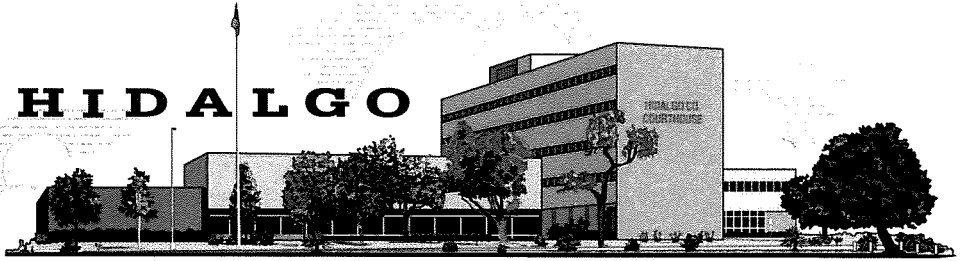


COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

June 5, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

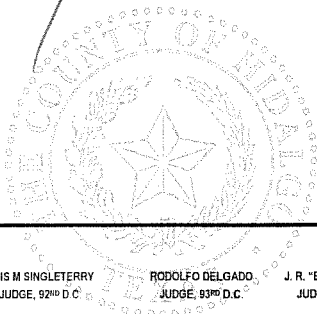
The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of McAllen for various improvements to FM 2220 Ware Road from Mile 5 to FM 1925 in the amount of \$654,830.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

6/5/15
Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. RODOLFO DELGADO, JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. JUAN R. PARTIDA JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. AIDA SALINAS FLORES JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY texas

JOSEPH PALACIOS

1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

RECEIVED BY
COUNTY AUDITOR

2015 JUN 5 PM 3 42

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: Ray Eufrazio, CPA, County Auditor
From: Joseph Palacios, County Commissioner, Pct. No. 4
Date: Friday, June 05, 2015 *JAP*
Subject: Pct. 4 Phase 1- Ware Road Project FM2220
Cc: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 5-1200-126-30-124-004-0-000, Receipt No. 187081 for Phase 1 of the Ware Road Project FM2220. Interlocal Cooperation Agreement between Hidalgo County and City of McAllen was executed on April 14, 2015. The total amount requested is \$654,830.00.

The agenda item to approve the Certification of Revenues and appropriation is AI-50030 CC date 06/09/15.

Thank you for prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 187081

Received From: PCT 4 CITY OF McALLEN 05/29/15

Date 06/01/15

1 0000463939 INVOICE NO.MCA2220 INTERLOCAL AGREEMENT 5-1200-126-30-124-004-0-000

654,830.00

Total: 654,830.00

Check Total	654,830.00
Cash Total	.00
Credit Total	.00
Other Total	.00


CITY OF McALLEN
To: HIDALGO COUNTY BUDGET & I 105738

Check Number: 0000463939
Date: 05/27/2015

Invoice Number	Date	Description	Amount	Paid Amount
MCA2220	05/26/2015	INTERLOCAL COOP AGRMNT	\$654,830.00	\$654,830.00

TOTALS: \$654,830.00 \$654,830.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

 CITY OF McALLEN AND/OR McALLEN PUBLIC UTILITY Disbursement Fund P.O. Box 220 McALLEN, TEXAS 78505-0220	PlainsCapital Bank Edinburg, Texas	<table border="1"><thead><tr><th>DATE</th><th>CHECK NUMBER</th></tr></thead><tbody><tr><td>May 27, 2015</td><td>0000463939</td></tr></tbody></table> <table border="1"><thead><tr><th>AMOUNT</th></tr></thead><tbody><tr><td>\$654,830.00</td></tr></tbody></table> VOID AFTER 90 DAYS	DATE	CHECK NUMBER	May 27, 2015	0000463939	AMOUNT	\$654,830.00
DATE	CHECK NUMBER							
May 27, 2015	0000463939							
AMOUNT								
\$654,830.00								

Pay Six Hundred Fifty Four Thousand Eight Hundred Thirty Dollars And 00 Cents

to the Order of:

HIDALGO COUNTY BUDGET & MGMT DIVISION
2818 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

