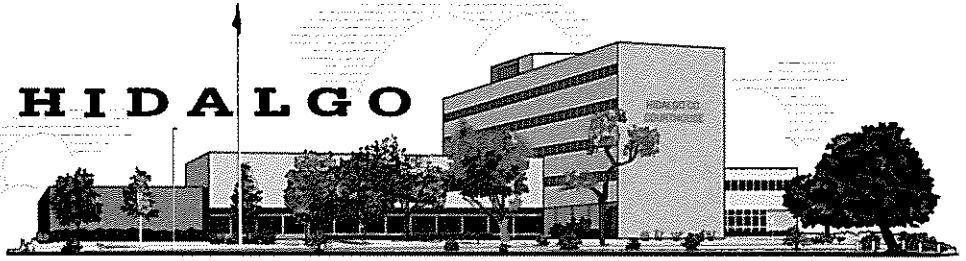


COUNTY of HIDALGO



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

August 8, 2016

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 Weslaco, Texas for the improvement project to 18th Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18th Street to Mile 5 ½ North Road and Mile 5 ½ North Road from South Airport Drive to Pleasantview Drive in the amount of \$200,000.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

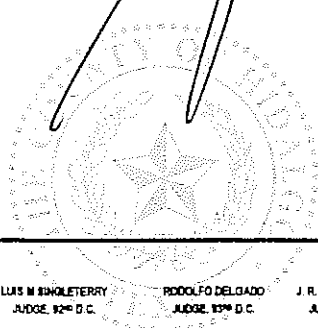
CERTIFIED BY:



Raymundo Eufrazio, CPA
Hidalgo County Auditor

8/8/16

Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M BINGLETERRY JUDGE, 12th D.C. RODOLFO DELGADO JUDGE, 13th D.C. J. R. "BOBBY" FLORES JUDGE, 13th D.C. ROSE QUERRA REYNA JUDGE, 20th D.C. JUAN R. PARTIDA JUDGE, 27th D.C. MARIO E. RAMIREZ, JR. JUDGE, 31st D.C. NOE GONZALEZ JUDGE, 37th D.C. OVERSEER LETICIA LOPEZ JUDGE, 38th D.C. AIDA BALINAS FLORES JUDGE, 39th D.C. ISRAEL RAMON, JR. JUDGE, 43rd D.C. JESSE CONTRERAS JUDGE, 44th D.C.


HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



Memorandum

To: Ray Eufrazio, CPA, County Auditor

From: Dina Trevino, Assistant Budget Officer 

Date: Thursday, August 04, 2016

Subject: Certification of Revenues Pct 1 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Sergio Cruz, Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the R&B Pct 1 – City of Weslaco revenue received for the road improvement to Airport Drive, 18th St, and Mile 5 ½ North.

The funds were recently receipted into account 6-1200-337-00-121-004-0-000 R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2 in the amount of \$200,000.00. (Receipt#201008)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5405.

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Thursday, August 04, 2016 11:44 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; Sergio Cruz; becky.luna@auditor.co.hidalgo.tx.us; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues Pct. 1 Revenue
Attachments: Certification of Revenues Pct. 1 Revenue.pdf

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



Memorandum

To: Ray Eufracio, CPA, County Auditor
From: Dina Trevino, Assistant Budget Officer *DT*
Date: Thursday, August 04, 2016
Subject: Certification of Revenues Pct 1 Revenue
Cc: Linda Fong, 1st Assistant County Auditor
Sergio Cruz, Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

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The funds were recently receipted into account 6-1200-337-00-121-004-0-000 R&B PCT1-WESLACO-AIRPORT,18TH, MILE5 1/2 in the amount of \$200,000.00. (Receipt#201008)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5405.

--

Alfredo Esparza
Budget Clerk II
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5409
alfredo.esparza@co.hidalgo.tx.us

AI-55686

Budget and Management
19. D. 1.

