

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, MAY 28, 2019
TIME: 5:30 PM
PLACE: PHARR CITY HALL
3rd FLOOR FIRE DEPARTMENT TRAINING ROOM
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

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 April 23, 2019.
- B. Approval of Project & General Expense Report for the period from April 9, 2019 to May 10, 2019.
- C. Approval of Financial Reports for April 2019.
- D. Resolution 2019-25 - Approval of a contract template for a License Agreement to allow for use of Hidalgo County Regional Mobility Authority Right of Way.

3. REGULAR AGENDA

- A. Resolution 2019-24 - Approval of a Utility Relocation Agreement with DCP Midstream for 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 Change Order Numbers 1, 2 & 3 to the construction contract with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway) (Section 551.071 T.G.C.).

PUBLIC COMMENT

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 Clossner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 22nd day of May 2019 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. 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 (3 minutes) applies."

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
 05/06/2019
 05/28/2019

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR MAY 2019

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 Staff

Pilar Rodriguez, PE, Executive Director
Eric Davila, PE, PMP, CFM, Chief Development Eng.
Ramon Navarro IV, PE, CFM, Chief Constr. Eng.
Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.
Jose Castillo, Chief Financial Ofcr.
Sergio Mandujano, Constr. Records Keeper
Maria Alaniz, Admin. Assistant
Flor E. Koll, Admin. Assistant III (Constr.)

General Engineering Consultant

HDR ENGINEERING, INC.

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

► OVERVIEW

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

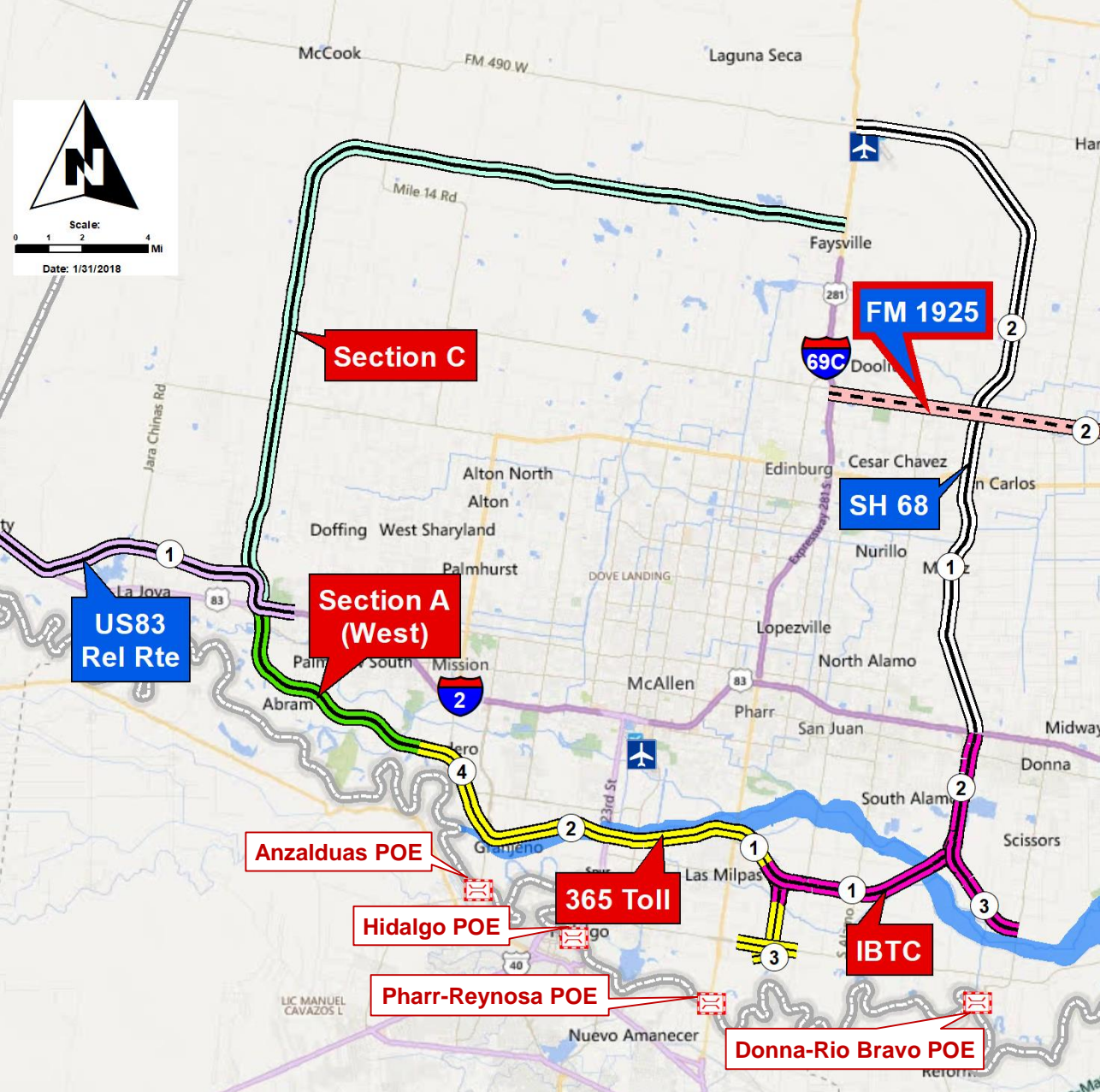
MISSION STATEMENT:

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



HCRMA STRATEGIC PLAN

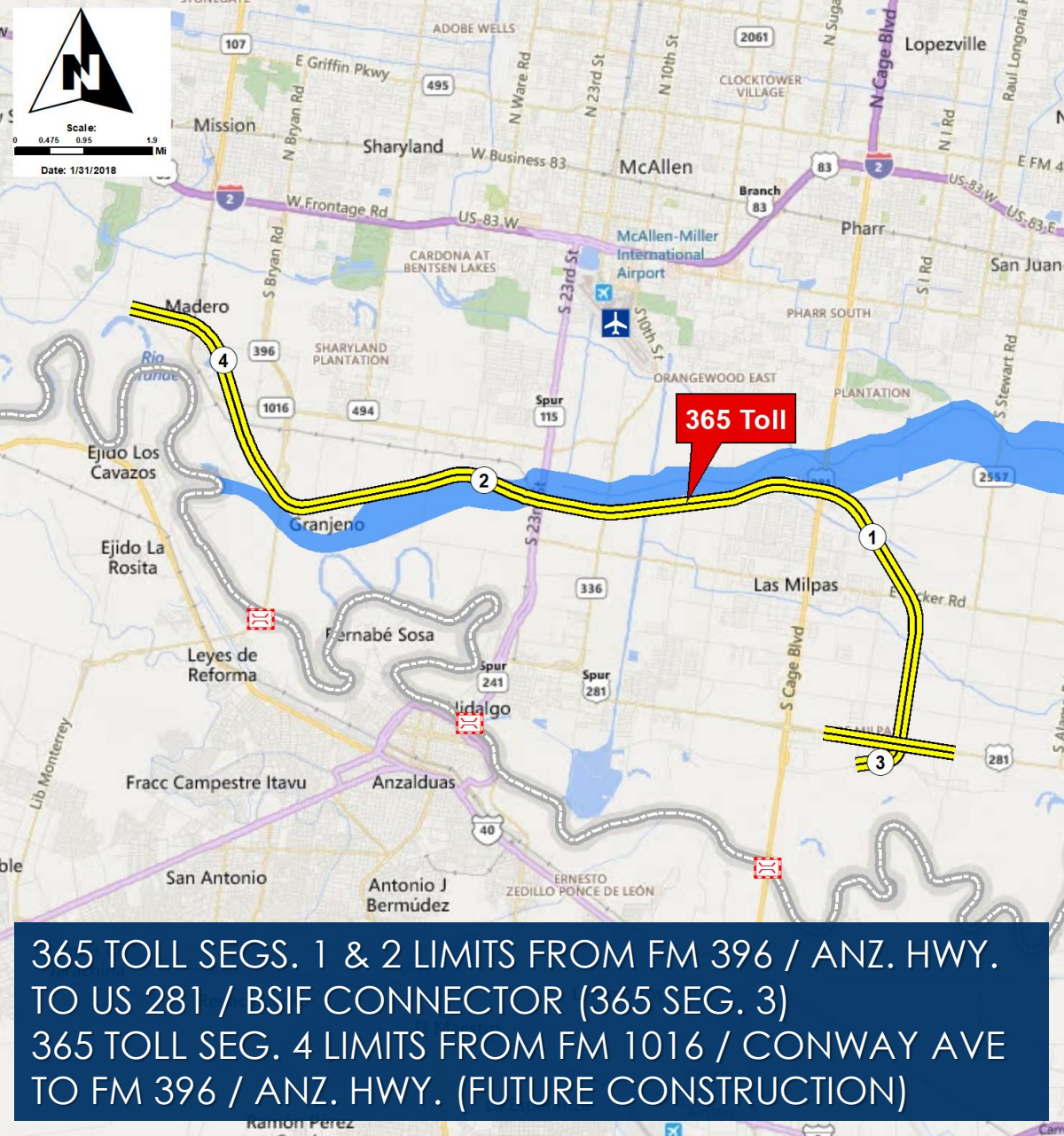
DEVELOP THE
INFRASTRUCTURE TO
SERVE A POPULATION
OF APPROXIMATELY
800,000 RESIDENTS
AND
5 INTERNATIONAL
PORTS OF ENTRY



► SYSTEMWIDE TASKS

- ❑ Continued Management of HCRMA ProjectWise System
 - Used for our all electronic core DESIGN and CONSTR related filing and coordination.
 - Being used for 365 Toll Redesign / Coordination of the IBTC Project; in addition to serving as project archive for all Loop Projects.
- ❑ Overweight permit white paper drafted
 - HCRMA worked with TxDOT PHR to delineate the maintenance burden by weight classification of truck.
 - Informed permit users how the proposed fee increase will help sustain the network.





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: 08/2019
START: TBD



365 TOLL

► PROPOSED BID PLAN FOR 2019

- ❑ Base Bid from FM 396 / Anzalduas Hwy to US 281 / Cage Blvd for the 4-lane (2+2) configuration;
- ❑ Bid Alternate #1 from US 281 / Cage Blvd to US 281 / Mil Hwy for a 2-lane (1+1) connector road;
- ❑ Bid Alternate #2 from US 281 / Cage Blvd to US 281 / Mil Hwy for a 4-lane (2+2) configuration; and
- ❑ Utilizes TxDOT Specification Item 2L Instructions to Bidders to signal the use of additive alternates.

► SCHEDULE:

- ❑ **05/2019 – 07/2019**, Procure and then Award Engineering Services for the re-scoped 365 Tollway Plans, Specifications, & Estimates
- ❑ **11/2019**, Submit 100% 365 Toll rebid project plans / specs / estimate / bid proposal
- ❑ **01/2020**, Obtain permission to let the project
- ❑ **01/2020 - 02/2020**, Advertise the 365 Toll (60 days) & Hold prebid last week in July
- ❑ **03/2020**, 2nd week Open Bids & by 4th week conditionally award contract to responsive and responsible low bidder
- ❑ **05/2020**, TxDOT / FHWA concurrence with award of contract / HCRMA provides NTP to contractor
- ❑ **12/2023**, After 42-months, open to traffic



► **ENV.:**

- ❑ Final USIBWC No Objection Letter acquired.

► **SURVEYS:**

- ❑ SUE complete, “gap” parcels ongoing for public Row that needs to eventually get incorporated into HCRMA ROW Map.

► **ROW ACQUISITION:**

- ❑ 22 parcels remaining
(20 final resolution with irrigation districts), representing 5% of the remaining area.

► **UTILITY RELO.:**

- ❑ Ongoing

► **DRAINAGE OUTFALLS:**

- ❑ HCDD1 has finalized schematics on Outfalls 1 - 8 as well as PS&E for Outfalls 1*, 2, 3, 4. PS&E for Outfalls 1 Extension, 3a (Ware Rd Addition), and Outfalls 5 - 8 are pending release by HCRMA.

► **DESIGN (PS&E):**

- ❑ Notice of a re-scope and rebid submitted to TxDOT 01/07/2019.

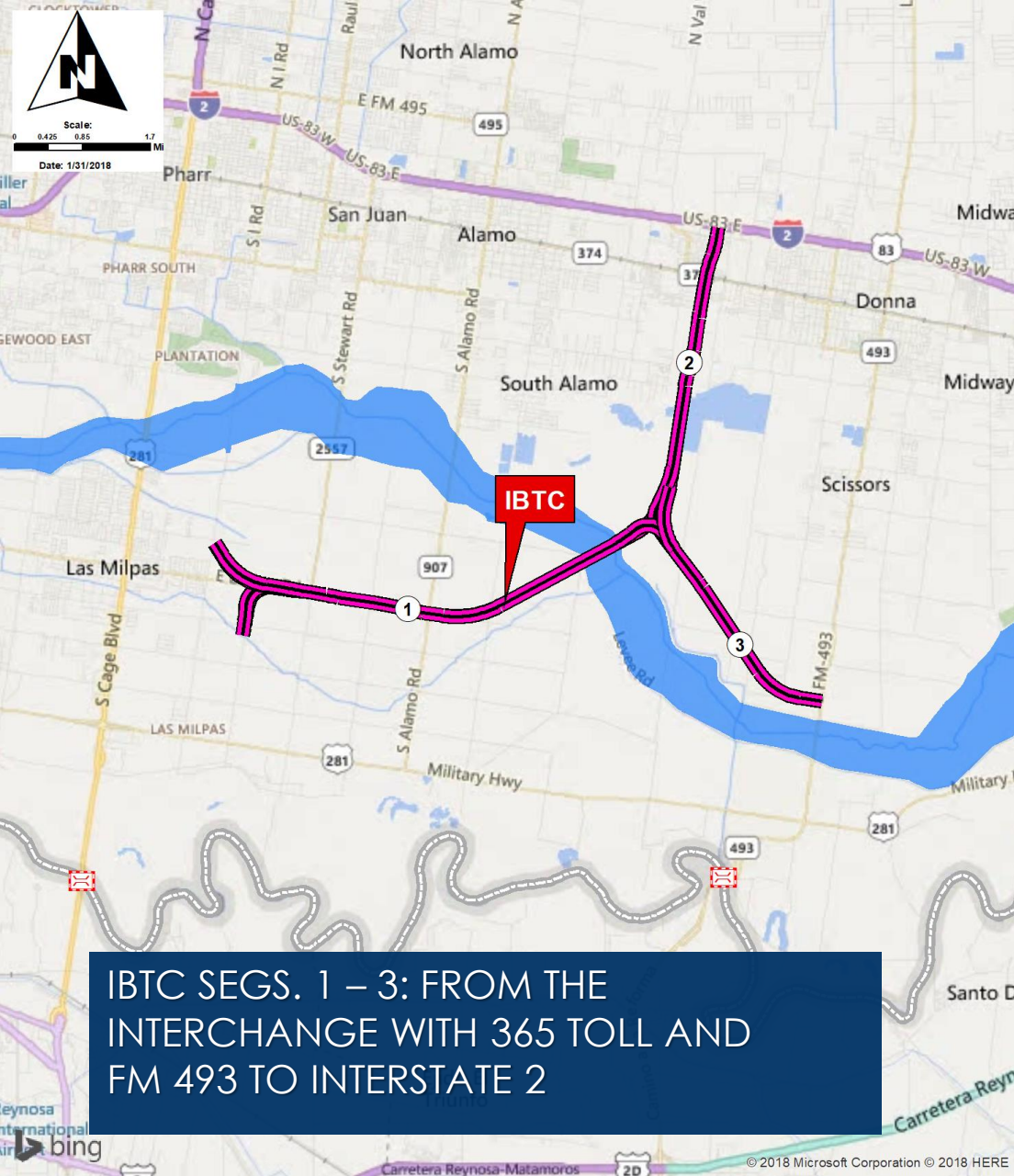
► **POST-NEPA ACTIVITY:**

- ❑ USIBWC Coordination during Construction
- ❑ USACE 404 Site Grading Improvements

► **GEC ACTIVITY (HDR ENGINEERING, INC.):**

- ❑ Conducted due diligence on construction costs and operational modeling.
- ❑ GEC Report completed, but will require update for the rescope.