R. Rodriguez

⑈0000463939⑈

⑆111322994⑆

⑈0140012303⑈



**CITY OF
McALLEN**

ENGINEERING DEPARTMENT

TRANSMITTAL

TO: Hidalgo County Budget & Mgmt Division
ATTN:
2818 South Business Hwy 281
FROM: Yvette Barrera, P.E., CFM
City Engineer

DATE: May 29, 2015
RE: Interlocal Cooperative Agreement
For FM 2220 (Ware Road) from Mile 5
To FM 1925 (Monte Cristo)

- WE ARE SENDING YOU:**
- Attached Under separate cover via
- Shop Drawings Copy of Letter Documents Prints
- Change Order Specifications Test Reports Other: (Disk)

QUANTITY	DESCRIPTION
1	Check #463939 in the amount of \$654,830 – Interlocal Cooperative Agreement

TRANSMITTED ARE AS CHECKED BELOW:

- For Approval For Correction Approved For Your Use
- For Signature As Requested Please forward

Remarks:

PRINT NAME: _____
RECEIVED BY: _____

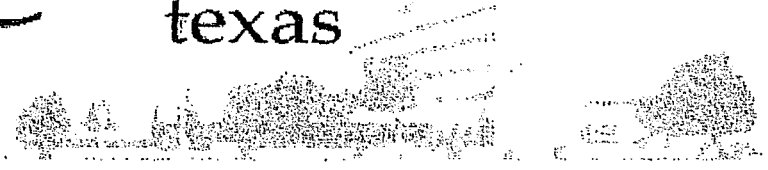
SIGNED: _____
RECEIVED BY: _____

DATE & TIME RECEIVED: _____

HIDALGO COUNTY texas

*Department of
Budget & Management*

2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7035
www.co.hidalgo.tx.us



May 6, 2015

City of McAllen
Attention: James E. Darling, Mayor
1300 Houston Ave
McAllen, Texas 78501

Re: Interlocal Cooperation Agreement for FM 2220 (Ware Road)
From Mile 5 to FM 1925

Mr. Darling:

Pursuant to the Interlocal Cooperation Agreement executed on April 14, 2015, between the City of McAllen and the County of Hidalgo, I am respectfully requesting payment for the city's contribution for Phase 1 of the project in the sum of \$654,830.00.

Please find an invoice and copy of the executed agreement.

Thank you for your time and consideration regarding this matter. If you have any questions or concerns, please contact me at 956-292-7025 ext. 5424.

Sincerely,

Sergio Cruz
Hidalgo County Budget Officer

CC: Roy Rodriguez, City Manager for McAllen



HIDALGO COUNTY

INVOICE

Invoice Date	5/6/2015
Invoice No.	MCA2220

Bill To:
City of McAllen
 Attn: Roy Rodriguez, City Manager
 1300 Houston Avenue
 McAllen, Texas 78501

Remittance:
 To ensure proper credit, please enclose a copy of this statement with your check and remit to:

Account Summary
 Balance Due \$ 654,830.00

Amount Enclosed \$

Hidalgo County Budget & Mgmt. Division
 2818 S. Bus. Hwy. 281
 Edinburg, Texas 78539
 (956) 292-7025

Date	Check/ JE No.	Description	Amount
------	---------------	-------------	--------

Interlocal Cooperation Agreement between the City of McAllen, and Hidalgo County, Texas concerning certain improvements to FM2220 Ware Road from Mile 5 to FM 1925, approved April 14, 2015

As per #3 of the agreement
 City of McAllen contribution to County 654,830.00

Amount Due: \$ 654,830.00

Make Check(s) Payable to: **Hidalgo County**

CREDIT ACCOUNT NUMBER: 5-1200-126-30-124-004-0-000

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF
HIDALGO AND CITY OF McALLEN, TEXAS CONCERNING CERTAIN
IMPROVEMENTS TO FM 2220 WARE ROAD FROM MILE 5 TO FM 1925**

This Agreement is made on this the 9th day of March, 2015 by and between the City of McAllen, Texas, hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City, the Texas Department of Transportation and the County, through Precinct No. 4 desire to improve Ware Road from 5 Mile Line Northward to FM 1925 (the "Project");

WHEREAS, the City, the Texas Department of Transportation and the County, desire to widen the existing Road from a two lane rural section to a six lane, limited access urban section (the "Project");

WHEREAS, the City and the County desire to cooperate in making needed transportation improvements to FM 2220 Ware Road from Mile 5 to FM 1925 as outlined in Exhibit B;