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Katia Garcia, COMM. PCT. #1

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #1

Information

CAPTION

Pct 1 Rd. Maint. (1200):

1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Weslaco for the road improvements to 18th Street (FM1015-S. Airport), South Airport Drive (18th St - Mile 5 1/2) and Mile 5 1/2 North (S. Airport - Pleasantview Drive).
2. Approval of 2016 appropriation of funds into Pct 1 Rd. Maint. in the amount of \$200,000.00.

BACKGROUND

ICA approved on 6/2/15

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. Monies received under Acct#6-1200-337-00-121-004-0-000 (Receipt#201008)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/04/2016 08:06 AM

Budget & Management

Veronica Ortiz

08/04/2016 08:42 AM

Final Approval

Monica Badillo

08/05/2016 05:51 PM

Form Started By: Merlen P. Munoz

Started On: 08/03/2016 02:25 PM

Final Approval Date: 08/05/2016

DATE: August 4, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2016
Appropriation



DEPARTMENT NAME: Department of Budget & Management for Pct I Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1200-431-00-121-005-0- 610	PCTI RD MAINT GENERAL SUPPLIES	200,000.00 ✓
6-1200-337-00-121-004-0-000	R&B PCTI-WESLACO-AIRPORT, 18TH. MILE 5 1/2	200,000.00 ✓
TOTAL BUDGET INCREASE (DECREASE)		200,000.00

REASON: To appropriate funding for revenues for the ICA with City of Weslaco for Airport, 18th St, Mile 5 1/2 Road Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Account No 5-1200-337-00-121-004-0-000 Account Period Range: 00 - 13 379680 pg 08 of 10

Acct. Year 16 Previous Year Info Description R&B PCT1-WESLACO-AIRPORT,18TH, MILES 1/2

Sum Bal Meas Open Exp Exp Detail All Exp Checks Unpost Pay Unpost Pay Prt A/E A/E Req Prt WHS WHS Prt RTB

Reference No	Date	Received From	Description	Period	Amount
201008 (R)	08-01-2016	CITY OF WESLACO PCT. 1	R&B PCT1-18TH ST. S. AIRPORT / MI 5 1/2	08	200,000.00
# 20 201008					Amount 200,000.00



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

Receipt No: 201008

Received From: CITY OF WESLACO PCT. 1

Date 08/01/16

1 001117 R&B PCT1-18TH ST. S. AIRPORT / MI 5 1/2 6-1200-337-00-121-004-0-000 200,000.00

Total: 200,000.00

Check Total	200,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

CITY OF WESLACO

51695 ** COUNTY OF HIDALGO **

001117

001117 07/22/2016

DATE	I.D.	PO #	DESCRIPTION	G/L DISTRIBUTION	AMOUNT
07/20/2016	4242016		COUNTY OF HIDALGO 18TH STREET S AIRPORT AND MILE 5 1/2 NORTH ROAD		200,000.00

RECEIVED BY
 HIDALGO COUNTY CLERK
 2016 JUL 27 PM 3 31

CHECK TOTAL 200,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CITY OF WESLACO

INTEREST & SINKING ACCT
255 S. KANSAS
WESLACO, TX 78596-6158

BBVA COMPASS
WESLACO, TEXAS

001117

07/22/2016 001117

***200,000.00

VOID AFTER 90 DAYS

PAY: ----- TWO HUNDRED THOUSAND & 00/100 DOLLARS -----

TO: ** COUNTY OF HIDALGO **

David Suarez

Mike R. Pay

Security features included. Details on back.