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

IBTC

MAJOR MILESTONES:

OBTAINED EA ENV
CLASSIF.: 11/2017

EST. NEPA
CLEARANCE: 03/2020

EST. LETTING: 01/2021

EST. OPEN: 06/2024



► IBTC SCHEDULE

IBTC

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

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

Project Milestones	2019												2020												2021													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Environmental (Ongoing)																																						
Surveys (65%)																																						
ROW Title Research / Appraisals																																						
ROW Acquisition (5% Adv. Acq.)																																						
Plans, Specs., & Estimates (50%)																																						
Utility Coordination (SUE 100%)																																						
Utility Relocation																																						
Constr. Contract Letting Phase																																						
Constr. Award / Commence																																						
CONSTRUCTION FROM 06/2021 TO 06/2024																																						

CONSTRUCTION FROM 06/2021 TO 06/2024



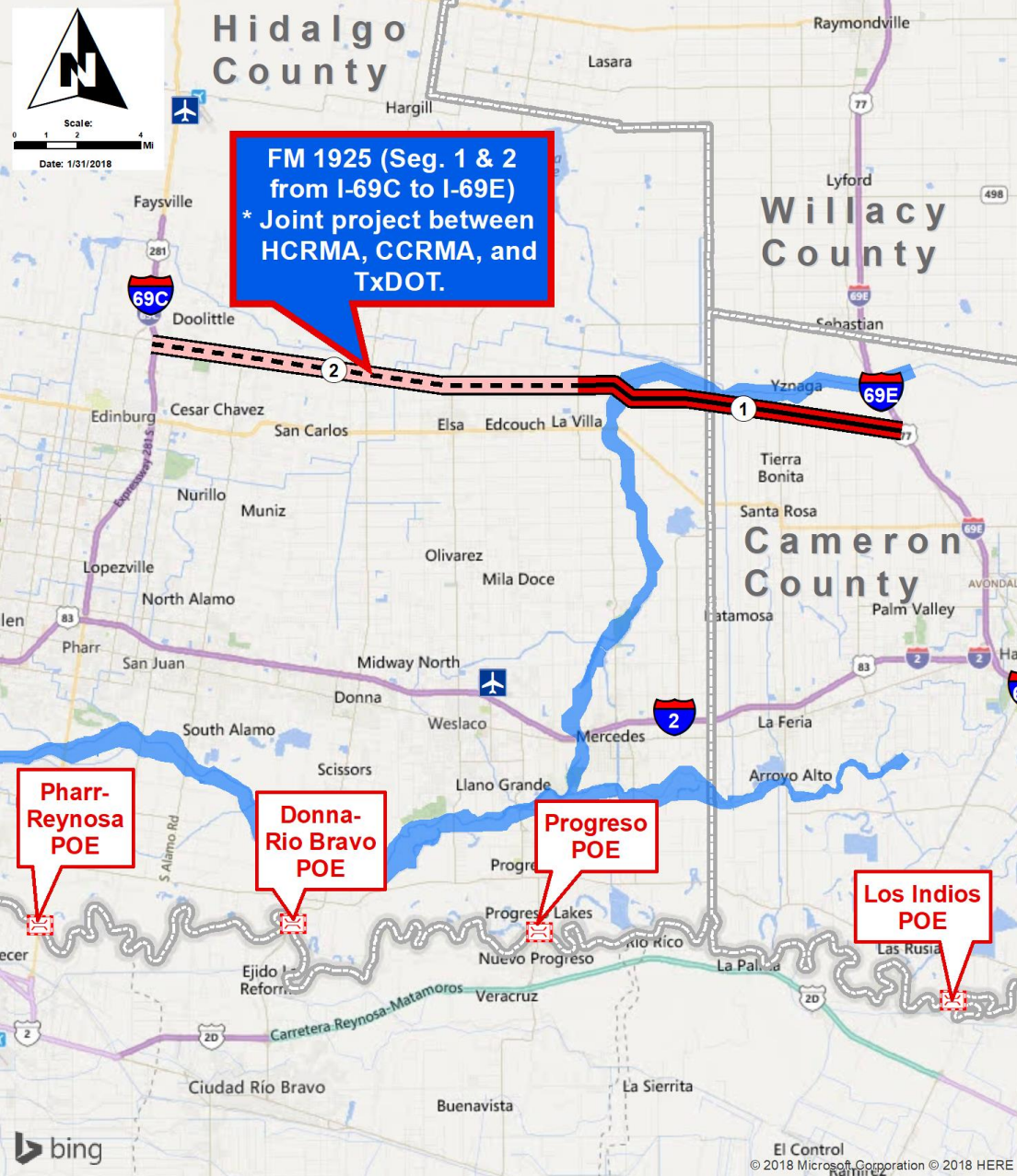
► ADVANCE PLANNING

- ❑ 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)
- ❑ ROW Acquisition (5% complete)
- ❑ Utility Relo. (SUE 100%, coordination initiated, Overall 20%)
- ❑ Design (PS&E, 50% complete): On Hold





FM 1925

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

- ▶ PROJECT LENGTH ~27 MILES
- ▶ FROM I-69C 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.

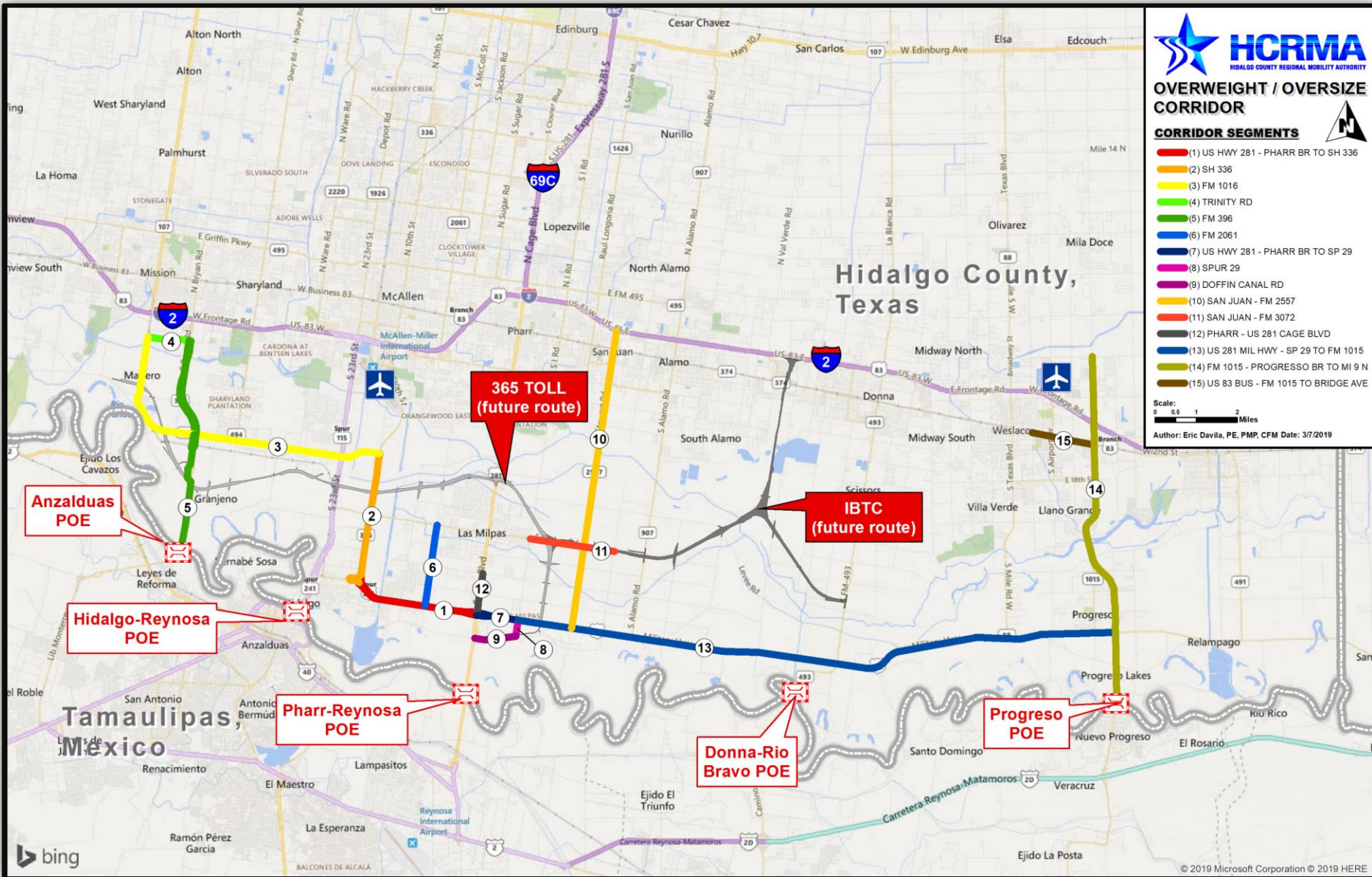


OVERWEIGHT / OVERSIZE CORRIDOR

CORRIDOR SEGMENTS

- (1) US HWY 281 - PHARR BR TO SH 336
- (2) SH 336
- (3) FM 1016
- (4) TRINITY RD
- (5) FM 396
- (6) FM 2061
- (7) US HWY 281 - PHARR BR TO SP 29
- (8) SPUR 29
- (9) DOFFIN CANAL RD
- (10) SAN JUAN - FM 2557
- (11) SAN JUAN - FM 3072
- (12) PHARR - US 281 CAGE BLVD
- (13) US 281 MIL HWY - SP 29 TO FM 1015
- (14) FM 1015 - PROGRESSO BR TO MI 9 N
- (15) US 83 BUS - FM 1015 TO BRIDGE AVE

Scale: 0 0.5 1 2 Miles
 Author: Eric Davila, PE, PMP, CFM Date: 3/7/2019



► **2019 OVERWEIGHT PERMITS**
JAN 1, 2019 – MAY 3, 2019

OW

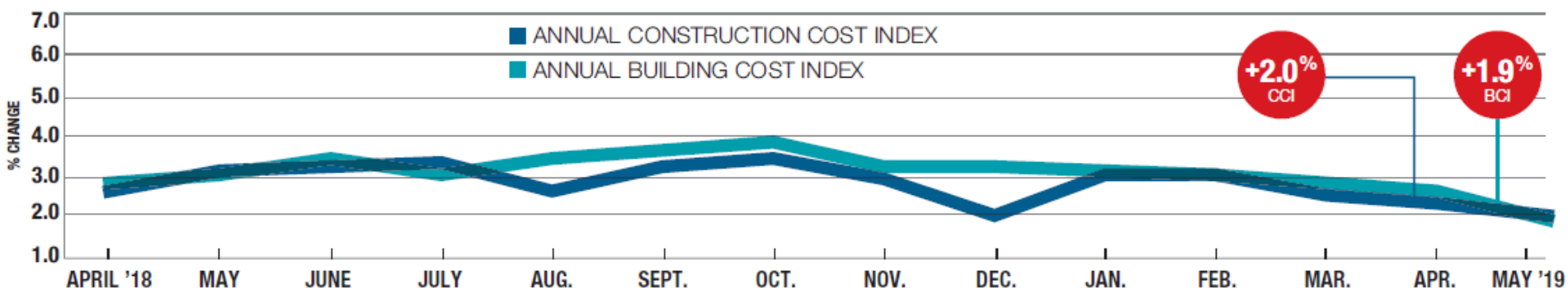
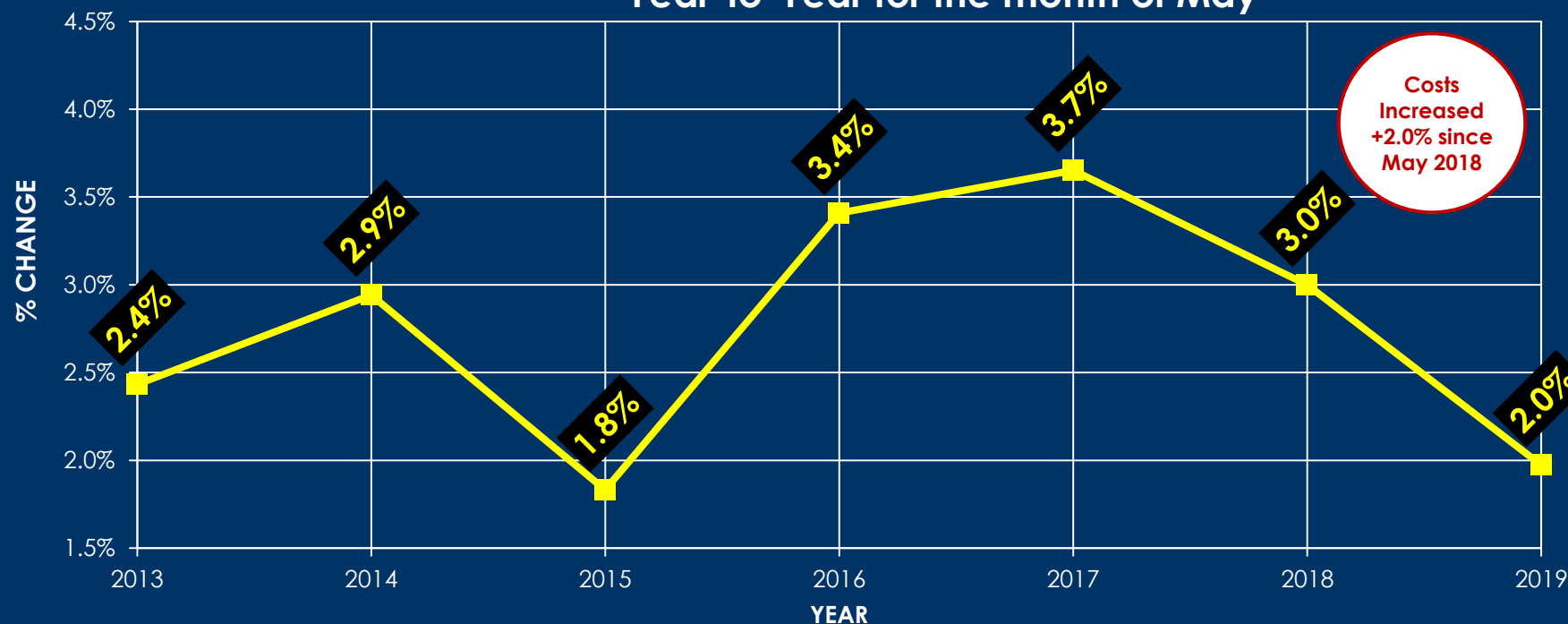
Total Permits Issued:	11,356
Total Amount Collected:	\$ 2,327,312
■ Convenience Fees:	\$ 56,112
■ Total Permit Fees:	\$ 2,271,200
– Pro Miles:	\$ 34,068
– TxDOT:	\$ 1,930,520
– HCRMA:	\$ 306,612