WHEREAS, the City and the County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety;

WHEREAS, the County will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, County and City desire to implement Phase 1 of the Project consisting of engineering, public involvement, environmental and schematics ("Phase I");

WHEREAS, Phase 1 project development cost is estimated to be \$1,309,660.00 (see attached Exhibit A) of which the County will contribute an estimated amount of \$ 654,830.00;

WHEREAS, City desires to cooperate by contributing fixed lump sum amount of \$654,830.00 to the County for the development of Phase 1;

WHEREAS, the City and the County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Section 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. County will act as lead agency to complete Phase 1 and intends to enter in an Advance Funding Agreement with the Texas Department of Transportation for environmental, schematic, right of way map and right of way services, and also intends to enter into an Advance Funding Agreement with Texas Department of Transportation, for the purpose of the right of way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program for the Project. Following completion of the Phase 1 of the Project the County will have no further obligations with respect to the Project unless County approves and executes further agreements.
2. If construction of the Project commences City will be responsible for relocation of any City owned non-compensable utilities.
3. City shall pay County as its contribution for Phase 1 of the Project the sum of \$654,830.00 at time of execution of this Agreement.
4. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.
5. Pursuant to Tex. Trans. Code 251.012, the City authorizes the County to perform the work and services described herein within its corporate city limits.
6. The County agrees it is in its best interest to provide such assistance of the City as described herein, as such Road serves as a connecting link and integral part of the County road system.
7. The County has determined that the County will receive benefit from the Project.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and

whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of The State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to McAllen: City of McAllen
 Attention: James E. Darling, Mayor
 1300 Houston Avenue
 McAllen, Texas 78501

With copy to City of McAllen
 Attention: Roy Rodriguez, City Manager
 1300 Houston Avenue
 McAllen, Texas 78501

If to County: County of Hidalgo

Attention: County Judge Ramon Garcia
302 W. University Drive
Edinburg, Texas 78539

With copy to: Commissioner Joseph Palacios, Precinct No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in The manner described shall be deemed sufficiently given for all purpose at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient

funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

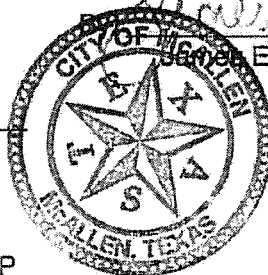
ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF McALLEN

ATTEST

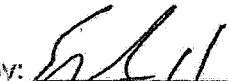
Annette Villarreal, City Secretary





E. Darling, Mayor

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

**APPROVAL OF INTERLOCAL COOPERATION
AGREEMENT PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project with the City of McAllen, Texas, and the County, through Precinct No. 4. The City of McAllen, Texas and the County of Hidalgo desire to implement Phase 1 of that certain project to improve Ware Road from 5 Mile Line Northward to FM 1925 (the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas.