⑈001117⑈ ⑆113010547⑆ ⑆2519185981⑈

Account Inquiry by Account Mask - FAINQ05A		07/11/16 10:30 am			
Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
5-1345-431-00-121-199-0-721	C02014-PCT1 18TH (AIRPORT-FM1015	163,304.97	.00	80,451.74	83,853.23
5-1345-431-00-121-188-0-841	C02014-PCT1 18TH (AIRPORT-FM1015	97,146.15	.00	69,685.99	27,480.16
Totals		260,451.12	.00	150,137.73	110,333.39
<input type="button" value="Cancel"/>					

U *

150,137.73+ Exp. year 2015
 125,235.67+ Exp. year 2016
 275,373.40

Account Inquiry by Account Mask - FAIN005A		07/11/16 10:30 am			
Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
6-1345-431-00-121-188-0-721	CO2014-PCT1 18TH (AIRPORT-FM1015)	89,040.47	5,114.44	69,939.99	10,957.04
6-1345-431-00-121-188-0-841	CO2014-PCT1 19TH (AIRPORT-FM1015)	52,380.89	3,703.68	48,655.57	1.88
6-1347-431-00-121-188-0-721	CO2015A-PCT1 18TH (AIRPORT-FM101)	10,000.00	3,229.04	2,330.03	4,449.93
6-1347-431-00-121-188-0-841	CO2015A-PCT1 19TH (AIRPORT-FM101)	10,000.00	2,331.76	4,389.08	3,359.18
Totals		158,401.46	14,369.80	125,233.67	18,797.99
<input type="button" value="Cancel"/>					

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

April 27, 2016

City of Weslaco
Attn: Mike Perez, City Manager
225 S. Kansas Ave.
Weslaco, TX 78596

RE: 18th Street (FM 1015 – S. Airport), S. Airport (18th St. – Mile 5 ½),
Mile 5 ½ (S. Airport – Pleasantview)

INVOICE

Dear Mr. Perez,

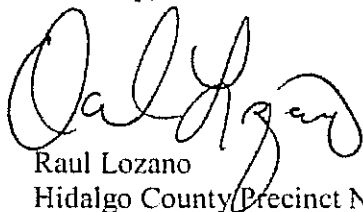
The County of Hidalgo is requesting payment in the amount of \$200,000.00 from the City of Weslaco, pursuant to the Interlocal Cooperation Agreement (approved on Commissioner's Court 6/2/15) between the City of Weslaco and the County of Hidalgo for the 18th Street (FM1015 – S. Airport), South Airport Drive (18th St – Mile 5 ½) and Mile 5 ½ North (S. Airport – Pleasantview) Road Improvements Project. The Interlocal Agreement stipulates that the City of Weslaco will pay the County, within thirty (30) days after receipt of such invoice one-hundred percent (100%) of the cost of materials.

Please remit payment to the following:

County of Hidalgo
Attn: Norma Garcia, County Treasurer
2802 South U.S. Hwy. 281
Edinburg, Texas 78539

Attached please find a copy of the interlocal agreement affecting this invoice request. Should you have any questions or concerns, please do not hesitate to contact Katia Garcia at (956) 968-8733.

Sincerely,



Raul Lozano
Hidalgo County Precinct No. 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS STE. 101
WESLACO, TEXAS 78599

PH: 956.968.8733
FAX: 956.969.1417

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESLACO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 2nd day of June, 2015, by and between the CITY OF WESLACO, TEXAS, hereinafter referred to as "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, Weslaco is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, 18th Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18th Street to Mile 5 ½ North Road and Mile 5 ½ North Road from South Airport Drive to Pleasantview Drive are an important and critical integral infrastructure within Hidalgo County (the "Road");

WHEREAS, a portion of the Road is within the corporate limits of Weslaco, while the remaining segment is within Hidalgo County jurisdiction;

WHEREAS, the Road serves as an integral part of the City/County road system and such improvements to the Road are in the best interest of the County and City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov'l. Code 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, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The County and City agree that the costs for materials for the Road located within the municipal limits of City and County jurisdiction will be at the City's expense for a

cost not to exceed \$200,000. County will provide all labor necessary for improvement of the road at County's sole expense. The probable cost estimate for materials for the improvements to the Road is attached here as Exhibit A.