► CONSTR. ECONOMICS MAY 2019

CE

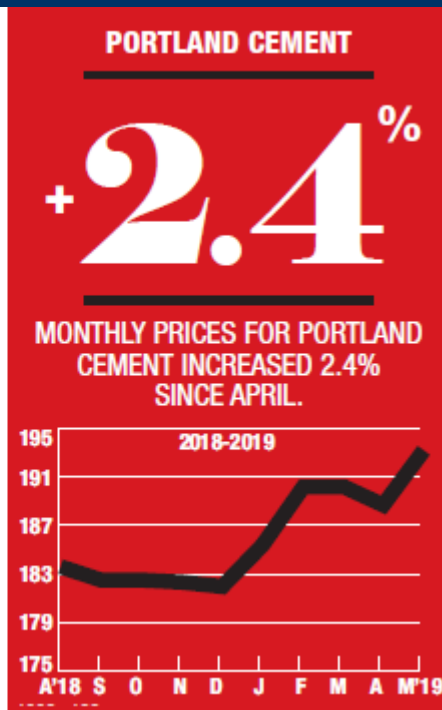
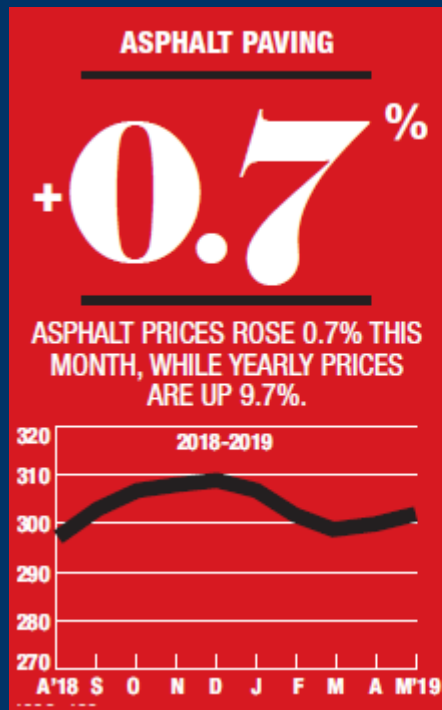
Construction Cost Index (CCI) Change (%)
Year-to-Year for the month of May



► CONSTR. ECONOMICS MAY 2019

■ The 20-city average price for liquid asphalt has changed as follows:

- Monthly price increased 0.7% in May 2019
- Yearly price increased 9.7% since May 2018



20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG 58	TON	431.24	+0.7	+9.7
Cutback, MC800	TON	392.10	+0.1	+1.3
Emulsion, RAPID SET	TON	360.71	0.0	+0.5
Emulsion, SLOW SET	TON	371.06	+0.1	+0.4
PORTLAND CEMENT				
Type one	TON	135.63	+2.4	+17.8
MASONRY CEMENT				
70-lb bag	TON	10.16	+2.8	+6.3
CRUSHED STONE				
Base course	TON	10.25	0.0	+1.7
Concrete course	TON	10.86	0.0	-0.3
Asphalt course	TON	11.24	0.0	-0.2
SAND				
Concrete	TON	9.22	0.0	+1.9
Masonry	TON	11.23	+0.2	+2.0
READY-MIX CONCRETE				
3,000 psi	CY	115.62	+0.1	+0.9
4,000 psi	CY	133.66	-1.4	-1.2
5,000 psi	CY	177.37	+0.8	+13.8
CONCRETE BLOCK				
Normal weight: 8" x 8" x 16"	C	144.46	+0.1	+2.5
Lightweight: 8" x 8" x 16"	C	170.07	+0.1	+1.6
12" x 8" x 16"	C	180.02	+0.2	+1.3

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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 05/17/19 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 05/28/19 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD APRIL 23, 2019.**
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 April 23, 2019.
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 April 23, 2019, 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, April 23, 2019**, 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:	None
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, IV, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Maria Alaniz, Administrative Assistant II Luis Cardenas, Escobedo & Cardenas, LLP, Legal Counsel

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 5:28 pm.

1. Review of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.
Mr. Eric Davila reviewed the 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.
2. Review of Quarterly Investment Report for Period Ending March 31, 2019.
Mr. Pilar Rodriguez reviewed the Quarterly Investment Report for Period Ending March 31, 2019.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

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

2. CONSENT AGENDA.

Motion by Alonzo Cantu, with a second by Paul Moxley, to approve the Consent Agenda. Motion carried unanimously.

- A. Approval of Minutes for the Regular Meeting held March 26, 2019.
Approved the Minutes for the Regular Meeting held March 26, 2019.
- B. Approval of Project & General Expense Report for the period from March 9, 2019 to April 8, 2019.
Approved the Project & General Expense Report for the period from March 9, 2019 to April 8, 2019.
- C. Approval of Financial Reports for March 2019.
Approved the Financial Reports for March 2019.
- D. Approval of Quarterly Investment Report for the Period Ending March 31, 2019.
Approved the Quarterly Investment Report for the Period Ending March 31, 2019.
- E. Resolution 2019- 20 – Approval of Contract Amendment No. 1 to the Professional Service Agreement with Saenz Oil and Gas for a no-cost time extension.
Approved Resolution 2019- 20 – Approval of Contract Amendment No. 1 to the Professional Service Agreement with Saenz Oil and Gas for a no-cost time extension.
- F. Resolution 2019- 21 – Approval of Work Authorization 2 to the Professional Service Agreement with Saenz Oil and Gas for utility engineering service support on the 365 Tollway Project.
Approved Resolution 2019- 21 – Approval of Work Authorization 2 to the Professional Service Agreement with Saenz Oil and Gas for utility engineering service support on the 365 Tollway Project in the amount of \$21,991.20.
- G. Approval Resolution 2019-22 – Approval of Work Authorization 7 to the Professional Services Agreement with C&M Associates, Inc. for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LGRV) Travel Demand Model (TDM) for 2019.
Approved Resolution 2019-22 – Approval of Work Authorization 7 to the Professional Services Agreement with C&M Associates, Inc. for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LGRV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71.
- H. Resolution 2019-23 – Approval of Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7.
Approved Resolution 2019-23 – Approval of Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of 200,783.26.

3. REGULAR AGENDA

- A. Resolution 2019-17 –Approval of Award of Contract with Burton McCumber & Longoria to provide Auditing Services to the Hidalgo County Regional Mobility Authority and Authorization for staff to negotiate and execute the annual engagement letter.

Motion by Forrest Runnels, with a second by Rick Perez, to approve Resolution 2019-17 – Approval of Award of Contract with Burton McCumber & Longoria to provide Auditing Services to the Hidalgo County Regional Mobility Authority and Authorization for staff to negotiate and execute the annual engagement letter. Motion carried unanimously.

- B. Resolution 2019-18 – Approval of One Year Extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority.

Motion by Frank Pardo, with a second by Rick Perez, to approve Resolution 2019-18 – Approval of One Year Extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority. Motion carried unanimously.

- C. Resolution 2019- 19 - Adoption of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.

Motion by Ezequiel Reyna, with a Paul Moxley, to approve Resolution 2019- 19 - Adoption of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System. Motion carried unanimously.

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)

Motion by Forrest Runnels, with a second by Rick Perez, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 6A under Section 551.071 of the Texas Government Code at 5:39 pm. Motion carried unanimously.

Motion by Paul Moxley, with a second by Rick Perez, to reconvene the regular board meeting at 6:04 pm. Motion carried unanimously.

- 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.).

No action taken.

- B. 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.

- C. 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.
- 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.).
No action taken.
- 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.).
No action taken.
- 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.).
No action taken.
- 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.).
No action taken.
- H. Consultation with Attorney on legal issues pertaining to the construction contract with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway) (Section 551.071 T.G.C.).
No action taken.

PUBLIC COMMENT

No Comments.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Ezequiel Reyna, with a second by Rick Perez, to adjourn the meeting at 6:04 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> 05/21/19 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 05/28/19 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM APRIL 9, 2019 THROUGH MAY 10, 2019**

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

Consideration and approval of project and general expense report for the period from April 9, 2019 through May 10, 2019

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	\$ 121,409.20
Disbursement Account	\$ 16,987.45
R.O.W Services	\$ 23,164.66
Total Project Expenses for Reporting Period	\$ 161,561.31

Fund Balance after Expenses	\$ 1,874,771.30
-----------------------------	-----------------

5. Staff Recommendation: **Motion to approve the project and general expense report for the April 9, 2019 to May 10, 2019 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: May 17, 2019
Re: **Expense Report for the Period from April 9, 2019 to May 10 2019**

Attached is the expense report for the period commencing on April 9, 2019 and ending on May 10, 2019.

Expenses for the General Account total \$121,409.20, the Disbursement Account total \$16,987.45, and ROW Services total \$23,164.66. The aggregate expense for the reporting period is \$161,561.31.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$161,561.31.**

This leaves a fund balance (all funds) after expenses of \$1,874,771.30.

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



Plains Capital 41

	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	City of Pharr	April 2019	\$ 68,937.43
	Office Depot	Thru 5/14/2019	\$ 166.87
	A-Fast Delivery, LLC	April 2019	\$ 101.50
	Copy Zone	April 2020	\$ 696.70
Telephone	Verizon Wireless	April 2019	\$ 151.96
	Pathfinder Public Affairs	April 2019	\$ 10,204.00
	Bracewell, LLP	April 2019	\$ 6,740.00
	Escobedo & Cardenas, LLP	April 2019	\$ 120.00
Accounting Fees	City of Pharr	April 2019	\$ 205.00
Rent	City of Pharr	May 2019	\$ 4,480.00
	City of Pharr	April 2019	\$ 8,490.46
	City of Pharr	May 2019	\$ 675.00
	Dahill	05/08/19-06/07/19	\$ 683.21
	Dahill	05/14/19-06/13/19	\$ 224.46
	Pena Designs	April 2019	\$ 200.00
Professional Services	Shepard Walton King	2019	\$ 2,451.00
	Shepard Walton King	2019	\$ 3,920.00
	Credit Card Services	04/4/19-05/03/19	\$ 199.00
	Credit Card Services	04/4/19-05/03/19	\$ 518.08
	Credit Card Services	04/4/19-05/03/19	\$ 2,682.29
	Bentley	5/19/2019-5/18/2020	\$ 4,420.00
	LiftOff, LLC	Thru July 2019	\$ 178.80
	Eric Davila	4/18/2019	\$ 680.21
	Ramon Navarro, IV	5/06/19-05/09/19	\$ 620.93
	Maria Alaniz	5/15/19-05/16/19	\$ 526.30
	Top Cut Lawn Care	April 2019	\$ 1,409.00
	A Better Water Solution -Get Filtered	5/1/2019	\$ 52.00
	Felimon Gauna, Jr.	4/23/2019	\$ 740.00
	Step Right Co. SA	April 2019	\$ 285.00
	Jose Angel Beaz	April 2019	\$ 650.00
			\$ 121,409.20
Wilmington Trust 45/Capital Projects			
Legal Fees	Bracewell, LLP	April 2019	\$ 120.00
	Bracewell, LLP	April 2019	\$ 845.00
Engineering Services	Blanton & Associates, Inc.	04/1/19-04/30/19	\$ 10,531.14
	Saenz Oil & Gas Services	03/01/19-04/30/19	\$ 2,940.00
	Top Cut Lawn Care	April 2019	\$ 1,080.00
	Top Cut Lawn Care	April 2019	\$ 648.00
	Brightview Landscape Svc DBA Greater Texas Landscape Services	May 2019	\$ 823.31
			\$ 16,987.45

Make Check Payable to	Date Work Performed	Amount
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R.O.W. Services

Requisitions

Barron, Adler, Clough & Oddo, LLP	Thru May 31, 2019	\$ 22,834.66
		\$ 22,834.66

SIB Construction Account 45

Legal Fees	Escobedo & Cardenas, LLP	April 2019	\$ 330.00
			\$ 330.00

Sub Total - General	\$	121,409.20
Sub Total - Projects	\$	16,987.45
Sub Total -	\$	-
Sub Total - SIB Acquisitions	\$	330.00
Sub Total - SIB R.O.W.	\$	22,834.66
Total	\$	161,561.31

Approved: _____
S. David Deanda, Jr., Chairman

Recommend Approval: _____
Pilar Rodriguez, Executive Director

Approved: _____
Ricardo Perez, Secretary/Treasurer

Date: 5/28/2019

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Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 05/21/19 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 05/28/19 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF APRIL 2019.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the months of April 2019.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the month of April 2019, as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION APRIL 30, 2019**

ASSETS

CURRENT ASSETS

Cash	\$ 506,875
Investment-Cap. Projects nonrestricted	55,566
Pool Investments	1,455,802
Promiles-Prepaid/Escrow Overweight Permit Fees	19,750
Accounts Receivable - VR Fees	<u>610,600</u>
Total Current Assets	<u>2,648,593</u>

RESTRICTED ASSETS

Investment-debt service	1,673,568
Investment-debt service jr. lien	<u>4,324,992</u>
Total Restricted Assets	<u>5,998,560</u>

CAPITAL ASSETS

Land-enviornmental	441,105
Computer equip/software	8,607
Construction in progress	<u>127,419,014</u>
Total Capital Assets	<u>127,868,726</u>

TOTAL ASSETS	<u>\$ 136,515,879</u>
---------------------	------------------------------

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable-City of Pharr	\$ 77,428
Unearned Revenue - Overweight Permit Escrow	19,750
Current Portion of Bond Premium	<u>76,452</u>
Total Current Liabilities	<u>173,630</u>

RESTRICTED LIABILITIES

Current accrued Interest - Bonds	229,576
Current Portion of Long-Term Debt	<u>1,220,000</u>
Total Restricted Liabilities	<u>1,449,576</u>

LONG-TERM LIABILITIES

2013 VRF Bonds Payable	54,740,000
Jr. Lien Bonds	21,435,132
Bond premium	1,834,837
Other Payables	5,377,193
Advance on Construction	<u>63,000</u>
Total Long-Term Liabilities	<u>83,450,162</u>
Total Liabilities	<u>85,073,368</u>

NET POSITION

Investment in Capital Assets, Net of Related Debt	43,122,112
Restricted for:	
Debt Service	5,768,984
Unrestricted	<u>2,551,415</u>
Total Net Position	<u>51,442,511</u>

TOTAL LIABILITIES AND NET POSITION	<u>\$ 136,515,879</u>
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CITY OF PHARR
BALANCE SHEET
AS OF: APRIL 30TH, 2019

41 -HCRMA-GENERAL

ACCOUNT#	TITLE		
ASSETS			
=====			
41-1-1100	GENERAL OPERATING	506,874.94	
41-1-1102	POOL INVESTMENTS	1,455,802.09	
41-1-1113	ACCOUNTS RECIEVABLES-VR FEES	610,600.00	
41-1-1113-1	PROMILES-PREPAID/ESCROW OVERWE	19,750.00	
41-1-1118	CONSTRUCTION IN PROGRESS	127,419,014.15	
41-1-1119-1	LAND-ENVIRONMENTAL	441,105.00	
41-1-1122	COMPUTER EQUIP/SOFTWARE	8,606.51	
		<u>130,461,752.69</u>	
TOTAL ASSETS			130,461,752.69
LIABILITIES			
=====			
41-2-1212-1	A/P CITY OF PHARR	77,427.89	
41-2-1212-9	OTHER PAYABLES	5,377,193.33	
41-2-1213-1	UNEARNED REV.-OVERWEIGHT	19,750.00	
41-2-1213-9	CURRENT-UNAMORTIZED PREMIUM	76,451.51	
41-2-1214-1	BONDS PAYABLE-CURRENT	1,220,000.00	
41-2-1214-10	LONG TERM BONDS- JR LIEN	21,435,132.30	
41-2-1214-2	BONDS PAYABLE-LONG TERM PORTIO	54,740,000.00	
41-2-1214-3	UNAMORTIZED PREMIUM ON BOND	1,834,837.18	
41-2-1214-9	ADVANCE ON CONSTRUCTION	63,000.00	
TOTAL LIABILITIES		<u>84,843,792.21</u>	
EQUITY			
=====			
41-3-3400	FUND BALANCE	45,985,172.79	
TOTAL BEGINNING EQUITY		45,985,172.79	
TOTAL REVENUE		2,676,645.63	
TOTAL EXPENSES		<u>3,043,857.94</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(367,212.31)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>45,617,960.48</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			130,461,752.69
=====			

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CITY OF PHARR
REVENUE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

1

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
	HCRMA					
4-1504	VEHICLE REGISTRATION FEES	610,600.00	2,329,690.00	6,700,000.00	4,370,310.00	34.77
4-1505-5	PROMILES-OW/OS PERMIT FEES	78,516.00	333,246.20	1,200,000.00	866,753.80	27.77
4-1506	INTEREST REVENUE	3,086.68	13,196.93	25,000.00	11,803.07	52.79
	TOTAL HCRMA	692,202.68	2,676,133.13	7,925,000.00	5,248,866.87	33.77
	46-CHARGES FOR CURRENT SE					
4-4664	MISCELLANEOUS	512.50	512.50	0.00	(512.50)	0.00
	TOTAL 46-CHARGES FOR CURRENT SE	512.50	512.50	0.00	(512.50)	0.00
	48-INTERFUND TRANSFERS					
	** TOTAL FUND REVENUES **	692,715.18	2,676,645.63	7,925,000.00	5,248,354.37	33.77

