Central Texas, LLC
370 17th Street, Suite 2500
Denver, CO 80202
United States
SubmitInvoice@dcpmidstream.com

RC: H232
Project/AFE: 710002587

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Invoices:

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

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Authorized Signature

Ron Engel, VP Operations Services

Travel Charges:							
Item Code	Description	Travel Date	From Location	To Location	# of Crew	# of Miles	UOM
400486-0043	Trucking 26,001 - 45,000 lbs.(66 Mile Min.) Truck w/FS16-7(Both roundtrips included here)	10/08/2019	Travel Charges:	ITEM 160 + 170 2 TRUCKS 3,?	1	600	Mile
400486-0043	Trucking 26,001 - 45,000 lbs.(66 Mile Min.) Truck w/FS16-7(Both roundtrips included here)	10/08/2019	Travel Charges:	ITEM 160 + 170 2 TRUCKS 3,? Truck w/ 16-4?	1	600	Mile
Daily Equipment Charges:							
Item Code	Date Start	Date End	Description	Run	Qty	Days	UOM
406977-0043	10/08/2019	10/09/2019	6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve FS16-7		1	1	Day
406977-0043	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	10/08/2019	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
406991-0043	10/08/2019	10/09/2019	TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL FSKO-4		1	1	Day
406991-0043	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

Page 2 of 5

Invoice

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

Item	Material/Description	Quantity	Unit Price	Value
50	400482 SUBSISTENCE ② October 13, 2019 - October 14, 2019 Work Performed By: John Rivera	2 DAY	60.00	120.00 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 DM 1 \$2340
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 \$2340
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 DM 2 \$2340
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 DM 3



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 DM 3 \$1620	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 DM 4 \$1620	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 \$7920 VS	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 TMS TRUCK \$3000 VS +\$200 \$2750 VS \$2750 WHILE \$1650	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 \$375 VS \$1125	1,650.00
180	400483 Motel Charges for Personnel October 08, 2019 - October 08, 2019 Robert Alvarez	1 DAY	56.00 DM 1 OCT 8 3 rooms @ \$56 + 15% VS 2 rooms @ \$56 + 15% DM 2 OCT 9 2 rooms @ \$56 + 15%	56.00
190	400483 Motel Charges for Personnel October 08, 2019 - October 09, 2019 John Rivera	2 DAY	56.00 \$322 VS \$415 -\$93.00	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 6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve October 09, 2019 - October 09, 2019 FS16-7	1 DAY	1,390.00 Discount	1,390.00 139.00-
220	406991 TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL October 09, 2019 - October 09, 2019 FSKO-4	1 DAY	615.00 Discount	615.00 61.50-
230	400483 Motel Charges for Personnel October 13, 2019 - October 13, 2019 Joshua Padilla	2 DAY	56.00	56.00
240	400483 Motel Charges for Personnel October 13, 2019 - October 13, 2019 John Rivera	2 DAY	56.00	56.00
250	406991 TRAILER MOUNTED 22 BBL KNOCK-OUT VESSEL October 14, 2019 - October 14, 2019 FSKO-4	2 DAY	615.00 Discount	615.00 61.50-
260	406977 6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve October 14, 2019 - October 14, 2019	2 DAY	1,390.00 Discount	1,390.00 139.00-

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

Important Notice: The information in this email is confidential and may be legally privileged. If you have reason to believe you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful and you are requested to contact the sender urgently and dispose of this e-mail. We make every effort to keep our network free from viruses. You should, however, check this e-mail, and any attachments to it, for viruses, as we will not be liable for direct, special, indirect or consequential damages as a result of any virus being passed on, or arising from alteration of the contents of this message by a third party. Company registration details, including registered office information, for Expro's principal UK companies can be found via the following link:

http://www.exprogroup.com/contact-us/locations/#Europe_CIS
*** WARNING: This email originated from outside of DCP Midstream. Do not click links or open attachments unless you recognize the sender and know the content is safe. Safety and security starts with each of us. ***