2. The City consents to County performing the labor within the corporate limits of City.
3. The parties agree that City and County will each inspect and accept the Road prior to declaring the work completed.
4. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.
5. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
6. City agrees to pay County the City's portion of the cost of the materials within thirty (30) days after receiving County's invoice for one-hundred percent (100 %) of cost of the materials
7. **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.
8. **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.
9. **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.
10. **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.
11. **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 Weslaco:
City of Weslaco
Attention: City Manager
225 S. Kansas Ave. Weslaco, Texas
78596

If to County:
County of Hidalgo
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to:
Commissioner A.C. Cuellar, Jr.,
Precinct No.1
1912 Joe Stephens Avenue
Weslaco, Texas 78596

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.

12. **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.
13. **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.
14. **Assignment.** This Agreement shall not be assignable.
15. **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.
16. **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 as often as may be appropriate.
17. **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

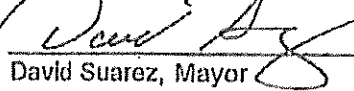
accordance with its terms.

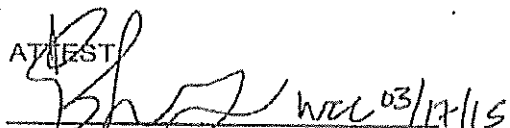
18. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In 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.
20. **Termination.** The contract will end 30 days after construction begins.

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

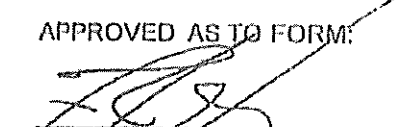
[SIGNATURE PAGE TO FOLLOW]

THE CITY OF WESLACO



David Suarez, Mayor

ATTEST

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:


Frank Garza, City Attorney

ATTEST

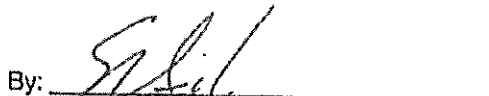

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO


Ramon Garcia, County Judge

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

APPROVED BY
COMMISSIONERS' COURT
ON: 6/2/15

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 to desire to improve 18th Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18th Street to Mile 5 ½ North Road and Mile 5 ½ North Road from South Airport Drive to Pleasantview Drive through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on June 02, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 6/2/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