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

1

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA ADMINISTRATION =====							
GENERAL -----							
10-							
11-PERSONNEL SERVICES							
52900-1100	SALARIES	28,491.39	128,370.65	0.00	551,100.00	422,729.35	23.29
52900-1104	OVERTIME	0.00	7.52	0.00	500.00	492.48	1.50
52900-1105	FICA	2,224.88	10,034.56	0.00	49,300.00	39,265.44	20.35
52900-1106	HEALTH INSURANCE	3,450.20	10,720.45	0.00	32,000.00	21,279.55	33.50
52900-1115	EMPLOYEES RETIREMENT	2,199.82	9,774.77	0.00	51,600.00	41,825.23	18.94
52900-1116	PHONE ALLOWANCE	300.00	1,350.00	0.00	6,300.00	4,950.00	21.43
52900-1117	CAR ALLOWANCE	1,200.00	5,400.00	0.00	30,000.00	24,600.00	18.00
52900-1122	EAP- ASSISTANCE PROGRAM	4.02	13.53	0.00	0.00	(13.53)	0.00
52900-1178	ADMIN FEE	600.00	2,700.00	0.00	9,750.00	7,050.00	27.69
52900-1179	CONTINGENCY	0.00	0.00	0.00	17,600.00	17,600.00	0.00
TOTAL 11-PERSONNEL SERVICES		38,470.31	168,371.48	0.00	748,150.00	579,778.52	22.51
12-							
52900-1200	OFFICE SUPPLIES	552.55	2,787.34	0.00	10,000.00	7,212.66	27.87
TOTAL 12-		552.55	2,787.34	0.00	10,000.00	7,212.66	27.87
16-							
52900-1603	BUILDING REMODEL	3,810.00	39,441.34	0.00	65,000.00	25,558.66	60.68
52900-1604	MAINTENANCE & REPAIR	53.36	1,065.86	0.00	5,000.00	3,934.14	21.32
52900-1605	JANITORIAL	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1606	UTILITIES	89.41	747.06	0.00	2,400.00	1,652.94	31.13
52900-1607	CONTRACTUAL ADM/IT SERVICES	675.00	6,230.00	0.00	13,000.00	6,770.00	47.92
52900-1610	DUES & SUBSCRIPTIONS	100.00	2,495.00	0.00	30,000.00	27,505.00	8.32
52900-1610-1	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	0.00	3,500.00	3,500.00	0.00
52900-1611	POSTAGE/FEDEX/COURTIER	154.40	721.99	0.00	3,000.00	2,278.01	24.07
52900-1620	GENERAL LIABILITY	2,931.00	3,238.72	0.00	5,000.00	1,761.28	64.77
52900-1621	INSURANCE-E&O	1,396.34	1,396.34	0.00	1,500.00	103.66	93.09
52900-1622	INSURANCE-SURETY	0.00	0.00	0.00	800.00	800.00	0.00
52900-1623	INSURANCE-LETTER OF CREDIT	0.00	0.00	0.00	550.00	550.00	0.00
52900-1623-1	INSURANCE-OTHER	3,875.28	3,875.28	0.00	2,500.00	(1,375.28)	155.01
52900-1630	BUSINESS MEALS	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1640	ADVERTISING	0.00	1,960.26	0.00	4,000.00	2,039.74	49.01
52900-1650	TRAINING	2,750.00	3,869.00	0.00	8,000.00	4,131.00	48.36
52900-1660	TRAVEL	384.71	1,226.95	0.00	15,000.00	13,773.05	8.18

CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
52900-1662	PRINTING & PUBLICATIONS	(174.79)	1,730.68	0.00	10,000.00	8,269.32	17.31
TOTAL 16-		16,044.71	67,998.48	0.00	171,250.00	103,251.52	39.71
17-							
52900-1703	BANK SERVICE CHARGES	0.00	5,750.00	0.00	0.00	(5,750.00)	0.00
52900-1705	ACCOUNTING FEES	4,205.00	22,615.00	0.00	25,000.00	2,385.00	90.46
52900-1710	LEGAL FEES	4,889.26	6,479.26	0.00	50,000.00	43,520.74	12.96
52900-1710-1	LEGAL FEES-GOV.AFFAIRS	10,000.00	30,000.00	0.00	120,000.00	90,000.00	25.00
52900-1712	FINANCIAL CONSULTING FEES	(1,130.00)	1,130.00	0.00	2,000.00	870.00	56.50
52900-1712-1	INSURANCE CONSULTANT	0.00	0.00	0.00	7,000.00	7,000.00	0.00
52900-1715	RENT-OFFICE	4,480.00	14,115.00	0.00	54,000.00	39,885.00	26.14
52900-1715-1	RENT-OFFICE EQUIPMENT	0.00	2,732.84	0.00	8,500.00	5,767.16	32.15
52900-1715-2	RENT-OTHER	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1716	CONTRACTUAL WEBSITE SERVICES	200.00	600.00	0.00	2,400.00	1,800.00	25.00
52900-1731	MISCELLANEOUS	0.00	0.00	0.00	500.00	500.00	0.00
52900-1732	PENALTIES & INTEREST	0.00	21.04	0.00	500.00	478.96	4.21
TOTAL 17-		22,644.26	83,443.14	0.00	270,900.00	187,456.86	30.80
18-							
52900-1850	CAPITAL OUTLAY	0.00	0.00	0.00	5,000.00	5,000.00	0.00
52900-1899	NON-CAPITAL	0.00	1,307.82	0.00	6,400.00	5,092.18	20.43
TOTAL 18-		0.00	1,307.82	0.00	11,400.00	10,092.18	11.47
19-							
52900-1999-3	TRANSFER OUT TO DEBT	329,515.46	1,318,069.84	0.00	3,974,912.00	2,656,842.16	33.16
52900-1999-5	TRANS OUT DEB-JR LIEN	0.00	1,082,432.00	0.00	1,082,432.00	0.00	100.00
52900-1999-9	TRANSFER OUT-CAPITAL PROJ	30,000.00	128,591.00	0.00	0.00	(128,591.00)	0.00
TOTAL 19-		359,515.46	2,529,092.84	0.00	5,057,344.00	2,528,251.16	50.01
88-CAPITAL EXPENDITURES							
TOTAL GENERAL		437,227.29	2,853,001.10	0.00	6,269,044.00	3,416,042.90	45.51
TOTAL HCRMA ADMINISTRATION		437,227.29	2,853,001.10	0.00	6,269,044.00	3,416,042.90	45.51

CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA CONSTRUCTION MGMT =====							
GENERAL -----							
11-PERSONNEL SERVICES							
53000-1100	SALARIES	17,414.66	79,335.95	0.00	506,267.00	426,931.05	15.67
53000-1104	OVERTIME	0.00	0.00	0.00	25,000.00	25,000.00	0.00
53000-1105	FICA	1,324.37	6,069.56	0.00	42,800.00	36,730.44	14.18
53000-1106	HEALTH INSURANCE	2,971.42	9,286.64	0.00	27,000.00	17,713.36	34.39
53000-1115	EMPLOYEES RETIREMENT	1,463.27	6,662.51	0.00	44,900.00	38,237.49	14.84
53000-1116	PHONE ALLOWANCE	276.90	1,246.05	0.00	9,600.00	8,353.95	12.98
53000-1117	CAR ALLOWANCE	553.84	2,492.28	0.00	43,200.00	40,707.72	5.77
53000-1122	EAP- ASSISTANCE PROGRAM	4.02	13.53	0.00	0.00	13.53	0.00
53000-1178	ADMN FEE	450.00	2,025.00	0.00	15,600.00	13,575.00	12.98
53000-1179	CONTINGENCY	0.00	0.00	0.00	16,700.00	16,700.00	0.00
TOTAL 11-PERSONNEL SERVICES		24,458.48	107,131.52	0.00	731,067.00	623,935.48	14.65
12-							
53000-1200	OFFICE SUPPLIES	0.00	0.00	0.00	5,000.00	5,000.00	0.00
53000-1201	SMALL TOOLS	0.00	0.00	0.00	10,000.00	10,000.00	0.00
TOTAL 12-		0.00	0.00	0.00	15,000.00	15,000.00	0.00
16-							
53000-1604	MAINTENCE & REPAIRS	0.00	275.00	0.00	0.00	275.00	0.00
53000-1605	JANITORIAL	0.00	339.00	0.00	600.00	239.00	139.83
53000-1606-1	UTILITIES	194.80	588.58	0.00	600.00	11.42	98.10
53000-1608	UNIFORMS	0.00	0.00	0.00	6,000.00	6,000.00	0.00
53000-1610	DUES & SUBSCRIPTIONS	289.00	289.00	0.00	2,000.00	1,711.00	14.45
53000-1610-1	SUBSCRIPTIONS - SOFTWARE	0.00	6,000.00	0.00	27,000.00	21,000.00	22.22
53000-1640	ADVERTISING	0.00	0.00	0.00	2,500.00	2,500.00	0.00
53000-1650	TRAINING	0.00	70.00	0.00	5,000.00	4,930.00	1.40
53000-1660	TRAVEL	0.00	430.93	0.00	8,000.00	7,569.07	5.39
TOTAL 16-		483.80	8,492.51	0.00	51,700.00	43,207.49	16.43

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
17-							
53000-1715	RENT CONSTRUCTION OFFICE	1,800.00	3,600.00	0.00	2,800.00	(800.00)	128.57
53000-1715-1	RENTAL - OFFICE EQUIPMENT	0.00	897.84	0.00	3,200.00	2,302.16	28.06
53000-1715-2	RENT-OTHER	0.00	0.00	0.00	1,500.00	1,500.00	0.00
TOTAL 17-		1,800.00	4,497.84	0.00	7,500.00	3,002.16	59.97
18-							
53000-1850	CAPITAL OUTLAY	0.00	0.00	0.00	54,000.00	54,000.00	0.00
53000-1899	NON-CAPITALIZED	0.00	1,299.00	0.00	27,200.00	25,901.00	4.78
TOTAL 18-		0.00	1,299.00	0.00	81,200.00	79,901.00	1.60
TOTAL GENERAL		26,742.28	121,420.87	0.00	886,467.00	765,046.13	13.70
TOTAL HCRMA CONSTRUCTION MGMT		26,742.28	121,420.87	0.00	886,467.00	765,046.13	13.70
HCRMA PROGRAM MGMT =====							
GENERAL -----							
11-PERSONNEL SERVICES							
54000-1100	SALARIES	9,982.40	44,776.00	0.00	377,000.00	332,224.00	11.88
54000-1104	OVERTIME	0.00	0.00	0.00	500.00	500.00	0.00
54000-1105	FICA	775.16	3,489.44	0.00	30,300.00	26,810.56	11.52
54000-1106	HEALTH INSURANCE	2,091.66	6,393.28	0.00	20,500.00	14,106.72	31.19
54000-1115	EMPLOYEES RETIREMENT	852.40	3,824.19	0.00	32,000.00	28,175.81	11.95
54000-1116	PHONE ALLOWANCE	92.30	415.35	0.00	4,800.00	4,384.65	8.65
54000-1117	CAR ALLOWANCE	553.84	2,492.28	0.00	14,400.00	11,907.72	17.31
54000-1122	EAP- ASSISTANCE PROGRAM	1.34	4.51	0.00	0.00	(4.51)	0.00
54000-1178	ADMN FEE	150.00	675.00	0.00	7,800.00	7,125.00	8.65
54000-1179	CONTINGENCY	0.00	0.00	0.00	11,900.00	11,900.00	0.00
TOTAL 11-PERSONNEL SERVICES		14,499.10	62,070.05	0.00	499,200.00	437,129.95	12.43

CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
12-							
54000-1200	OFFICE SUPPLIES	1,430.72	3,491.14	0.00	2,000.00	(1,491.14)	174.56
	TOTAL 12-	1,430.72	3,491.14	0.00	2,000.00	(1,491.14)	174.56
16-							
54000-1610	DUES & SUBSCRIPTIONS	0.00	0.00	0.00	2,500.00	2,500.00	0.00
54000-1610-1	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	0.00	54,000.00	54,000.00	0.00
54000-1640	ADVERTISING	(263.25)	352.36	0.00	0.00	(352.36)	0.00
54000-1650	TRAINING	0.00	920.00	0.00	3,000.00	2,080.00	30.67
54000-1660	TRAVEL	98.13	1,025.52	0.00	5,000.00	3,974.48	20.51
	TOTAL 16-	(165.12)	2,297.88	0.00	64,500.00	62,202.12	3.56
18-							
54000-1850	CAPITAL OUTLAY	0.00	0.00	0.00	45,000.00	45,000.00	0.00
54000-1899	NON-CAPITALIZED	0.00	0.00	0.00	19,600.00	19,600.00	0.00
	TOTAL 18-	0.00	0.00	0.00	64,600.00	64,600.00	0.00
	TOTAL GENERAL	15,764.70	67,859.07	0.00	630,300.00	562,440.93	10.77
	TOTAL HCRMA PROGRAM MGMT	15,764.70	67,859.07	0.00	630,300.00	562,440.93	10.77
HCRMA BSIF =====							
GENERAL -----							
16-							
58000-1604-1	MAINTENANCE AND REPAIR -BSIF	0.00	1,409.00	0.00	6,000.00	4,591.00	23.48
58000-1606-2	UTILITIES - BSIF	61.19	167.90	0.00	1,200.00	1,032.10	13.99
	TOTAL 16-	61.19	1,576.90	0.00	7,200.00	5,623.10	21.90
	TOTAL GENERAL	61.19	1,576.90	0.00	7,200.00	5,623.10	21.90
	TOTAL HCRMA BSIF	61.19	1,576.90	0.00	7,200.00	5,623.10	21.90
**	TOTAL FUND EXPENSES **	479,795.46	3,043,857.94	0.00	7,793,011.00	4,749,153.06	39.06

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE: 291,163.65
 DEPOSITS: + 415,891.72
 WITHDRAWALS: + 194,933.59CR
 ADJUSTMENTS: + 0.00
 ENDING STATEMENT BALANCE: 512,121.78

GL ACCOUNT BALANCE: 506,874.94
 OUTSTANDING DEPOSITS: - 0.00
 OUTSTANDING CHECKS: - 5,246.84CR
 ADJUSTMENTS: + 0.00
 ADJUSTED GL ACCOUNT BALANCE: 512,121.78

STATEMENT BALANCE: 512,121.78
 BANK DIFFERENCE: 0.00
 G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

4/30/2019 043019 FUND 41 ACTIVITY 79,054.06
 TOTAL CLEARED DEPOSITS: 79,054.06
 =====

CLEARED CHECKS:

3/07/2019 002267 ADVANCE PUBLISHING COMPANY 263.25CR
 3/28/2019 002273 GET FILTERED, INC 65.00CR
 3/28/2019 002274 A FAST DELIVERY 163.50CR
 3/28/2019 002275 ADVANCE PUBLISHING COMPANY 97.50CR
 3/28/2019 002276 BURTON MCCUMBER & CORTEZ, LLP 10,000.00CR
 3/28/2019 002277 COPYZONE 660.45CR
 3/28/2019 002279 OFFICE DEPOT 1,961.01CR
 3/28/2019 002280 JSJ RODRIGUEZ INC 567.42CR
 3/29/2019 002281 DAHILL 907.67CR
 3/29/2019 002282 DAHILL 487.50CR
 4/26/2019 002284 A FAST DELIVERY 164.75CR
 4/26/2019 002286 BURTON MCCUMBER & LONGORIA, LL 8,000.00CR
 4/26/2019 002292 DAVID PADILLA 655.00CR
 TOTAL CLEARED CHECKS: 23,993.05CR
 =====

CLEARED OTHER:

4/30/2019 000496 CITY OF PHARR 114,337.79CR
 4/30/2019 000497 BRACEWELL LLP ATTORNEYS AT LAW 4,789.26CR
 4/30/2019 000498 PENA DESIGNS 200.00CR
 4/30/2019 000499 PATHFINDER PUBLIC AFFAIRS 10,000.00CR
 4/30/2019 000500 VERIZON WIRELESS 151.98CR
 4/30/2019 000501 PLAINS CAPITAL-CREDIT CARD SER 7,553.55CR
 4/30/2019 000502 CELIA GAONA 384.71CR
 4/30/2019 000503 Eric Davila 98.13CR

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

4/30/2019	000504	FELIMON GAUNA, JR	240.00CR
4/30/2019	000505	ESCOBEDO & CARDENAS, LLP	100.00CR
4/30/2019	033019	FUND 41 ACTIVITY	30,000.00CR
4/30/2019	043019	FUND 41 ACTIVITY	333,752.54
4/30/2019	043020	FUND 41 ACTIVITY	3,085.12
4/30/2019	043021	FUND 41 ACTIVITY	<u>3,085.12CR</u>
TOTAL CLEARED OTHER:			165,897.12
			=====

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

OUTSTANDING DEPOSITS:

No Items.