Thank you

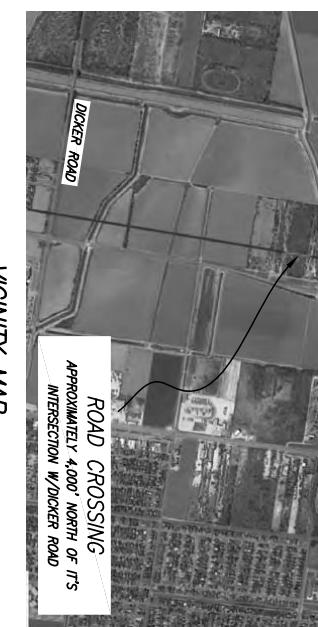
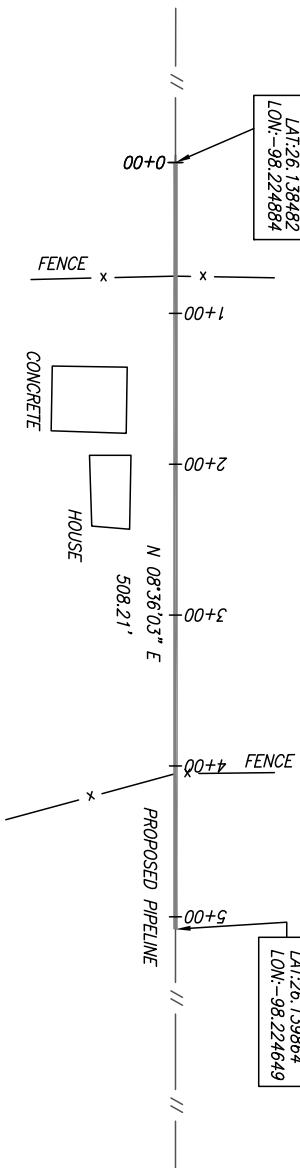
Vanessa Davie | Expro Americas, LLC | Expro Midstream Services
Office: 281-977-2600 | Direct: 281-949-2128
10815 Huffmeister Bldg A | Houston, Tx | 77065

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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

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4&sdata=rKUiGbHfLZJbjfGUCCpwvnE%2F%2FK2YoR0uk6yasho3bY%3D&reserved=0
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HIDALGO COUNTY, TEXAS
D. FONSECA SURVEY, ABSTRACT No. 33

SCALE: 1" = 100'



VICINITY MAP
NTS

NOTES:

1. PIPELINE TO HAVE CATHODIC PROTECTION

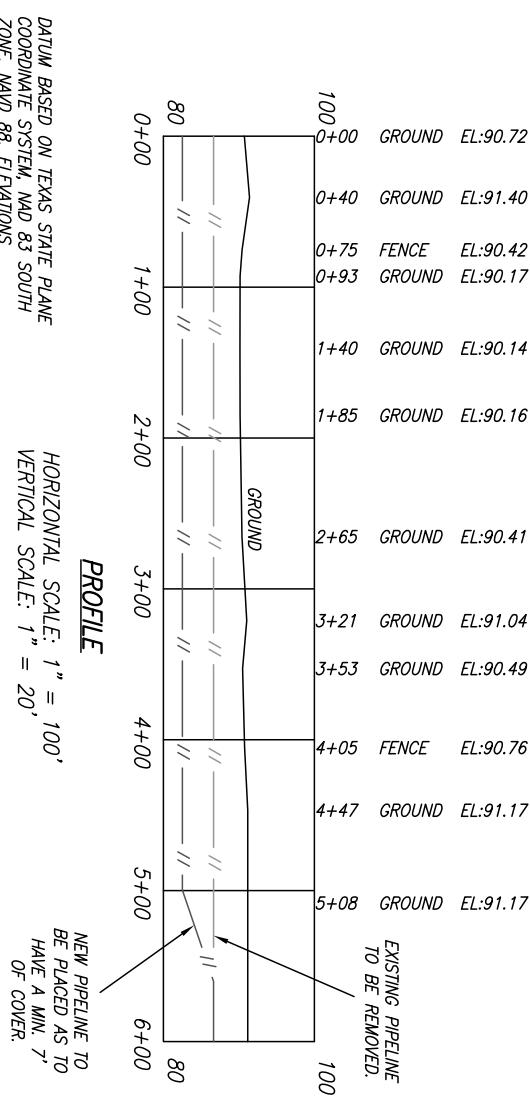
PIPE DATA

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

DCP HARLAN PIPELINE, LLC.