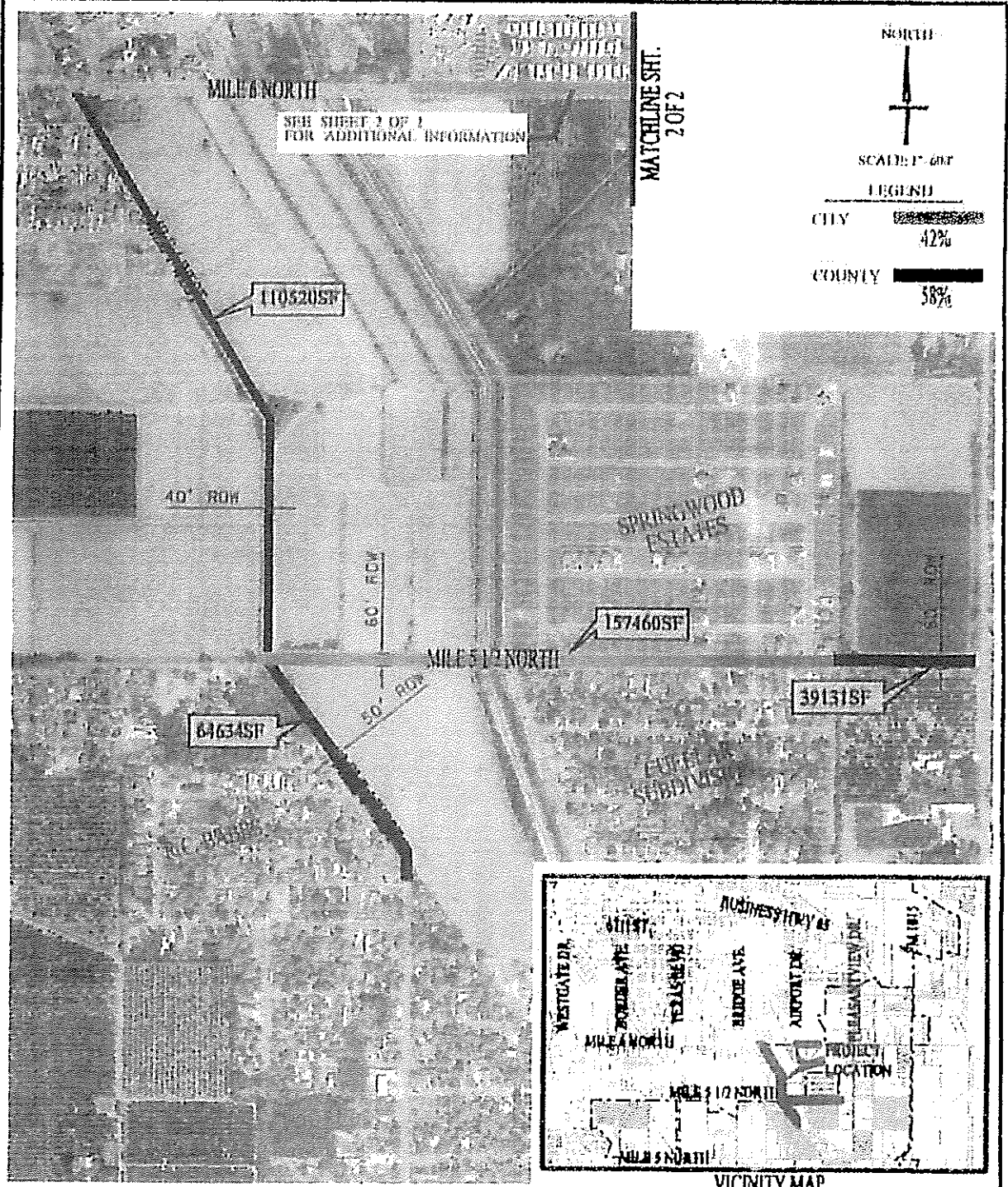
EXHIBIT A

HIDALGO COUNTY PRECINCT NO.1

Mile 6N (FM1015 - S. Airport) & S. Airport (18th. - M 5 1/2 N.) &
Mile 5 1/2 N (S. Airport - 3 1/2)