OUTSTANDING CHECKS:

4/26/2019	002283	GET FILTERED, INC	104.00CR
4/26/2019	002285	DAVID GOMEZ	865.00CR
4/26/2019	002287	COPYZONE	447.72CR
4/26/2019	002288	DAHILL	907.67CR
4/26/2019	002289	OFFICE DEPOT	371.45CR
4/26/2019	002290	SHEPARD WALTON KING INSURANCE	2,451.00CR
4/26/2019	002291	TEXAS COMPTROLLER OF PUBLIC AC	100.00CR
TOTAL OUTSTANDING CHECKS:			5,246.84CR
			=====

OUTSTANDING OTHER:

No Items.

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 41-1-1102 POOL INVESTMENTS

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:		1,452,716.97
DEPOSITS:	+	3,085.12
WITHDRAWALS:	+	0.00
ADJUSTMENTS:	+	0.00
ENDING STATEMENT BALANCE:		1,455,802.09

GL ACCOUNT BALANCE:		1,455,802.09
OUTSTANDING DEPOSITS:	-	0.00
OUTSTANDING CHECKS:	-	0.00
ADJUSTMENTS:	+	0.00
ADJUSTED GL ACCOUNT BALANCE:		1,455,802.09

STATEMENT BALANCE:	1,455,802.09
BANK DIFFERENCE:	0.00
G/L DIFFERENCE:	0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

4/30/2019 043019 FUND 41 ACTIVITY	3,085.12
TOTAL CLEARED OTHER:	3,085.12

=====

05/21/19

42 -HCRMA-DEBT SERVICE

ACCOUNT#	TITLE		
ASSETS			
=====			
42-1-4105	WILMINGTON-DEBT SERVICE	1,673,567.86	
42-1-4105-1	DEBT SVC - JR LIEN	<u>4,324,991.99</u>	
			<u>5,998,559.85</u>
TOTAL ASSETS			5,998,559.85
			=====
LIABILITIES			
=====			
42-2-4214-6	ACCRUED INTEREST PAY-2013	<u>229,576.04</u>	
	TOTAL LIABILITIES		<u>229,576.04</u>
EQUITY			
=====			
42-3-4400	FUND BALANCE	<u>3,327,466.47</u>	
	TOTAL BEGINNING EQUITY	<u>3,327,466.47</u>	
TOTAL REVENUE		<u>2,441,517.34</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		<u>2,441,517.34</u>	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>5,768,983.81</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,998,559.85
			=====

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CITY OF PHARR
REVENUE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

1

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
	HCRMA					
4-1506	INTEREST INCOME	2,214.88	14,792.32	10,000.00	(4,792.32)	147.92
4-1506-1	INTEREST INCOME-JR LIEN	<u>9,165.49</u>	<u>26,223.18</u>	<u>55,000.00</u>	<u>28,776.82</u>	<u>47.68</u>
	TOTAL HCRMA	11,380.37	41,015.50	65,000.00	23,984.50	63.10
	HCRMA-FUND 42					
4-1999	TRANSFERS IN-FROM GENERAL FUND	<u>329,517.46</u>	<u>2,400,501.84</u>	<u>5,057,344.00</u>	<u>2,656,842.16</u>	<u>47.47</u>
	TOTAL HCRMA-FUND 42	329,517.46	2,400,501.84	5,057,344.00	2,656,842.16	47.47
	** TOTAL FUND REVENUES **	340,897.83	2,441,517.34	5,122,344.00	2,680,826.66	47.66

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-DEBT SERVICE =====							
GENERAL -----							
46-							
52900-4603-1	PRIN PMTS-VRF 13 BOND	0.00	0.00	0.00	1,220,000.00	1,220,000.00	0.00
	TOTAL 46-	0.00	0.00	0.00	1,220,000.00	1,220,000.00	0.00
47-							
52900-4703-1	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	2,754,912.00	2,754,912.00	0.00
	TOTAL 47-	0.00	0.00	0.00	2,754,912.00	2,754,912.00	0.00
49-							
	TOTAL GENERAL	0.00	0.00	0.00	3,974,912.00	3,974,912.00	0.00
	TOTAL HRMA-DEBT SERVICE	0.00	0.00	0.00	3,974,912.00	3,974,912.00	0.00
	** TOTAL FUND EXPENSES **	0.00	0.00	0.00	3,974,912.00	3,974,912.00	0.00

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BANK RECONCILIATION

PAGE: 1

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 42-1-4105 WILMINGTON-DEBT SERVICE

RECONCILIATION SUMMARY

05/21/19

BEGINNING STATEMENT BALANCE:	1,341,835.52	GL ACCOUNT BALANCE:	1,673,567.86
DEPOSITS:	+ 331,732.34	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	1,673,567.86	ADJUSTED GL ACCOUNT BALANCE:	1,673,567.86

STATEMENT BALANCE:	1,673,567.86
BANK DIFFERENCE:	0.00
G/L DIFFERENCE:	0.00

CLEARED DEPOSITS:
No Items.

CLEARED CHECKS:
No Items.

CLEARED OTHER:

4/30/2019 043019 FUND 42 ACTIVITY	331,732.34
TOTAL CLEARED OTHER:	331,732.34

=====

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 42-1-4105-1 DEBT SVC - JR LIEN

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE: 4,315,826.50
DEPOSITS: + 9,165.49
WITHDRAWALS: + 0.00
ADJUSTMENTS: + 0.00
ENDING STATEMENT BALANCE: 4,324,991.99

GL ACCOUNT BALANCE: 4,324,991.99
OUTSTANDING DEPOSITS: - 0.00
OUTSTANDING CHECKS: - 0.00
ADJUSTMENTS: + 0.00
ADJUSTED GL ACCOUNT BALANCE: 4,324,991.99

STATEMENT BALANCE: 4,324,991.99
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:
No Items.

CLEARED CHECKS:
No Items.

CLEARED OTHER:
4/30/2019 043019 FUND 42 INTEREST
TOTAL CLEARED OTHER:

9,165.49
9,165.49
=====

05/21/19

45 -HCRMA - CAP.PROJECTS FUND

ACCOUNT#	TITLE		
<u>ASSETS</u>			
=====			
45-1-1102	Pool Investment	<u>55,565.58</u>	<u>55,565.58</u>
TOTAL ASSETS			<u>55,565.58</u>
			=====
<u>LIABILITIES</u>			
=====			
<u>EQUITY</u>			
=====			
45-3-1400	Fund Balance	<u>145,185.05</u>	
TOTAL BEGINNING EQUITY		<u>145,185.05</u>	
TOTAL REVENUE		211,220.49	
TOTAL EXPENSES		<u>300,839.96</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(89,619.47)	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>55,565.58</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			<u>55,565.58</u>
			=====

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CITY OF PHARR
REVENUE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

1

FUND: 45 -HCRMA - CAP.PROJECTS FUND

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
	HCRMA					
4-1506	Interest Revenue	<u>189.89</u>	<u>2,629.49</u>	<u>0.00</u>	(<u>2,629.49</u>)	<u>0.00</u>
	TOTAL HCRMA	<u>189.89</u>	<u>2,629.49</u>	<u>0.00</u>	(<u>2,629.49</u>)	<u>0.00</u>
	HCRMA-FUND 42					
4-1999	TRANSFER IN - GENERAL FUND	<u>30,000.00</u>	<u>128,591.00</u>	<u>0.00</u>	(<u>128,591.00</u>)	<u>0.00</u>
	TOTAL HCRMA-FUND 42	<u>30,000.00</u>	<u>128,591.00</u>	<u>0.00</u>	(<u>128,591.00</u>)	<u>0.00</u>
	47-GRANTS					
4-4710	CITY CONTRIBUTIONS	<u>80,000.00</u>	<u>80,000.00</u>	<u>0.00</u>	(<u>80,000.00</u>)	<u>0.00</u>
	TOTAL 47-GRANTS	<u>80,000.00</u>	<u>80,000.00</u>	<u>0.00</u>	(<u>80,000.00</u>)	<u>0.00</u>
	48-INTERFUND TRANSFERS					
	** TOTAL FUND REVENUES **	<u>110,189.89</u>	<u>211,220.49</u>	<u>0.00</u>	(<u>211,220.49</u>)	<u>0.00</u>

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CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
APRIL 30TH, 2019

1

FUND: 45 -HCRMA - CAP.PROJECTS FUND

% OF YEAR COMPLETED: 33.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA							
=====							
HCRMA- CAP. PROJECTS							

88-CAPITAL EXPENDITURES							
52900-8800	Consulting & Engineering	2,408.57	3,697.61	0.00	0.00	(3,697.61)	0.00
52900-8810	SH 365- Enviornmental	0.00	3,762.77	0.00	0.00	(3,762.77)	0.00
52900-8810-3	365 RIGHT OF WAY	22,098.05	89,040.22	0.00	0.00	(89,040.22)	0.00
52900-8820	IBTC - Enviornmental	37,912.10	153,452.74	0.00	0.00	(153,452.74)	0.00
52900-8820-3	IBTC - ROW	3,164.62	24,912.24	0.00	0.00	(24,912.24)	0.00
52900-8841	LEGAL FEES	12,766.88	25,974.38	0.00	0.00	(25,974.38)	0.00
TOTAL 88-CAPITAL EXPENDITURES		78,350.22	300,839.96	0.00	0.00	(300,839.96)	0.00
TOTAL HCRMA- CAP. PROJECTS		78,350.22	300,839.96	0.00	0.00	(300,839.96)	0.00
TOTAL HCRMA		78,350.22	300,839.96	0.00	0.00	(300,839.96)	0.00
** TOTAL FUND EXPENSES **		78,350.22	300,839.96	0.00	0.00	(300,839.96)	0.00

PERIOD: 4/01/2019 - 4/30/2019

ACCOUNT: 45-1-1102 Pool Investment

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	23,725.91	GL ACCOUNT BALANCE:	55,565.58
DEPOSITS:	+ 110,189.89	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 78,350.22CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	55,565.58	ADJUSTED GL ACCOUNT BALANCE:	55,565.58

STATEMENT BALANCE: 55,565.58
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

4/30/2019 043019 FUND 45 ACTIVITY	110,189.89
TOTAL CLEARED DEPOSITS:	110,189.89
	=====

CLEARED CHECKS:

No Items.

CLEARED OTHER:

4/30/2019 000513	BRACEWELL LLP ATTORNEYS AT LAW	2,391.88CR
4/30/2019 000514	SENDERO ACQUISITIONS	10,375.00CR
4/30/2019 000515	SIERRA TITLE OF HIDALGO COUNTY	1,518.00CR
4/30/2019 000516	HDR	2,408.57CR
4/30/2019 000517	BLANTON & ASSOCIATES, INC.	37,912.10CR
4/30/2019 000518	GREATER TEXAS LANDSCAPE SERVIC	1,646.62CR
4/30/2019 000519	BARRON, ADLER, CLOUGH & ODDO,	22,098.05CR
TOTAL CLEARED OTHER:		78,350.22CR
		=====

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Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 05/20/2019 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 05/28/2019 </u>
	<u> </u>		
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2019-25 - APPROVAL OF A CONTRACT TEMPLATE FOR A LICENSE AGREEMENT TO ALLOW FOR USE OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY RIGHT OF WAY.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of a contract template
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2019-25, approval of a contract template for a license agreement to allow for use of Hidalgo County Regional Mobility Authority Right of Way, as presented to the Board of Directors on May 28, 2019.**
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
10. Chief Development Engineer's Recommendation: X Approved Disapproved None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2019-25

APPROVAL OF A CONTRACT TEMPLATE FOR A LICENSE
AGREEMENT TO ALLOW FOR USE OF HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY RIGHT OF WAY

THIS RESOLUTION is adopted this 28th day of May, 2019 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 Authority recognizes that at times encroachment may occur upon, use and/or occupy portions of the space under, on, and/or above the HCRMA’s Project Right of Way; and

WHEREAS, the Authority has determined it is necessary to have a license agreement template that will allow the encroachment under the terms and conditions as set forth which is attached hereto as Exhibit A.; and

WHEREAS, the Authority finds it necessary to approve Resolution 2019-25 a license agreement template to use for the encroachment of property within the Right of Way;

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 Authority hereby approves the license agreement template attached hereto as Exhibit A.

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 28th day of May, 2019, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

LICENSE AGREEMENT TEMPLATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas, acting through its Board of Directors, is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (**LICENSOR**) for and in consideration of the sum of X AND YY/100 (\$X.YY) DOLLARS and other good and valuable consideration to it in hand by xxxxx, (**LICENSEE**), the receipt of which is hereby acknowledged and confessed, has GRANTED and ISSUED and by these presents does GRANT and CONVEY to **LICENSEE**, a license for the

_____, described on Exhibit "A" attached and it is further provided that no other temporary or permanent improvement of any nature shall be placed on the right-of-way property covered herein which property is more fully described:

On Exhibit "A" attached hereto and made a part hereof, for detail (the "Premises").

THIS LICENSE AGREEMENT shall be effective for so long as LICENSEE shall

_____. If LICENSEE fails to maintain _____, LICENSOR may terminate this License Agreement, maintain the Premises, and charge therefore or seek any other remedy suitable to LICENSOR. In the event LICENSOR requires the use of the Premises for any reason including, but not limited to the expansion for public utility, drainage, road widening purposes, or any other purpose, the LICENSOR may revoke or terminate this License Agreement and all rights hereunder. LICENSEE agrees to otherwise comply with Authorities Having Jurisdiction's ("AHJ") ordinances and codes in the construction and maintenance permitted hereunder (improvement, appurtenance, infrastructure) including obtaining any building permit or necessary approval, including approval of variance from the AHJ's Planning & Zoning Board and/or Zoning Board of Adjustments. LICENSEE hereby agrees to restore the Premises to its original condition upon the expiration or termination of this License Agreement and in any event not later than thirty (30) days after LICENSOR makes demand therefor. LICENSOR may enter upon the Premises covered hereby and restore the Premises for the purposes stated above, without damages being owed to LICENSEE, upon LICENSEE'S abandonment of the Premises or failure to abandon the Premises after the written request of LICENSOR hereunder, and LICENSEE shall then be liable to LICENSOR for the reasonable costs of restoration and in any event not later than thirty (30) days after LICENSOR makes demand therefor. This License Agreement may be recorded in the Official Records of Hidalgo County.