By vote on _____, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

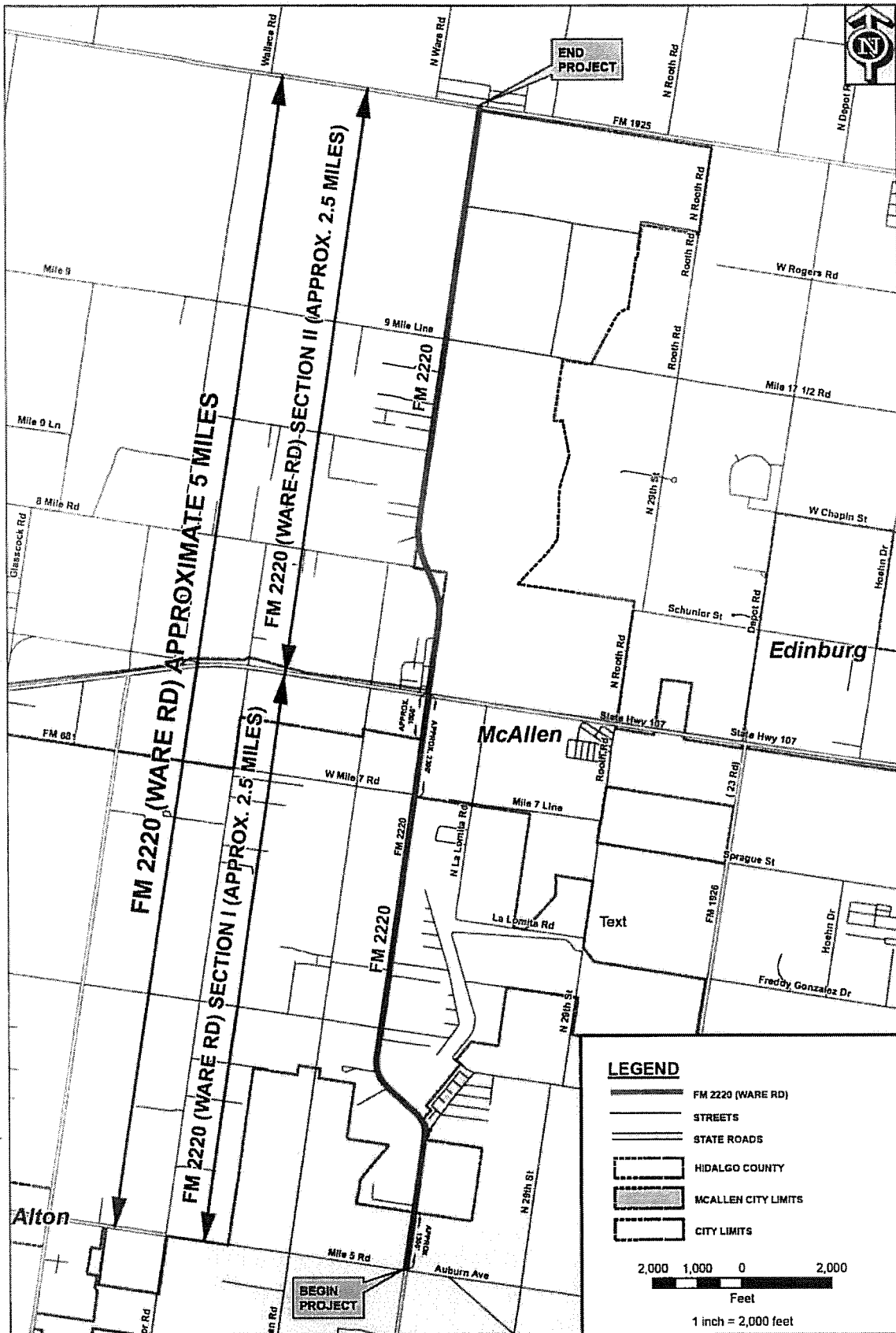
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
ESTIMATED PRELIMINARY PROJECT COSTS
WARE ROAD PROJECT