PROPOSED PIPELINE CROSSING
HIDALGO COUNTY, TEXAS

PROFILE



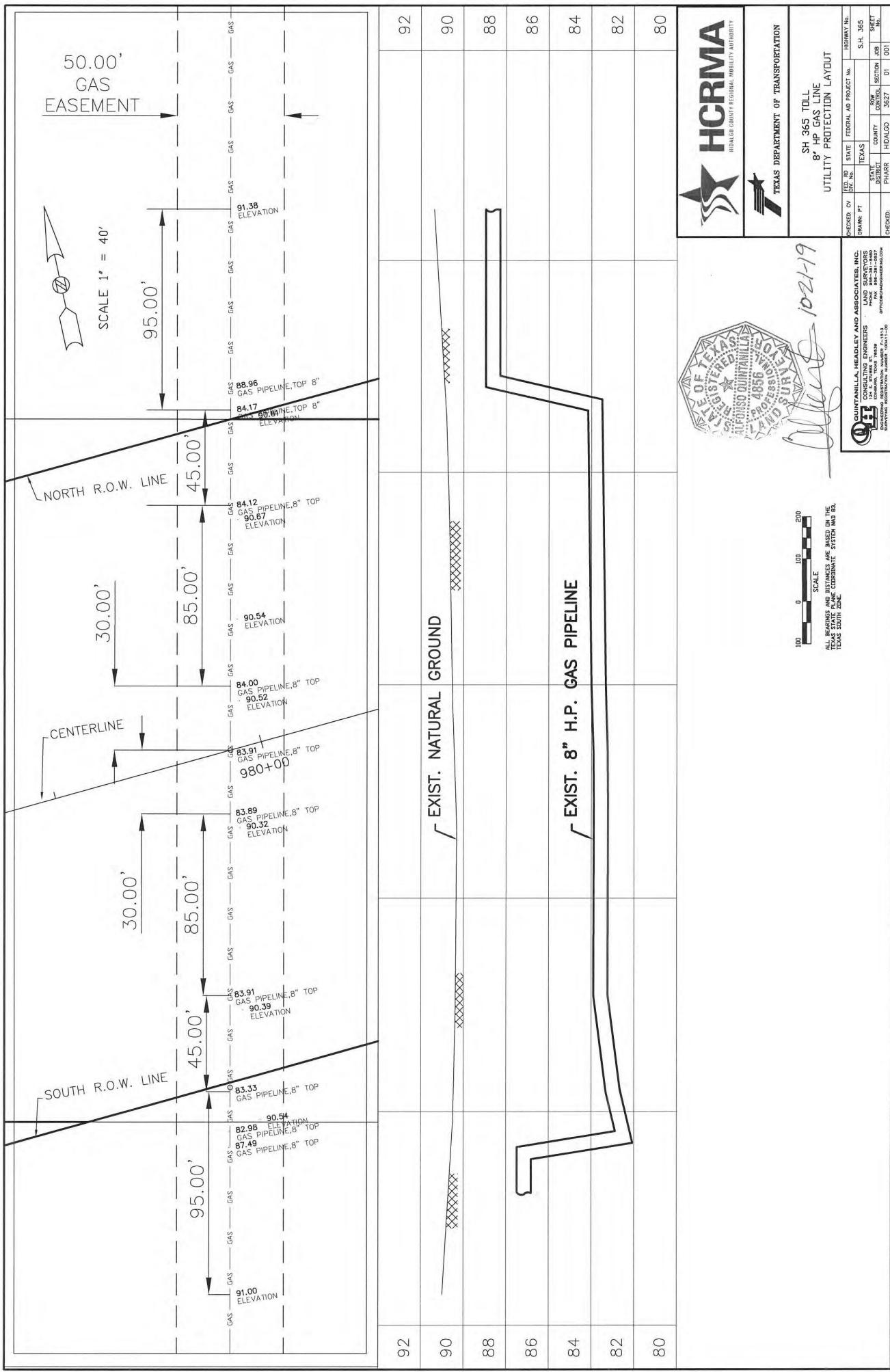
DATUM BASED ON TEXAS STATE PLANE
COORDINATE SYSTEM, NAD 83 SOUTH
ZONE, NAD 88, ELEVATIONS
MSL, DERIVED FROM GPS OBSERVATIONS

HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: 1" = 20',
HAVE A MIN. 7' OF COVER.

REV.	DATE	BY	DESCRIPTION	CHK.

BKW, INC.	
P.O. BOX 581611	TULSA, OK 74158
TX. ENGINEER # 95036 EXP. 9/30/2018	

LINK FIELD SERVICES INCORPORATED	
P.O. BOX 1485 MINERAL WELLS, TX 76068 800-462-7199	





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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: FNLCAPT DCP