INDEMNITY

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS RESPECTIVE SUCCESSORS AND ASSIGNS AND ITS RESPECTIVE AGENTS, REPRESENTATIVES, MEMBERS OF THE HCRMA BOARD OF DIRECTORS, CONTRACTORS AND EMPLOYEES ("INDEMNIFIED PARTIES") AGAINST ANY AND ALL PROCEEDINGS, SUITS, ACTIONS, CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES, AWARDS AND EXPENSES WHATSOEVER ("CLAIMS"), WHETHER SUCH CLAIMS ARE MADE BY LICENSEE, LICENSEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BY THIRD PARTIES, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, AND REGARDLESS OF WHETHER SUCH CLAIMS ARE CAUSED DIRECTLY OR INDIRECTLY BY THE NEGLIGENCE OF LICENSOR, THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING DIRECTLY OR INDIRECTLY TO (I) ANY OCCURRENCE IN, UPON, AT OR FROM THE PREMISES OR ANY PART THEREOF DURING THE TERM OF THIS AGREEMENT OR THE POSSESSION OF THE PREMISES BY LICENSEE; OR (II) THE USE OR OCCUPANCY OF THE PREMISES OR ANY PART THEREOF BY LICENSEE; TOGETHER WITH ANY AND ALL LOSSES THERETO, INCLUDING, BUT NOT LIMITED TO, ALL COSTS OF DEFENDING AGAINST, INVESTIGATING AND SETTLING THE CLAIMS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY LICENSEE TO INDEMNIFY AND PROTECT LICENSOR FROM THE CONSEQUENCES OF THE LICENSOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE CLAIM. THE INDEMNITY PROVIDED FOR HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM WHERE THE CLAIM RESULTS FROM THE SOLE NEGLIGENCE OF LICENSOR. LICENSEE SHALL ASSUME ON BEHALF OF THE INDEMNIFIED PARTIES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE, WITH COUNSEL SATISFACTORY TO LICENSOR, OF ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNIFIED PARTIES. MAINTENANCE OF ANY INSURANCE DOES NOT AFFECT LICENSEE'S OBLIGATIONS OF INDEMNITY. LICENSEE WILL HAVE THE RIGHT TO CONTEST THE VALIDITY OF ANY CLAIMS, IN THE NAME OF LICENSOR OR LICENSEE, AS LICENSEE MAY DEEM APPROPRIATE, PROVIDED THAT THE EXPENSES THEREOF ARE PAID BY LICENSEE, OR LICENSEE CAUSES THE SAME TO BE PAID BY ITS INSURER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSEE'S OBLIGATION OF INDEMNITY AS SET FORTH HEREIN WILL CONTINUE BEYOND THE TERM OF THIS AGREEMENT IN THE EVENT LICENSEE REMAINS IN POSSESSION OF THE PREMISES FOR ANY REASON. LICENSEE IS ADVISED THAT USE OF LICENSOR'S PROPERTY IS WITHOUT RISK TO LICENSOR AND AT LICENSEE'S PERIL. ANY INSURANCE WHICH MAY BE CARRIED BY LICENSOR OR LICENSEE AGAINST ANY CLAIM OR DAMAGE TO ANY IMPROVEMENT SITUATED ON THE PREMISES SHALL BE FOR THE SOLE BENEFIT OF THE PARTY CARRYING SUCH INSURANCE AND UNDER ITS CONTROL. EACH PARTY HEREBY WAIVES ITS RIGHT AND THE RIGHT OF ITS INSURER OF SUBROGATION AGAINST THE OTHER PARTY.

LIABILITY INSURANCE

At all times during the term of this License Agreement, Licensee, at its sole cost and expense, shall carry commercial general liability insurance coverage with a company licensed by the Texas Department of Insurance and in a minimum amount of \$1,000,000 each occurrence; \$2,000,000 general aggregate, which policy shall insure against bodily injury, death and property damage and shall include (i) coverage for the Premises and operations; and (ii) contractual liability coverage insuring the obligations of Licensee under the terms of this License Agreement, including but not limited to the indemnity obligations herein. The liability insurance policy required herein shall name Licensor as an additional insured and shall include a waiver of subrogation endorsement in a form acceptable to Licensor. Licensee shall furnish Licensor with a certificate of insurance evidencing all coverage required herein prior to the commencement of this Agreement. Licensee shall cause the insurance carrier to certify that such insurance will not be canceled without thirty (30) days prior written notice to Licensor. Licensee's obligation to carry and pay for the insurance described in this License Agreement will continue beyond the term of this License Agreement in the event Licensee remains in possession of the Premises for any reason.

This indemnification clause shall survive this License Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

WITNESS our hands this ____ day of _____, 2019.

LICENSOR:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, PE Executive Director

LICENSEE:

By: _____
XXXXXXXXXX

LICENSOR ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2019 by PILAR RODRIGUEZ, Executive Director for the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended, on behalf of said political subdivision.

Notary Public - State of Texas

LICENSEE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2019 by xxxxxxxxx.

Notary Public - State of Texas

EXHIBIT A

[SECTION TO DESCRIBE THE DETAILS OF THE ENCROACHMENT INCLUDING ITS LOCATION, NATURE OF THE ENCROACHMENT, OPERATIONAL COMMITMENTS, ETC.]

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 3A
 05/20/2019
 05/28/2019

TECHNICAL COMMITTEE

1. Agenda Item: **RESOLUTION 2019-24 – APPROVAL OF UTILITY RELOCATION AGREEMENT WITH DCP MIDSTREAM FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Utility Relocation for the 365 Tollway Project.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2019-24, Approval of Utility Relocation Agreement with DCP Midstream for the 365 Tollway Project, as presented to the Board of Directors on May 28, 2019.**
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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2019-24

APPROVAL OF A UTILITY RELOCATION AGREEMENT WITH
DCP MIDSTREAM FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 28th day of May, 2019 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 finds it necessary to approve 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

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 a Utility Relocation Agreement with DCP Midstream in the amount of \$173,980.69.

Section 3. The Board hereby approves the DCP Midstream 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 28th day of May, 2019, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

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



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

UTILITY RELOCATION AGREEMENT

This Agreement by and between the Hidalgo County Regional Mobility Authority ("**HCRMA**"), and DCP South Central Texas, LLC ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **HCRMA**.

WHEREAS, the **HCRMA** has deemed it necessary to make certain highway improvements as designated by the **HCRMA** and approved by the Texas Department of Transportation within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: relocation and construction of "McAllen Jalapeno" (LID MJ-1-1) 8-inch pipeline currently in conflict; and more specifically shown in **Project's Plans** provided, as indicated on Attachment "A" hereto.

WHEREAS, the **HCRMA** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for HCRMA and/or Federal and/or State participation.

WHEREAS, the **HCRMA**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The Utility agrees to complete the adjustments and/or relocation of Utility's facilities in accordance with the terms of this Agreement and Attachments hereto.

The **HCRMA** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **HCRMA** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **HCRMA**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **HCRMA**. The Utility acknowledges that only documented actual costs will be paid by the HCRMA. Bills for work hereunder will be submitted to **HCRMA** not later than 90 days after completion of the work.

The Utility agrees to participate in Utility Coordination Meetings, at the HCRMA office located at 203 W Newcombe Avenue in Pharr, Texas 78577, or other sites in the vicinity designated by the HCRMA, in order to conduct coordination between **Utility**, **HCRMA**, and their respective Consultants.

When requested, the **HCRMA** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **HCRMA** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90%

Initial Date
HCRMA

TUT 5/14/19
Initial Date
Utility



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **HCRMA** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date in Attachment C. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, weather conditions preventing construction or other act of God, sabotage, or other events, interference by the **HCRMA** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**. The Utility will also request from the HCRMA an Agreement (Contract) Number in order to file Form 1295 Certificate of Interested Parties Electronic Filing Application prior to the Utility partially executing this Agreement.

The **HCRMA** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **HCRMA** reimbursement.

Unless an item below is stricken and initialed by the **HCRMA and Utility**, this agreement in its entirety consists of the following (as needed):

1. Utility Relocation Agreement;
2. Attachment "A" - HCRMA Responsibilities;
3. Attachment "B" - Utility Responsibilities and Utility Plans;
4. Attachment "C" - Utility's Schedule of Work and Estimated Date of Completion;
5. Attachment "D" - Utility's Probable Opinion of Cost;
6. ~~Attachment "E" - Statement Covering Contract Work - ROW-U-48;~~
7. ~~Attachment "F" - Utility Joint Use Agreement - ROW-U-JUA;~~
8. ~~Attachment "G" - Eligibility Ratio;~~
9. ~~Attachment "H" - Betterment Calculation and Estimates;~~
10. Attachment "I" - Proof of Property Interest - ROW-U-1A, ROW-U-1B, or ROW-U-1C;
11. ~~Attachment "J" - Inclusion in Highway Construction Contract (if applicable).;~~
12. Attachment "K" - Buy America Form 1818;
13. Attachment "L" - Certificate of Insurance.

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to the amount approved under this agreement, unless costs covered by a written modification or amendment of this agreement or a change or extra work order have been approved in writing by the **HCRMA and Utility**.

This agreement is subject to cancellation by the **HCRMA** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **HCRMA**. However, the **HCRMA** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor and/or State Auditor may conduct an audit or investigation of any entity receiving funds from the **HCRMA** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA Auditor, under the direction of the HCRMA Executive Director, and/or State Auditor to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the HCRMA Auditor and/or State Auditor with access to any information the HCRMA Auditor and/or State Auditor considers relevant to the investigation or audit.

Initial Date
HCRMA

TLH 5/19/19
Initial Date
Utility



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that **HCRMA** makes no warranties or representations regarding the existence or location of utilities currently within its right of way. **Utility** agrees to indemnify and hold the **HCRMA** and Texas Department of Transportation harmless for any damage to existing facilities cause by the **Utility's** conduct.

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

UTILITY

Utility: DGP South Central Texas LLC
Name of Utility

By: Travis L. Hammons
Authorized Signature

Travis L. Hammons
Print or Type Name

Title: Senior Right of Way Area Specialist

Date: 5/14/19

EXECUTION RECOMMENDED:

Hidalgo County Regional Mobility Authority

By: _____
Authorized Signature

Pilar Rodriguez
Print or Type Name

Title: Executive Director

Date: _____

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

ATTACHMENT A

1. HCRMA Responsibilities.

- A. Per past coordination and technical data submitted to the Utility, the HCRMA and its Consultants have identified "McAllen Jalapeno" (LID MJ-1-1) 8-inch pipeline of the Existing Line(s); "McAllen Jalapeno" (LID MJ-1-1) 8-inch pipeline to be relocated within the HCRMA Off-System Right-Of-Way ("Off-System ROW") and N/A line(s) to remain in place within the Off-System ROW. The aforementioned Existing Line(s) are located Station 979+84.60 within Segment(s) 1 and 2 of the proposed Off-System ROW, as depicted with further detail in the Project's Plans previously submitted to the Utility.
- B. The HCRMA will not be responsible for design services (Utility Plans) for the relocation of Existing Line owned by the Utility. Upon formal request from the Utility, the HCRMA may provide further technical data needed by the Utility to develop the plans, provided the technical data requested is available and the Utility will hold harmless the HCRMA and its affiliates.
- C. The Utility will apply to TxDOT UIR System for permit(s) for relocation and removal of the Existing Line(s) within the Off-System ROW, as depicted in the Utility Plans, and will copy the HCRMA on said permit application(s) to enable HCRMA to assist with and coordinate the permit process. The referenced ROW is delineated in the Project Plans.
- D. Subject to the terms of the Utility Relocation Agreement and Attachments thereto, the HCRMA will pay actual costs incurred by the Utility to relocate the Utility's Existing Line, provided that the same are eligible for reimbursement.

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Project Name: 365 Tollway (Segments 1 & 2)

County: Hidalgo

CSJ: 0921-02-368

Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)

Letting Date: December 15, 2016

ATTACHMENT B

1. Utility Responsibilities.

- A. The Utility provided the HCRMA with probable opinion of cost estimate(s) to relocate and construct the Existing Line(s) as depicted in the Utility Plans attached as part of Attachment B. Such estimates were provided at the following date(s) listed below and included as part of Attachment D:
- i. Crossing U-0032-052 at 365 Tollway Station 979+84.60 – Cost Estimate received on May 26, 2019.
- B. The Utility will be responsible for the design services (Utility Plans), labor, material and costs for the relocation and reconstruction of the Existing Line(s), subject to the Utility's right to reimbursement up to XX percent (%) of eligible costs as set forth in the Utility Relocation Agreement and Attachments thereto.
- C. The Utility will apply to TxDOT UIR System for permit(s) for relocation and removal of the Existing Line(s) within the Off-System ROW, as depicted in the Utility Plans, and will copy the HCRMA on said permit application(s) to enable HCRMA to assist with and coordinate the permit process.
- D. The Utility has concurred with the nature of the relocation of each Existing Line and will be responsible to prepare and submit As-Built Utility Plans ("As-Built") to the HCRMA-PMC. Such As-Built will be provided within 30 calendar days of the date the Utility completes relocation of each Existing Line.
- E. The Utility will provide the Utility Plans as part of this Attachment B.
- F. Construction will be performed by the Utility within the schedule of work shown on Attachment C.
- G. The Utility will provide an anticipated schedule of invoicing that correlates with the Utility's schedule of work as part of Attachment C.
- H. The Utility will provide a probable opinion of cost as part of Attachment D.

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

ATTACHMENT C
(Utility's Schedule of Work and Estimated Date of Completion)

Utility: DCP South Central Texas LLC

Start Date: June 1, 2019

Duration: 25 (Calendar Days)

Estimated Completion Date: June 25, 2019

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

ATTACHMENT D
(Utility's Probable Opinion of Cost)

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility



DCP South Central Texas LLC

5718 Westheimer, Suite 1900
Houston, Texas 77057

713 735 5653

March 26, 2019

Eric Davila
HCRMA
203 W. Newcombe Ave.
Pharr, TX 78577

Re: DCP South Central Texas LLC – Las Milpas, Existing 8-inch Pipeline Replacement

Dear HCRMA:

DCP South Central Texas LLC has an existing 8-inch steel pipeline crossing under the Las Milpas 365 Toll Road. Per the email from Alfredo Saenz of 3/22/19, this letter is written to summarize the cost to replace that pipeline crossing. The cost summarization is as follows:

- \$160,777.19 - Construction cost estimate for lowering of the pipeline;
- \$6,078.50 - Cost estimate for blow down of the pipeline;
- \$7,125.00 - Cost estimate for fire watch/water truck on site.

Total: \$173,980.69

The individual estimates for each of the above are attached to this letter.

If you have any questions concerning this project, please contact me at (318) 243 - 4659

Sincerely,

Thank you,

Travis Hammons

Travis Hammons
Senior Right-of-Way Area Specialist
DCP Midstream

**EXPRO**

Expro Midstream Services

Customer:

DCP Midstream

Project:

Edinburg TX Blow Down



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🌊 Champion safety 🌱 Embrace teamwork 🌱 Be accountable 🌟 Deliver quality 🤝 Partner customers 🗣️ Communicate effectively 🚀 Seek innovation

1.800.748.9615

exprogroup.com/pipeline

Quote Number:

DCP022019CCRH-KO 650



CLIENT INFORMATION		
Company Name DCP	Date 1/3/1900	Project Name Edinburg TX blow down
Company Rep Daniel Salazar	361.325.0087	Email DDSalazar@dcpmidstream.com
PO#	AFE#	WO#

Location Edinburg, TX	Start Date TBD	End Date
Site Contact	Phone #	Email
Pipeline Size or Volume 8"	Product NGL	Line Pressure 730-760
Distance from Connections to Rig Up Area	NORM	H2S
Special Site Requirements	Expro Sales Rep. Rick Hudson	

GENERAL DESCRIPTION OF OPERATION		
Blow down 7 miles of 8" rich natural gas line to zero psi. Condensate will be sent to frac tanks.		