ROADWAY PROJECT:	FM 2220 (WARE ROAD)			
TOTAL ROADWAY PROJECT LIMITS: From Mile 5 to FM 1925	4.94 MILES			
ROADWAY CONSTRUCTION PROJECT LIMITS:				
LIMITS:(SECTION I - FROM MILE 5 TO SH 107).....	2.5 MILES			
LIMITS:(SECTION II - FROM SH 107 TO FM 1925)	2.5 MILES			
EXISTING ROADWAY SECTION:	VARIABLE 2-LANE ROADWAY			
EXISTING ROW WIDTH:	80' to 100' Varies			
PROPOSED ROADWAY SECTION:	4-lane divided			
PROPOSED ROW WIDTH: SECTION	Minimum 120-FT			
ESTIMATED CONSTRUCTION COST ...(SECTION 1)(ROADWAY and IRRIG SIPHON).....	\$11,900,000.00			
ESTIMATED CONSTRUCTION COST ...(SECTION 2) (ROADWAY).....	\$11,250,000.00			
ESTIMATED PROJECT COSTS	% LOCAL COST	TOTAL	HIDALGO COUNTY	CITY OF MCALLEN
WORK AUTHORIZATION NO. 1 (for Entire Length of Roadway SECTIONS 1 & 2 (See Attached Map)				
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN				
Environmental Document with TxDOT	100%	\$ 183,600.00	\$ 91,800.00	\$ 91,800.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 81,600.00	\$ 40,800.00	\$ 40,800.00
Archeological and Historical Research	100%	\$ 65,000.00	\$ 32,500.00	\$ 32,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00
Schematic for Roadway	100%	\$ 333,360.00	\$ 166,680.00	\$ 166,680.00
Schematic for Outfalls (2 total)	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Hydrological Map for 5 Miles - 2 Outfall Drain Ditches (outfall capacities etc)	100%	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00
Schematic Design for 3-8XB Siphon with 48" Steel Pipe Bypass for Irrig Dist #1 Approval	100%	\$ 135,000.00	\$ 67,500.00	\$ 67,500.00
Estimated Environmental Document Review Charges by TxDOT	100%	\$ 80,000.00	\$ 40,000.00	\$ 40,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	\$ 42,000.00	\$ 21,000.00	\$ 21,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/	100%	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00
Public Involvement for 1 Public Hearing	100%	\$ 30,600.00	\$ 15,300.00	\$ 15,300.00
SUB-TOTAL (SECTION 1 & 2)		\$ 1,309,660.00	\$ 654,830.00	\$ 654,830.00
WORK AUTHORIZATION NO. 2 (FOR SECTION 1 ONLY) (See Location Map)				
PHASE II - PS&E and CONSTRUCTION OVERSIGHT				
Field Surveys for Design and Construction	0%	\$ 137,500.00	\$ -	\$ -
PS&E Development Roadway (7.5% Engineering Fee)	0%	\$ 892,500.00	\$ -	\$ -
PS&E Design for New Bridge/Siphon at Irrig. Canal on Skew	0%	\$ 144,000.00	\$ -	\$ -
Geotechnical Soil Information and Scour Report for Bridge for TXDOT	0%	\$ 60,000.00	\$ -	\$ -
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	0%	\$ 66,000.00	\$ -	\$ -
Bridge Layout for approval by TxDOT(Bridge Division and FHWA)	0%	\$ 72,000.00	\$ -	\$ -
PS&E Development for OUTFALL	0%	\$ 90,000.00	\$ -	\$ -
Permitted Utilities Coordination to adjust	0%	\$ 144,000.00	\$ -	\$ -
ROADWAY & BRIDGE CONSTRUCTION COST	0%	\$ 11,900,000.00	\$ -	\$ -
TxDOT Construction Inspection (11%)	0%	\$ 1,309,000.00	\$ -	\$ -
Eng Consultant Construction Management (18 Months)	0%	\$ 113,400.00	\$ -	\$ -
Direct State cost for Preliminary Engineering oversight	0%	\$ -	\$ -	\$ -
SUB-TOTAL (SECTION 1)		\$ 14,928,400.00	\$ -	\$ -
WORK AUTHORIZATION NO. 3 (FOR SECTION 1 ONLY) (See Location Map)				
PHASE III - ROW Acquisition				
Complete ROW Map (Estimated 73 Parcels)	100%	\$ 306,600.00	\$ 153,300.00	\$ 153,300.00
Right-of-Way Costs - Acq Services @ (est. 73 Parcels @ \$13,800/Parcel Avg.)	100%	\$ 1,007,400.00	\$ 503,700.00	\$ 503,700.00
Est. County Attorney Cost for Condemnation (\$15,000/Parcel based on 20% (total of parcels)	100%	\$ 219,000.00	\$ 109,500.00	\$ 109,500.00
Estimated Compensable Utility Maint for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 216,000.00	\$ 108,000.00	\$ 108,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 12.38 AC @ \$6.5/ sq ft)	1.70%	\$ 3,499,610.40	\$ 29,746.69	\$ 29,746.69
Relocations (Homes or Businesses) (Estimate 2 at \$450,000 and a shed at \$80,000)	1.70%	\$ 980,000.00	\$ 8,330.00	\$ 8,330.00
COMPENSABLE UTILITY COSTS (2-HP Gas Lines plus 400-ft of Irrigation line plus unknown utilities)	1.70%	\$ 500,000.00	\$ 4,250.00	\$ 4,250.00
SUB-TOTAL (SECTION 1)		\$ 6,728,610.40	\$ 916,826.69	\$ 916,826.69
ESTIMATED TOTAL		\$ 22,966,670.40	\$ 1,571,656.69	\$ 1,571,656.69

