



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
June 09, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held at the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. **AI -49995** A. Approval of Interlocal Cooperation Agreement between Hidalgo County and The City of McAllen, Texas and Hidalgo County Drainage District No. 1 (Hoehn Dr. Subdivision)
B. In accordance with Texas Govt. Code 791.014, approval of proposed project with the City of McAllen, Texas, County of Hidalgo and Hidalgo County Drainage District No.1, through Pct. 4 to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision
7. **AI -49988** 2013 Bond Series
Discussion and approval of land acquisition in relation to J-09 drainage project for parcel #47.
8. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
 - A. **Real Estate Acquisition**

B. Pending and/or Potential Litigation

9. Open Session:

A. Real Estate Acquisition

B. Pending and/or Potential Litigation

10. Closed Session:

Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

11. Open Session:

Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

12. Adjourn

AI -49995

6.

DRAINAGE DISTRICT

Meeting Date: 06/09/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

A. Approval of Interlocal Cooperation Agreement between Hidalgo County and The City of McAllen, Texas and Hidalgo County Drainage District No. 1 (Hoehn Dr. Subdivision)

B. In accordance with Texas Govt. Code 791.014, approval of proposed project with the City of McAllen, Texas, County of Hidalgo and Hidalgo County Drainage District No.1, through Pct. 4 to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision

BACKGROUND

Fiscal Impact

Attachments

legal

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/04/2015 03:10 PM
Purchasing Department	Monica Badillo	06/05/2015 04:44 PM
Form Started By: Monica Badillo		Started On: 06/04/2015 03:00 PM
Final Approval Date: 06/05/2015		

Zimbra

maria.lucio@co.hidalgo.tx.us

RE: Interlocal Agreement on Hoehn Dr. Subdivision

From : Steve Crain <scrain@atlashall.com>
Subject : RE: Interlocal Agreement on Hoehn Dr. Subdivision
To : 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>

Wed, May 27, 2015 02:38 PM

OK

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, May 27, 2015 2:32 PM
To: Steve Crain
Cc: Raul Sesin
Subject: Re: Interlocal Agreement on Hoehn Dr. Subdivision

We have reviewed and all is in order, I am requesting that this amendment be placed on agenda.
Thank you!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Tuesday, May 26, 2015 3:32:32 PM
Subject: RE: Interlocal Agreement on Hoehn Dr. Subdivision

Please review the terms of the Interlocal Agreement and if the terms are correct then the Agreement is fine.

From: Maria Lucio [<mailto:maria.lucio@co.hidalgo.tx.us>]
Sent: Tuesday, May 26, 2015 3:14 PM
To: Steve Crain
Cc: Raul Sesin
Subject: Fwd: Interlocal Agreement on Hoehn Dr. Subdivision
Importance: High

Good Afternoon Mr. Crain,

The following attachment is the amended ILA between Hidalgo County and City of McAllen (Hoehn Subdivision) for your review. Please advise if it is approved as to from at your earliest convenience. Should you have any questions please let me know, thank you, have a great day!

Respectfully,

Lulu Lucio

Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Juan J. Rodriguez" <jj.rodriquez@mcallen.net>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Tuesday, May 26, 2015 2:57:47 PM
Subject: Interlocal Agreement on Hoehn Dr. Subdivision

Ms. Lucio,

Good afternoon! Please refer to the final draft of the Interlocal Agreement for provision of Sanitary Sewer Services for Hoehn Dr. Subdivision. We expect the document to be approved by the McAllen City Commission this afternoon. Let me know if you need anything else.

Thanks

J. J. Rodriguez
Assistant General Manager

McAllen Public Utility
P. O. Box 220, 78505-0220
1300 Houston Avenue
McAllen, Texas 78501

Tel. (956) 681-1637
Fax (956) 681-1639

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STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY, CITY OF McALLEN, TEXAS,
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This Agreement is made on this the _____ day of _____, 2015 by and between HIDALGO COUNTY, TEXAS, hereinafter referred to "County", the HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "District", and the CITY OF McALLEN, TEXAS acting by and through the Public Utility Board hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, City desires to assist County in that certain sanitary sewer project to service Hoehn Drive Subdivision located in the extra territorial jurisdiction of City such project more particularly described on Exhibit "A" attached hereto (the "Work");

WHEREAS, the Work consists among other items the construction of a lift station (oversized), force main (oversized), sanitary sewer lines (oversized) residential connection of sewer line and filling of on-site sewage facilities;