FLARING		
Upstream	Midstream X	Downstream
Decommissioning	Re-Commissioning	Ancillary
Data Trailer Required	K/O Required X	Tie In Conn. 4" 600

SEPARATION		
On Line	Off Line	Flow Rate
Conn. Size & Style (Output)	Conn. Size & Style (Input)	Secondary Separation
On Site Fluid Storage (qty in bbls)	Containment	Additional Valves
Volume of Contaminates	Type of Contaminates	

FILTERS		
On Line	Off Line	Flow Rate
Conn. Size & Style (Output)	Conn. Size & Style (Input)	Single or Multiple
Coalescing	Micron Size	# of Filter Changes
Element Style (pleated or sock)	Used Element Storage	

HEATER		
On Line	Off Line	Flow Rate
Conn. Size & Style (Output)	Conn. Size & Style (Input)	

NOTES		

<https://exprogroup.com/products-services/pipeline-flarestack>
pipeline_services@exprogroup.com

+1-800-748-9615

Quote Number:

DCP022019CCRH-KO 650



Daily Pricing Quotation						
Daily Personnel		Rate Per Day	Qty.	Total		
Personnel Subsistence (Per Man Per day)		\$60.00	3	\$180.00		
Motel Charges for Personnel		Cost +15%	3	\$415.00		
Daily Personnel Sub-Total				\$595.00		
Hourly Personnel		Rate Per Hour	Hours	Total		
Flarestack Service Supervisor (12hr min. per shift)		\$75.00	12	\$900.00		
Flarestack Service Technician (12hr min per shift)		\$60.00	12	\$720.00		
Flarestack Service Technician (12hr min per shift)		\$60.00	12	\$720.00		
Hourly Personnel Sub-Total				\$2,340.00		
Travel Charges		Rate Per Mile	Miles Round Trip	Total		
Truck Bumper Pull Trailer (75 Mile Min.)		\$2.75	300	\$825.00		
Trucking 26,001 - 45,000 lbs.(over 75 miles)		\$3.75	300	\$1,125.00		
Travel Charges Sub-Total				\$1,339.00		
Daily Equipment Charges		Book Rate Per Day	Qty.	Sub-Total	Discount %	Total w/ Discount
6" x 50' Flarestack w/ 200' 4" Piping & Throttle Valve		\$1,390.00	1	\$1,390.00	10%	\$1,251.00
Trailer Mounted 48"x8' Stainless Steel Knock-Out Vessel 275 psi			1	\$615.00	10%	\$553.50
6" ANSI 150 main inlet and outlet		\$615.00				
Trailer mounted 48"x8' 100 MMCFD - 25,000 BFPD, 1,440 psi three phase separator 6" ANSI 600 main inlet and outlet,		\$950.00	1	\$950.00	10%	\$855.00
Daily Equipment Charges Sub-Total				\$2,955.00		\$2,659.50
Miscellaneous Charges		Rate	Qty.	Total		
Diesel		Cost + 15%				
Propane		Cost + 15%				
Miscellaneous Items Sub-Total						
Estimated Cost Summary				Total		
Operational Days w/KO, Flare & Labor		\$4,739.50	1	\$4,739.50		
Operational Days w?LP Separator, Flare & Labor		\$5,041.00	1	\$5,041.00		
Transportation		\$1,339.00	1	\$1,339.00		
Estimated Total w/KO				\$6,078.50		
Estimated Total w/LP Separator				\$6,380.00		
NOTE: If you anticipate the job running 24 hrs we will need to account for the second crew						

Thank you,
Rick Hudson
361.537.5135

Notes

Any additional equipment or personnel required will be charged at Expro Book price.

Cleaning of equipment and disposal of any fluids/hydrocarbons will be carried out prior to returning to Expro's Facility at customers expense.

All consumables/expendables will be charged back to customer at Expro cost plus 15%, i.e. Nitrogen for ESD support, Propane, MeOH, etc...

Expro prices quoted in this commercial proposal are valid for a duration of 60 days from date of submission. Expro will notify customer prior to any price changes taking Operational rental charges for all equipment (including third party call out equipment) shall commence upon departure from Expro base and cease upon return to base of Repairs to, or replacement of equipment damaged by the effects of erosion, corrosion, abrasion or high temperature deterioration caused by the nature of the pipeline

<https://exprogroup.com/products-services/pipeline-flarestack>

pipeline.services@exprogroup.com

+1-800-748-9615



December 14, 2018 rev4

Re: DCP-Las Milpas 400ft of 8in PL Replacement in Las Milpas, TX.

Attn: Danny Salazar

Strike, LLC is pleased to present our Proposal on the above referenced project.

Listed Below Are The Items Included in the Proposal:

- Labor and equipment to install approx. 400ft section of 8" PL on existing ROW.
- Take up and cut in 40ft sections 400ft of existing 8" PL and deliver to DCP Plant on Cibolo Rd.
- Replacement section to be installed with 7ft of cover and compaction of ditch with native soil.
- 8hr Hydro Test for new piping.

Listed below are the work clarifications:

- Proposal is based on working up to 10 hour days, 5 days per week.
- Proposal is based 8 hr Hydro-test. Fill, test and haul water off site.
- Proposal is based on coating welds with power-crete.
- Proposal if based on removal of ACM at cuts of pipe only. Any additional ACM removal will be on T&M basis.
- Proposal is based on DCP evacuating line before tie-ins. Strike will assist 3 days for blowdown.
- Proposal **does not include** any production delays caused by uncontrollable circumstances.
- Proposal **does not include** any flowable fill or stabilized backfill materials for ditch.
- Proposal **does not include** state or local tax and or permits.

Schedule: Estimated 14 days

Strike LLC's Proposal for this Project:

Total Project:

\$160,777.19

We appreciate the opportunity to submit this Proposal and look forward to working with DCP in the future. If you should have any questions or should require additional information, please do not hesitate to call me at (832)-794-8048.

Sincerely,
Juan Salinas, E.I.T
Project Manager



DCP_400ft Replacement

12/14/2018

Customer:	400ft of 8in Replacement
Contact:	

Working Days:	14
Hours per Day:	10

Category	Equipment	Qty.	Rate	Unit	Days	Price
Vehicle	Truck - 1/2 to 3/4 ton	1	\$27.00	Hourly	14	\$ 3,780.00
Vehicle	Truck - 1 Ton (Double Rear Wheel)	1	\$33.00	Hourly	14	\$ 4,620.00
Vehicle	Truck - 1 Ton (Double Rear Wheel)	1	\$33.00	Hourly	14	\$ 4,620.00
Trailer	Trailer - Gooseneck Tandem Axle	1	\$105.00	Daily	14	\$ 1,470.00
Excavator	Excavator - 20 to 24 Metric Ton (w/ Standard Bu	1	\$87.00	Hourly	14	\$ 12,180.00
Compactor	Compactor - 66" Smooth/Pad Foot Roller	1	\$53.00	Hourly	5	\$ 2,650.00
Compressor	Air Compressors - 375 CFM	1	\$310.00	Daily	3	\$ 930.00
Testing	Test Cabin/Trailer	1	\$590.00	Daily	1	\$ 590.00
Painting	Sandblast & Paint Rig - 185cfm A/Comp, w/ 300	1	\$46.00	Hourly	2	\$ 920.00
Vehicle	Welding Rig - Truck Mounted w/ 200 Amp Weld	1	\$33.00	Hourly	6	\$ 1,980.00

Category	Labor	Qty.	ST Rate	OT Rate	Unit	Days	Price
Construction	Superintendent - General	1	\$85.61	\$122.56	Hourly	14	\$ 13,709.73
Construction	Foreman - General	1	\$57.95	\$81.46	Hourly	14	\$ 9,210.13
Construction	Equipment Operator - A	1	\$48.27	\$67.07	Hourly	14	\$ 7,635.13
Construction	Skilled Labor	4	\$30.28	\$40.36	Hourly	14	\$ 18,838.40
Construction	Welder - Certified (w/o Rig)	1	\$62.10	\$87.62	Hourly	6	\$ 4,236.40
Construction	Skilled Labor	1	\$30.28	\$40.36	Hourly	6	\$ 2,018.40
Per Diem		Total Days: 110	Rate: \$0.00	Total Cost:		\$0.00	

Materials	Qty.	Rate	Unit	Price
Consumables/Compaction Testing	1	\$3,500.00		\$ 3,500.00
Port-a-can	14	\$60.00		\$ 840.00
Water in and Out	2	\$1,250.00		\$ 2,500.00
Pipe and Fittings	1	\$34,720.00		\$ 34,720.00
Xray	3	\$1,500.00		\$ 4,500.00

Subcontractors	Qty.	Rate	Unit	Price
Fill Dirt	4	\$1,250.00		\$ 5,000.00
Traffic Control	1	\$1,500.00		\$ 1,500.00
Hydro Vac	1	\$3,850.00		\$ 3,850.00
Vac Truck per hr	30	\$100.00		\$ 3,000.00
Frac Tank for Blow Down	1	\$2,000.00		\$ 2,000.00

Notes

Subtotals	
Equipment	\$ 33,740.00
Labor	\$ 55,648.19
Materials	\$ 46,060.00
Subcontractors	\$ 15,350.00
Price Subtotal:	\$ 150,798.19

Markup	%	Amount
Equipment	0.0%	\$ -
Labor	0.0%	\$ -
Materials	15.0%	\$ 6,909.00
Subcontractors	20.0%	\$ 3,070.00
Markup Subtotal:		\$ 9,979.00

Total Price:	\$160,777.19
---------------------	---------------------

List of Materials for DCP 400ft of 8in PL Replacment

	Qty	Unit Price		Total
8in .500 ERW pipe	400	\$	75.00	\$ 30,000.00
8in XH 45s	4	\$	1,180.00	\$ 4,720.00

Grand Total \$ 34,720.00

MO-VAC ENVIRONMENTAL INC

P O BOX 4078, MCALLEN TX. 78502

PH;956-631-9121,FX;956-682-4186

02/20/19

DCP MIDSTREAM

ATTN: MR.. Danny Salazar

Em; ddsalazar@dcpmidstream.com

Re; Fire Watch, water on location one transport

Las milpas area, south Pharr, Tx.

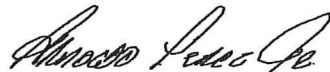
On location 72 hours, plus 3 hours to and from location

With operator .

75 hrs on location \$7125.00

And bid proposal for one frac tank with containment move in move out.

Winch truck move in move out 6 hrs at \$140.00	\$894.00
Containment set up n rig down	\$700.00
Frac tank rental 3 day min per day	\$25.00
Containment rental 3 day min per day	\$25.00
Wash out of frac tank	\$200.00
Containment clean up	\$100.00
Transport per hour	\$95.00
Disposal will be taken to R360 will quote when fluid is checked.	



Arnoldo Perez Jr.

VP of Environmental
Operations;



Page 1 of 4

JOB PLAN

JOB PLAN

Commented [SDD1]:

Maximo Work Order #:	Tracking# 710002587	Scope/Objective:	Decommission , dig up, and install 400' of New 8" .500 wall piping @ 5' cover
---------------------------------	---------------------	-------------------------	---

1.	Schedule: (Estimated Start/Stop Dates & Timeline)
----	---

Begin:	End:	Job Description:
		<p>MJ-1-1 Toll Rd. crossing SEG Length: 400 feet Nominal Diameter: 8.625 County Name: Hidalgo Toll Rd (Junk Yards) N/S 26.140116-98.224606,D.O.C 2' S/S 26.139681-98.224689,D.O.C 2' 06"</p> <p>Pipe Grade: X-46 MAOP Rating: 975</p>

2.	Detailed Step by Step Procedure:
----	----------------------------------

1. Mobilize Crew Fesco crew to location
2. Safety meeting
3. Rig up equipt. (FLARE AND HP SEPERATOR) to decommission pipeline
4. LO/TO MLBV's
5. Flare off gas to 0 psi.
6. Demobilize area.
7. Moibilize Contract crew to Job site
8. Safety Metting
9. Dig up 450' of MJ-1-1 8" section
10. Cold cut and remove piping, install air movers, etc.
11. String, weld and install 400ft of 8" PL section
12. Sandblast and coat welds with power-crete
13. 4hr pre-test above ground and 8hr post Hydro-test after HDD is installed. ¼" penetration for drying of PL
12. 100% Xray.
13. Transition and tie-in to existing PL.
14. Take up existing 8in PL at Toll and haul to DCP Plant on Cibolo RD.
15. Demobilize area

Note: There will be 2 projects going on at the same time. MLBV's will be locked out till both jobs are complete and ready to purge.



DCP Midstream- SBU
Operations

Form Number SBU-JP1

Effective Date 5/5/2018

Page 2 of 4

JOB PLAN

3. Communications: (Identify and confirm receipt of relevant applicable information prior to starting job/project)				
Department	Name	Office	Cellular	Other
Asset Director	Neal Hamrick	979-966-6910	979-966-9913	
Pipeline Inspection Manager	Chuck Dillow	979-242-6914	979 702-0168	
Field Supervisor	Frank Garcia	361-584-8511	361-296-4475	
Construction Specialist	Daniel Salazar	361-325-0087	361-455-8063	
Houston Control Center				
Scheduling (Operations Planner)				
Marketing/Commercial				
Real Estate Services (ROW)	Travis Hammons	1-713-735-5653	1-318-243-4659	
Landowner/Tenant				
One Call Notification	811			
Field Operations	Robert Martines	956-383-9462	361-675-0596	
Field Operations	Oscar Portales	956-383-9462	361-474-3007	
Environmental	Bobby Hill	1-361-584-8525	361-445-6962	
Health & Safety Coordinator	Justin Pollard	361-584-8513	361-446-4259	
Environmental	Oscar Ledezma	1-361-584-8531	361-225-9819	
Corrosion Technician	Homer Gonzalez		1-361-296-5912	
Engineering	Chris Henke	1-361-579-4675	1-361-235-2005	
Contractors:				
Strike Construction	Ivan Garza		361-227-0463	
Strike Construction	Juan Salinas		832-794-8048	
4. Downtime Request/Notifications: (All downtime events – downtime requests/notifications should be copied to all affected parties.)				
N/A				
5. Resources: (Identify party responsible for providing required resources.)				
Equipment Contract:				
Materials:				

6. Safety:				
a. Required Permits and/or Checklists: (check all that apply)				
<input checked="" type="checkbox"/> General	<input type="checkbox"/> Hot Work	<input type="checkbox"/> Confined Space(Non-Permit Required)		
08.3a (LO/TO) Procedure Checklist	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	
08.6a Excavation Daily Report	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	



File Name: Job Name- Date- Rev #

Form No: SBU-JP1



Distribution: All affected parties

Page 2 of 4

File Retention Years: 1 + current

 	DCP Midstream- SBU Operations	Form Number	SBU-JP1
		Effective Date	5/5/2018
		Page 3 of 4	
JOB PLAN			

Critical Lift	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
b. Agencies: (i.e. state and federal regulatory agencies (EPA, DOT, or State Agencies) when required to be notified for permitting issues.)			
c. PPE Equipment (check appropriate box)			
<input checked="" type="checkbox"/> Level 1:	Safety Glasses or Chemical Goggles, Hard Hat, FRC Garments, Safety Toe Shoes/Boots		
<input type="checkbox"/> Level 2:	Chemical Goggles and Face Shield, Hard Hat, FRC Garments, Safety Toe Shoes/Boots, Rubber or Neoprene Gloves, Splash Aprons		
<input type="checkbox"/> Level 3:	Chemical Goggles and Face Shield, Hard Hat, FRC Garments, Rubber Safety Toe Shoes/Boots, Rubber or Neoprene Gloves, Full Slicker Suit or Chemical Suit		
<input type="checkbox"/> Other:	Special PPE-Full FR clothing is required for all hot tap activities and when welding below grade on pipelines that have contained hydrocarbon.		
d. Respiratory Protection: (check all that apply)			
Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Type Required:			
e. SDS			
Provided:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Management of Change:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> If yes, MOC #
f. Emergency Plan:			
Affected personnel trained on Site Specific ERP?			
See Section 7a below for complete list of affected personnel.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Area Evacuation Procedure Reviewed?			
(i.e., wind direction topography, vehicle placement)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Evacuation Rally Point (List)			
Discuss during tailgate			
Evacuation Alarm Method (List) (i.e., air horn, siren, radio, etc.)			