Work Authorization No. 1 Phase I	FY 15	\$ 1,229,660.00	NOT ISSUED
Work Authorization No. 2 Phase II	FY 16	N/A	BY TXDOT
Work Authorization No. 3 Phase III	FY 17	\$ 1,530,000.00	NOT ISSUED
State Estimated Cost			
Local Estimated Cost			
TOTAL ESTIMATED COUNTY COST:		\$ 1,571,656.69	6.84%
TOTAL ESTIMATED PROJECT COST:		\$ 22,966,670.40	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS		\$ 191,826.69	



FM 2220 (WARE RD) LOCATION MAP
 SECTION I FROM AUBURN AVE (MILE 5) TO SH 107
 APPROX. PROJECT LENGTH 2.5 MILES
 SECTION II FROM SH107 TO FM 1925
 APPROX. PROJECT LENGTH 2.5 MILES



Mexican Railroad Company Survey, Hidalgo County, Texas; 12712 North Ware Road.

5. Rezone from R-3A (multifamily residential apartments) District to R-1 (single family residential) District: 14.91 acres out of Lots 13, 14, 17, & 18, Section 234, Texas-Mexican Railroad Company Survey, Hidalgo County, Texas; 12900 North Ware Road.

6. Request of Caribe Investments, LP, appealing the decision of the Planning & Zoning Commission of the February 17, 2015 meeting, denying a Conditional Use Permit, for one year, for a bar at Lot 3, Lone Star National Bank Subdivision, Hidalgo County, Texas; 500 Nolana Avenue.

B) CONDITIONAL USE PERMITS:

1. Request of Provident Realty Advisors, Inc, for a Conditional Use Permit, for life of the use, for a planned unit development, at the 13.661 acres coming out of Lots 9 and 16 in the northwest quarter (¼) of Section 7, Hidalgo Canal Company's Subdivision, Hidalgo County, Texas; 1300 South 10th Street. **TABLED**

2. Request of Rancho Quinta Luz, appealing the decision of the Planning & Zoning Commission of the February 3, 2015 meeting, denying a Conditional Use Permit, for one year, for an event center at the 3.25 acres out of Lot 6, Block 2, C.E. Hammond Subdivision, Hidalgo County, Texas; 4300 Pecan Boulevard. **TABLED**

3. Request of Felipe Garcia, appealing the decision of the Planning & Zoning Commission of the February 17, 2015 meeting, denying a Conditional Use Permit, for one year, for a home occupation (office) at Lot 5, Block 3, Thayer's Subdivision, Hidalgo County, Texas; 1110 South McColl Road.

C) Amending the Zoning Ordinance of the City of McAllen as enacted May 29, 1979.

END OF PUBLIC HEARING

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.)*

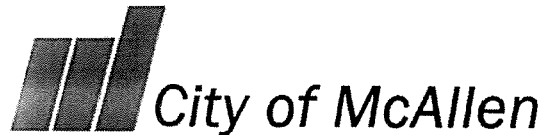
A) Approval of minutes for Workshop and Regular Meeting held February 23, 2015.

B) Memorandum of Agreement with Federal Aviation Administration regarding Air Traffic Control Tower Land Site.

C) Consider approval of Tax Refunds over \$500 for North Trenton LTD.

D) Report on New Fund; PEG Fee Fund.

E) Consider approval of Change Order No. 2 for Repaving Improvements for 2nd Street at Pecan Boulevard & McColl Road at Pecan Boulevard.



Mayor James "Jim" Darling
Mayor Pro-Tem/Commissioner Hilda Salinas
Mayor Pro-Tem/Commissioner Aida Ramirez

Commissioner Scott C. Crane
Commissioner Trey Pebley
Commissioner John J. Ingram
Commissioner Veronica Vela Whitacre

AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, MARCH 9, 2015 – 5:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN, TEXAS 78501

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Jim Darling
PLEDGE OF ALLEGIANCE - Mayor Jim Darling
INVOCATION - Mayor Pro Tem Hilda Salinas
PROCLAMATION - *American Red Cross Month* - Iris Martinez Juergens

1. PUBLIC HEARING:

A) ROUTINE ITEMS: *(All Rezonings and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.)*