NOW THEREFORE, City, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to perform the Work in accordance with the specifications prepared by Raul Sesin, P.E. dated May 1, 2015. City agrees to pay County a lump sum of Four Hundred Seventy Seven Thousand Eight Hundred Ninety Five and 90/100ths dollars (\$477,895.90) upon execution of this Agreement for performance of the Work (the "City Payment"). Following completion of the Work by County, County shall have no further obligation or responsibility with respect to the Work including but not limited to repairs to or maintenance of the Work.
2. County agrees either by its own forces or by third party contractor(s) to provide for engineering, labor and materials required for the Work.
3. The parties agree that all other costs associated with the Work shall be the responsibility of County in their entirety.
4. Term: The term of this Agreement shall be for the time period required to accomplish the Work which shall not exceed two hundred and forty (240) days from the date the County receives the City Payment.

5. City, to the extent required under the Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
6. County through third party contractor(s) utilizing the funds the County received or will receive from the Texas Department of Agriculture and Community Development Block Grant shall connect residential sanitary lines to the residences located within Hoehn Drive Subdivision (Vol.23, Page 59, HCMR).
7. Hidalgo County Precinct 4 shall contribute the sum of Five Hundred Forty Six Thousand Three Hundred Twenty Nine and 20/100ths dollars (\$546,329.20) toward the Work through the use of in house engineering and in house labor and equipment.
8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.
10. **Conflict of 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 any provision of this 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 later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
11. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement.** This Agreement contains the entire agreement 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 both parties, and not otherwise.
13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party

who failed to appropriate sufficient funds. 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. Section 271.903.

14. **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.

15. **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 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
 Attn.: Charles Amos, Chairman PUB
 1300 Houston Avenue
 McAllen, Texas 78501

With copy to: City of McAllen
 Attn.: Roel Rodriguez, P.E., City Manager
 Mark Vega, P.E., General Manager PUB
 1300 Houston Avenue
 McAllen, Texas 78501

If to County: Hidalgo County
 Attn.: Chairman of the Board
 900 North Doolittle Road
 Edinburg, Texas 78541

With copy to: Commissioner, Precinct No. 4
 Attn.: Joseph Palacios
 1102 North Doolittle Road
 Edinburg, Texas 78539

If to District: Hidalgo County Drainage District No. 1
 902 North Doolittle
 Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all

purposes 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.

16. **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.
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **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.
20. **Authority to Execute.** The execution and performance of this Agreement by City of McAllen, Hidalgo County, and the Hidalgo County Drainage District No. 1 have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of City, County and District in accordance with its terms.
21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. **Secured Infrastructure.** Upon completion and acceptance of the work, the County agrees to transfer to the City the sanitary sewer lines and related appurtenances, including the lift station and to allow the City, through the McAllen Public Utility Board to operate, repair and maintain the improvements as installed in the County or District's right-of-ways and easements on a permanent basis.

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

[SIGNATURE PAGE TO FOLLOW]

COUNTY OF HIDALGO

By: Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

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

By: Stephen L. Crain

CITY OF McALLEN

By: James E. Darling, Mayor

ATTEST:

By: Annette Villarreal, TRMC/CMC City Secretary



McALLEN PUBLIC UTILITY BOARD

By: Charles E. Amos, Chairman

ATTEST:

By: Nyla L. Flatau, TRMC/CMC Utility Board Secretary

APPROVED AS TO FORM:
CITY ATTORNEY

By: Kevin D. Pagan

Scale: 1"=100' FULL 1"=200'
Drawn by: CYNTHIA PEREZ
Checked by: RAUL E. SESIN
Title by: EDGAR ISIDRO
Sheet:

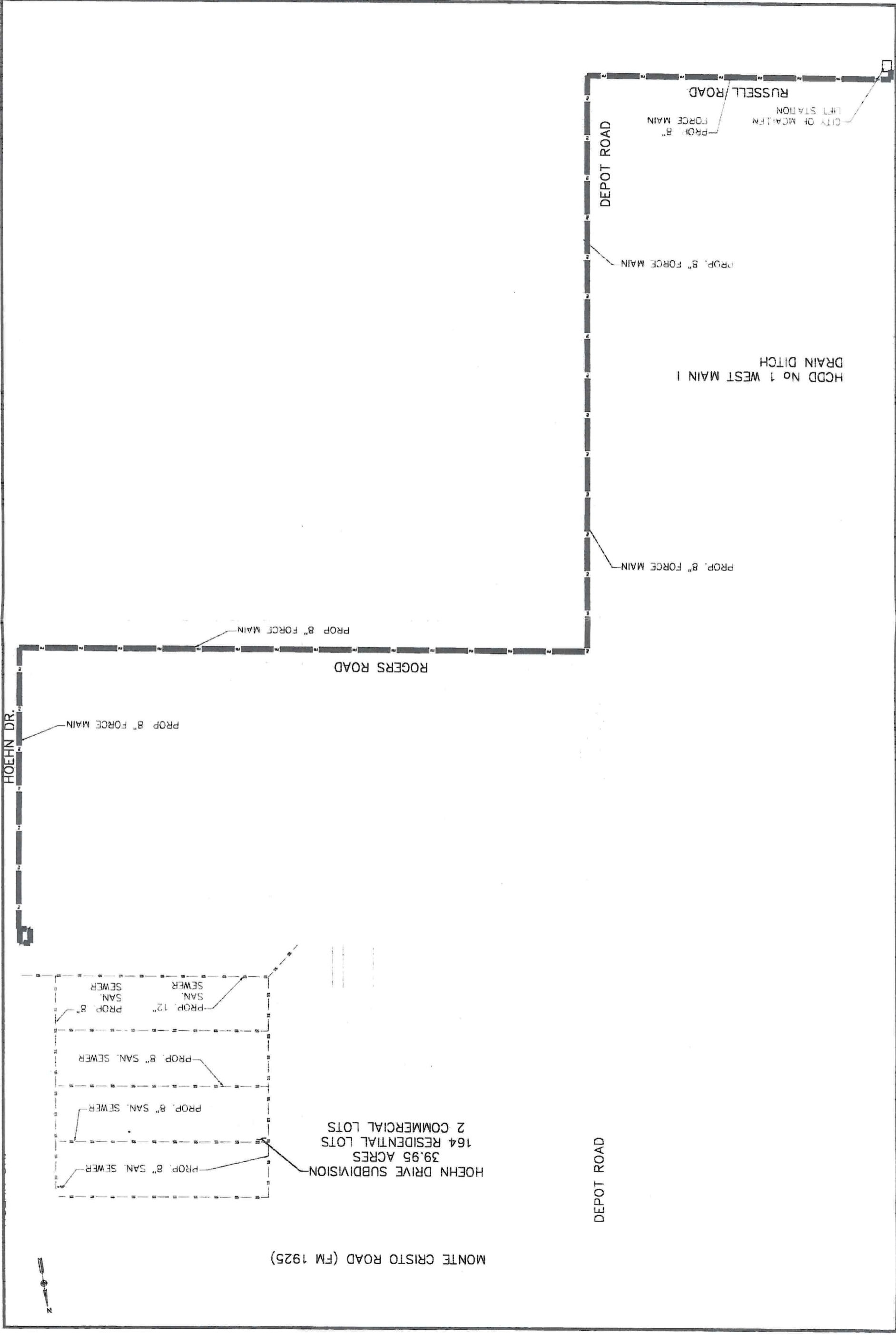


OVERALL PLAN VIEW

COMMISSIONER
JOSEPH PALACIOS
HIDALGO COUNTY PCT 4
IMPROVEMENTS PROJECT



HIDALGO COUNTY
PRECINCT 4
1051 N. DOULTLE RD
EDINBURG TX 78542
TEL: (956) 363-3112 FAX: (956) 363-5905
www.co.hidalgo.tx.us



STATE OF TEXAS §
COUNTY OF HIDALGO §

**APPROVAL OF INTERLOCAL
COOPERATION AGREEMENT PROJECT**

In accordance with Texas Government Code Section 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 4, and the Hidalgo County Drainage District No. 1. The City and the County desire to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision located in the extraterritorial jurisdiction of City more particularly through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas.

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

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVES AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -49988

7.

DRAINAGE DISTRICT

Meeting Date: 06/09/2015

Submitted By: Sylvia Sanchez, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series

Discussion and approval of land acquisition in relation to J-09 drainage project for parcel #47.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/04/2015 02:19 PM
Final Approval	Monica Badillo	06/05/2015 04:44 PM
Form Started By: Sylvia Sanchez		Started On: 06/04/2015 02:07 PM
Final Approval Date: 06/05/2015		