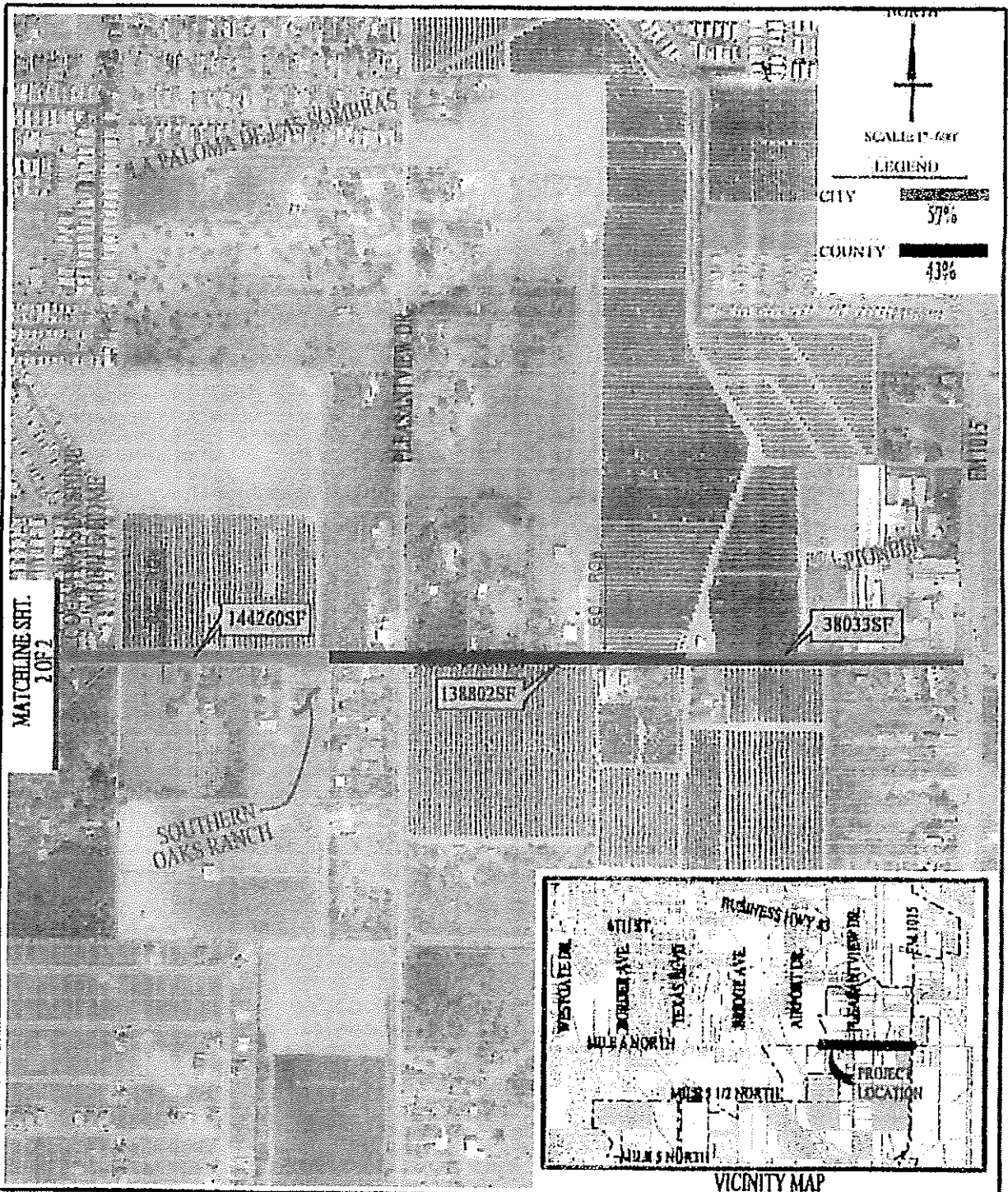
MATERIALS DATA							
Item No.	Estimated Quantity	Unit	Item Description	Width (LF)	Length (LF)	Unit Price	Total Extension
1	1,540	TONS	Hot mix - Mile 6 North (FM1015 - South Airport)	24	5,250	\$ 58.00	\$ 89,320.00
2	795	TONS	Hot mix - Mile 5 1/2 N (South Airport Dr. - 3 1/2)	20	3,250	\$ 58.00	\$ 46,110.00
3	966	TONS	Hot mix - South Airport Dr. (18th St. - Mile 5 1/2 North)	20	3,950	\$ 58.00	\$ 56,028.00

PROJECT TOTAL \$ 191,458.00




PROPOSED ROAD IMPROVEMENT ROW DESIGNATIONS
FOR CITY OF WESLACO AND HIDALGO COUNTY PCT. No.1





MATCHLINE SHEET
1 OF 2

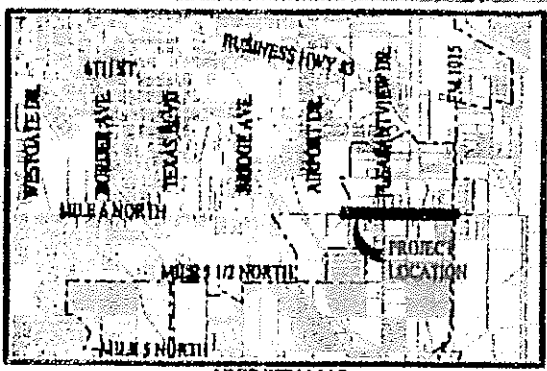
NORTH



SCALE: 1" = 600'

LEGEND

CITY	57%
COUNTY	43%



VICINITY MAP



PROPOSED ROAD IMPROVEMENT ROW DESIGNATIONS
FOR CITY OF WESLACO AND HIDALGO COUNTY PCT. No. 1