1. Rezone from C-1 (office building) District to C-3 (general business) District: Lots 4, 5, & 6, Lazy-A-Ranch Addition, Hidalgo County, Texas; 1313, 1311, and 1309 North 24th Street.
2. Rezone from C-2 (neighborhood commercial) District to C-3 (general business) District: Lot 1, Carwash Subdivision, Hidalgo County, Texas; 1008 North Ware Road.
3. Rezone from C-3 (general business) District to R-3A (multifamily residential apartments) District: 0.85 acres out of Lot 3, Block 11, Steele and Pershing Subdivision, Hidalgo County, Texas; 200 East Pecan Boulevard.
4. Rezone from R-2 (duplex-fourplex residential) District to R-1 (single family residential) District: 69.03 acres out of Lots 14, 15, 16, and 17, Section 234, Texas-

- F) Consider approval of an amendment to Change Order No. 3 for Bicentennial Boulevard and 2nd Street Hike and Bike Trail Resurfacing.
- G) Ordinance providing for a budget amendment for the Trinity Methodist Church Parking Lot Renovations and Landscaping.
- H) Resolution authorizing the submission of a grant application under the Fiscal Year 2015 H-E-B Community Investment Grant Program for Quinta Mazatlan Ebony Grove.
- I) Resolution authorizing the amendment of the Friends of Quinta Mazatlan Bylaws.

3. BIDS/CONTRACTS:

- A) Consideration of Lease Amendment No. 1 with the U.S. Department of Homeland Security, Customs and Border Protection for ramp improvements at McAllen-Miller International Airport.
- B) Consideration of an Interlocal Cooperation Agreement between County of Hidalgo and City of McAllen, Texas for FM 2220 (Ware Road) from Mile 5 to FM 1925.
- C) Consideration of Change Order No. 2 for the McAllen Performing Arts Center.
- D) Discussion and Possible Action on the selection of an architectural firm for the McAllen Baseball Complex.
- E) Consideration of Change Order No. 1 providing for an increase to Purchase Order No. 0050059 for the Convention Center Fountain Pump Room Emergency Repairs.
- F) Consideration and possible adoption of the Project and Finance Plan for the Tax Increment Reinvestment Zone Number One.
- G) Consideration and possible adoption of the Development Agreement with the McAllen Tax Increment Reinvestment Zone Number One and Rhodes Enterprises, Inc.
- H) Consideration and possible adoption of an Interlocal Agreement for the McAllen Tax Increment Reinvestment Zone Number One with Hidalgo County.

4. ORDINANCES:

- A) Consideration and approval a budget amendment for several Development Corporation projects approved by Development Corporation Board on March 2, 2015.

5. VARIANCES:

- A) Request for a variance to the Subdivision Process requirement at the west 2.215 acres of the east 4.43 acres of the north 9.43 acres of land out of Lot 56-1, West Addition to Sharyland Subdivision.

6. MANAGER'S REPORT:

- A) Discussion and Possible Action regarding Advanced Chiropractic Network & Airrosti.
- B) Consideration of the acceptance of a Certification of Unopposed Candidates for certain races on the May 9, 2015 General City Election and issuance of an Order of Cancellation for same races. *Presentación y aceptación de una Certificación de Candidatos Únicos para ciertos puestos o cargos, para la Elección General de la Ciudad del 9 de Mayo de 2015 y aprobación de una Orden de Cancelación para los mismos puestos.*
- C) Future Agenda Items.

7. TABLED ITEM(S):

- A) Consider authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the Hidalgo County Regional Mobility Authority and City of McAllen for planned improvements to infrastructure within the proposed South Bentsen Industrial Park Subdivision.

PUBLIC COMMENT SESSION

8. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).

- A) Consultation with City Attorney regarding legal issues related to Cause No. C-0514-15-B; Dr. Robert C. Brace vs. City of McAllen. (Section 551.071, T.G.C.)
- B) Consultation with City Attorney regarding Professional Services Contract (Performing Arts Center). (Section 551.071, T.G.C.)
- C) Consultation with City Attorney regarding legal issues related to the Civic Center Re-development. (Section 551.071, T.G.C.)
- D) Consideration of Economic Development Matters. (Section 551.087, T.G.C.)
- E) Discussion and Possible Lease, Sale or Purchase of Real Property; Tract 1, Tract 2, Tract 3, Tract 4 and Tract 5. (Section 551.072, T.G.C.)

9. MAYOR'S REPORT:

- A) Report on State of the City Address.
- B) Discussion regarding safety in Mexico.

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on March 6, 2015 at 2:00 P.M. 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.

/s/

Annette Villarreal, TRMC/CMC, CPM
City Secretary