 	DCP Midstream- SBU Operations	Form Number	SBU-JP1
		Effective Date	5/5/2018
		Page 4 of 4	
JOB PLAN			

g. Contractor Authorization to Work:			
Contractor Safety Orientation Verified:		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Qualified Craftsman Verified (i.e., competent person, crane certified operator, equipment operator, tested welder, etc.):		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Other procedures attached (Specific Welding Requirements, Torque Procedure, O&M Procedures, etc.):		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
7. Training:			
Note: Verify that all affected personnel are documented below, trained to Site Specific ERP and comply with OQ training requirements (as applicable) prior to commencing any work activities.			
a. Identify and List all OQ Tasks to be Performed:			
Employee/Contractor	OQ Task Number to be Performed	Span of Control Verified	Training Verified By
Daniel Salazar	008OP/ 401OP/ 404OP/ 414OP/ 480OP/ 607OP		Orlando Rodriguez
Roberto Martinez	401OP/ 404OP/ 419OP/ 602OP/ 605OP / 607OP / 701OP/ 703OP		Orlando Rodriguez
Oscar Portales	401OP/ 404OP/ 419OP/ 602OP/ 605OP/ 607OP/ 701OP/ 703OP		Orlando Rodriguez
Rene Garza	404OP /480OP /484OP /484OP /607OP		Ramiro Delgado
Camerino Hernandez	404OP / 605OP / 607Op		Ramiro Delgado
8. Approvals:			
Operations Supervisor/Designee:	Daniel Salazar		
Area HS&C Coordinator:	Justin Pollard		
9. Post Job Completion:			
As-Built Completed By:	Daniel Salazar		
Post Job Review Conducted By:	Daniel Salazar		



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

ATTACHMENT I
(Proof of Property Interest – ROW-U-1A)


AFFIDAVIT
(for Utility Owner)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Travis L. Hammons of the DCP South Central Texas LLC, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Travis L. Hammons am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct. To the best of my knowledge, the claim I attest to is current, active, and has not been otherwise cancelled, abandoned, quit claimed, overridden or released in any way.

1. 8" steel natural gas pipeline that traverses through the D. Fanseca Survey, A-33, Hidalgo County, Texas;
[legal description of land]
2. I, Travis L. Hammons have been employed at DCP Midstream for over 5 years and have managed the right of way for South and Central Texas during that time;
[facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. DCP South Central Texas LLC claims interest ownership of this pipeline facility through assignment from the initial acquisition of the easement by Trunkline Gas Company, through various assignments to the now ownership by DCP South Central Texas LLC;
[facts attesting to ownership, including claims through deeds, etc.]
4. This pipeline easement and pipeline are being used for the transportation of natural gas and other associated hydrocarbons;
[facts showing use of property]
5. There is no enclosure of DCP's easement;
[facts showing nature and state of repair of enclosures or fencing]
6. DCP and its heirs have had continuous possession and/or use of this easement and pipeline since September of 1955;
[facts showing continuous possession for statutory period].

Further affiant sayeth not."



Travis L. Hammons
Signature

Senior Right of Way Area Specialist
Title

DCP South Central Texas LLC
Utility

Initial Date
HCRMA



Initial Date
Utility

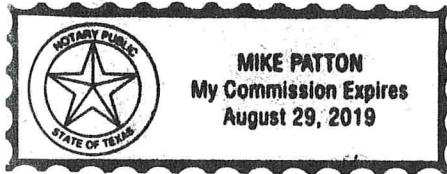


Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on May 14, 2019 by Travis L. Hammons, of DCP South Central Texas LLC, a Delaware limited liability company, on behalf of said company.



Notary Public's Signature

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility

RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS

COUNTY OF Hidalgo

ss.

1B-100-32

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, William Reis and Elizabeth M. Reis His Wife.

(hereinafter called GRANTOR, whether one or more), for and in consideration of One Dollar in hand paid, receipt of which is hereby acknowledged, and the further consideration of One Dollar (\$1.00) per linear rod to be paid before the first pipe line is laid, does hereby grant, bargain, sell, convey, and warrant unto TRUNKLINE GAS COMPANY (a Natural Gas Company under the Act of Congress of June 21, 1938, 15 U.S.C.A. 717) a Delaware corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe line and appurtenances thereto (including without limitation Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe line, ~~the grantor hereby grants the right to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe line and appurtenances thereto~~ under, ~~over~~, ~~and~~ through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Hidalgo, State of Texas, described as follows:

Lots Two (2) and Five (5) in Block Twenty-one (21) in the Steele and Pershing Subdivision of Porciones 66 and 67.

Said pipeline is to be laid as presently surveyed and staked. and not less than 300' west of the McCall road.
It is understood and agreed that this agreement is for one pipeline only.
Said pipeline is to be laid in a manner so as not to interfere with irrigation or drainage.

more fully described in deed _____ from _____ to _____
recorded in Volume 669, Page 60-61, Deed Records of said County and State, to which reference is here made.

~~The Grantor of this agreement, Grantor has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace pipe line and appurtenances thereto under, over, and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Hidalgo, State of Texas, described as follows: Lots Two (2) and Five (5) in Block Twenty-one (21) in the Steele and Pershing Subdivision of Porciones 66 and 67. It is understood and agreed that this agreement is for one pipeline only. Said pipeline is to be laid in a manner so as not to interfere with irrigation or drainage.~~

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement herein granted and conveyed, or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, with ingress to and egress from the premises for the purposes herein granted.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantor hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for any damage to growing crops and fences which may arise from the construction, maintenance and operation of said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or assigns, and the third to be chosen by the two persons appointed as aforesaid. The written award of such three persons shall be final and conclusive.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at _____

310 N. 4th St. McAllen Texas, or to _____

at _____, who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in _____ Bank, at _____

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance this 13th day of September, 1955

WITNESSES

J. E. Stripling
R. Ralston

William Reis
Elizabeth M. Reis



TX1016288

ACKNOWLEDGMENT FOR UNMARRIED PERSON

THE STATE OF _____ }
COUNTY OF _____ }

1B-100-32

BEFORE ME the undersigned, a Notary Public in and for said county and State, on this day personally appeared

known to me to be the person _____ whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19____

(L.S.)

Notary Public in and for _____ County, _____

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

THE STATE OF Texas }
COUNTY OF Hidalgo }

BEFORE ME the undersigned, a Notary Public in and for said County and State, on this day personally appeared

William Reis and Elizabeth M. Reis

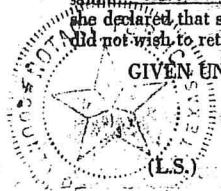
his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

Elizabeth M. Reis, wife of the said William Reis having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elizabeth M. Reis acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13 day of September, A.D. 1955.

Chester D. Ralston
Chester D. Ralston

Notary Public in and for Hidalgo County, Texas



16324

LINE NO.

RIGHT-OF-WAY AGREEMENT

FROM

Wm Reis et al

TO

TRUNKLINE GAS COMPANY
P. O. Box 1642
Houston 1, Texas

STATE OF TEXAS

COUNTY OF _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____ page _____ of the records in this office.

FILED FOR RECORD THIS DATE
At 9:10 o'clock A.M.

By:

SEP 23 1955

GEORGE L. ANDERSON
County Clerk, Hidalgo County, Texas
By Rebecca Coddington Deputy

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office

the 23rd day of Sept, A. D. 1955 at 9:10 o'clock A. M., and duly

recorded the 30th day of Sept, A. D. 1955 at 1:26

o'clock P. M., in Vol. 841 Page 378-79 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 30th day

of Sept, A. D. 1955.

By Rebecca Coddington Deputy

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

316107

706617

VOL 0187 PAGE 189

**ASSIGNMENT OF EASEMENT, PERMIT
AND OTHER REAL PROPERTY RIGHTS**

070564

FILE NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That for valuable consideration received by the undersigned, TRUNKLINE GAS COMPANY(Trunkline), a Delaware corporation, does hereby assign, convey and deliver unto DUKE ENERGY FIELD SERVICES, INC. (DEFS), all right, title and interest in and to certain Right-of-Way Grants, Leases and Permits described herein, insofar as the same should have been included in the sale by Trunkline to DEFS of certain pipeline facilities, under terms of a Facility Transfer Agreement, dated December 20, 1996, by and between Trunkline and DEFS, said instruments covering certain tracts of land in Hidalgo, Brooks and Jim Wells Counties, Texas, described as follows:

to the fullest extent it is allowed to make assignments, all of Seller's right, title, and interest in and to all agreements and contractual rights, easements, rights-of-way, servitudes, permits, and other estates situated Hidalgo, Brooks, and Jim Wells Counties, Texas more particularly described in Exhibits A and B attached hereto and made a part hereof, relating to Buyer's use, operation, and maintenance of the pipelines situated hereon and conveyed from Seller to Buyer pursuant to the Bill of Sale of even date herewith collectively "Real Property Rights");

together with all the rights to enforce covenants and warranties which Seller is entitled to enforce against Seller's predecessors in interest.

This assignment is pursuant to and limited by the provisions of the Facilities Transfer Agreement, which is hereby incorporated by reference herein as though set out in full. This Assignment shall be interpreted in connection with such Facilities Transfer Agreement, whereby Seller has agreed to transfer certain facilities to Buyer, with regard to the Right-of-Way Grants and Leases designated on Exhibit "A" as "Partial Assignments or PA". Trunkline expressly reserves all of its rights thereunder, subject only to the right of use in DEFS consistent with the Facilities Transfer Agreement.

All terms and provisions of this Assignment shall extend to, be binding upon, and inure to the benefit of the parties hereto, and their successors and assigns.

Assign.doc

IN WITNESS WHEREOF, this instrument is executed this 20TH
day of APRIL, 1998.



By: Randall C. Coleman, III
Randall C. Coleman, III
Assistant Secretary

TRUNKLINE GAS COMPANY

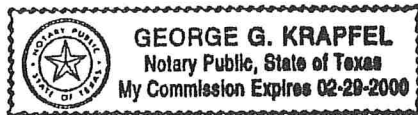
By: Theopolis Holman
Vice-President

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 20th day of
APRIL, 1998, by THEOPOLIS HOLEMAN,
a Vice-President of Trunkline Gas Company, a Delaware corporation, on
behalf of said corporation.

George G. Krappfel
Notary Public

My Commission Expires: 2-29-2000



Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DUKE ENERGY FIELD SERVICES, LP", CHANGING ITS NAME FROM "DUKE ENERGY FIELD SERVICES, LP" TO "DCP MIDSTREAM, LP", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 2006, AT 3:48 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2007, AT 12:01 O'CLOCK A.M.



3200118 8100

061025326

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5187812

DATE: 11-11-06



70 2012 02361508

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540

Instrument Number: 2012-2361508

Recorded On: November 26, 2012

As
Recording

Parties:

To

Billable Pages: 52

Number of Pages: 53

Comment: ASSGN AND CONVEYANCE

**** Examined and Charged as Follows: ****

Recording	220.00
Total Recording:	220.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2361508
Receipt Number: 1319038
Recorded Date/Time: November 26, 2012 03:34P

Record and Return To:

DCP ASSETS HOLDING LP
370 17TH ST STE 2500
DENVER CO 80202

User / Station: M Cantu - Cash Station 03



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

ASSIGNMENT AND CONVEYANCE

2361508

This Assignment and Conveyance (this "Conveyance") dated effective as of 12:00 a.m., local time, where the respective Real Property (as defined below) is located, on the 1st day of November 2012 from DCP MIDSTREAM, LP, a Delaware limited partnership ("Grantor") to DCP SOUTH CENTRAL TEXAS LLC, a Delaware limited liability company ("Grantee"), each having an address of 370 17th Street, Suite 2500, Denver, Colorado 80202.

RECITALS

The purpose of this Conveyance is to provide notice of the contribution, assignment and conveyance of the Real Property (as defined below) as more fully set forth in Exhibit A, by placing this Conveyance of record in the counties in which the Real Property (as defined below) is situated.

ARTICLE 1

Conveyance of Assets

Section 1.1 Conveyance: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, contributes, grants, and conveys unto Grantee, all of Grantor's right, title, interest and estate in and to all easements, permits, licenses, servitudes, rights-of-way, surface leases, fee interests in real property and other surface and real property interests identified on Exhibit A attached hereto and made a part hereof (the "Real Property").

TO HAVE AND TO HOLD the Real Property unto Grantee, its successors and assigns, forever.

ARTICLE 2

Disclaimers

Section 2.1 Disclaimers: (I) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) GRANTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF GRANTOR OR ANY OF ITS AFFILIATES); IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT GRANTEE SHALL BE DEEMED TO BE OBTAINING THE REAL PROPERTY IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE.

ARTICLE 3

Miscellaneous

Section 3.1 Successors and Assigns: This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3.2 Titles and Captions: All article or section titles or captions in this Conveyance are for convenience only, shall not be deemed part of this Conveyance and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

Section 3.3 Filings. As a matter of convenience and not as a limitation to the Real Property transferred by this Conveyance, the parties hereto may file counterparts of this Conveyance that only include the descriptions of those Real Property that are located in the jurisdiction where such Conveyance is filed. A fully-executed original of this Conveyance (including the descriptions of all Real Property transferred by this Conveyance) shall be maintained at the offices of Grantee.

Section 3.4 Government Assignments. Separate assignments may be executed on forms approved by governmental bodies in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully and only to the extent as though they were set forth in each such assignment. In the event of any conflict between the terms of this Conveyance and such other assignments, the terms of this Conveyance shall govern and control.

Section 3.5 Governing Law: This Conveyance and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of laws otherwise applicable to such determinations.

Section 3.6 Counterparts: This Conveyance may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[SIGNATURE PAGE FOLLOWS]



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

ATTACHMENT K
(Buy America Form 1818)

Initial Date
HCRMA

TL4 5/14/19
Initial Date
Utility



Sheet of

County: _____

Project: _____

Control: _____

Contractor: _____

Contractor:

This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. Manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The attached mill test reports (MTRs) and Certifications (Cert.) are offered as proof of Domestic Origin.

Subscribed and sworn to before me this _____ day of _____,

I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct and that I am authorized to sign for the Firm listed below.

Notary Public

(Authorized Corporate Official Signature)

Date _____

My Commission expires: _____

(Type Name and Title)

(Firm Name)



Project Name: 365 Tollway (Segments 1 & 2)
County: Hidalgo
CSJ: 0921-02-368
Limits: From FM 396 (Anzalduas Highway) to US 281 (Military Highway)
Letting Date: December 15, 2016

ATTACHMENT L
(Certificate of Insurance)

Initial Date
HCRMA

TLH 5/14/19
Initial Date
Utility



CERTIFICATE OF INSURANCE

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: DCP South Central Texas, LLC

Street/Mailing Address: 370 17th Street, Suite 2500

City/State/Zip: Denver, CO 80202

Phone Number: (303) 605-1787

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of HCRMA.

Carrier Name: Starr Indemnity & Liability Company			Carrier Phone #: (214) 647-2452	
Address: 8401 N. Central Expressway, Suite 515			City, State, Zip: Dallas, TX 75225	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	1000001665	4/1/2019	4/1/2020	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Starr Indemnity & Liability Company			Carrier Phone #: (214) 647-2452	
Address: 8401 N. Central Expressway, Suite 515			City, State, Zip: Dallas, TX 75225	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	10000090175191	4/1/2019	4/1/2020	Not Less Than: \$1,000,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Starr Indemnity & Liability Company			Carrier Phone #: (214) 647-2452	
Address: 8401 N. Central Expressway, Suite 515			City, State, Zip: Dallas, TX 75225	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	SISIPCA08325519	4/1/2019	4/1/2020	Not Less Than: \$1,000,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Hidalgo County Regional Mobility Authority (HCRMA) that the insurance policies named are in full force and effect. If this form is sent by email, the sender adopts the document received by HCRMA as a duplicate original and adopts the signature produced by the receiving email copy as the sender's original signature.

Agency Name

Address

City, State, Zip Code

Marsh USA

500 Dallas Street, Suite 1500

Houston, TX 77002

(713) 276 - 8000

Authorized Agent's Phone Number


Authorized Agent Original Signature

05/16/2019

Date

The HCRMA maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Email completed form to: eric.davila@hcrma.net

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The HCRMA certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF THE HCRMA.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Hidalgo County Regional Mobility Authority
 Attn: Eric Davila - utility relocation insurance certificate
 203 W. Newcombe Ave, PO Box 1766
 Pharr, TX 78577
 956/402-4762 or eric.davila@hcrma.net

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