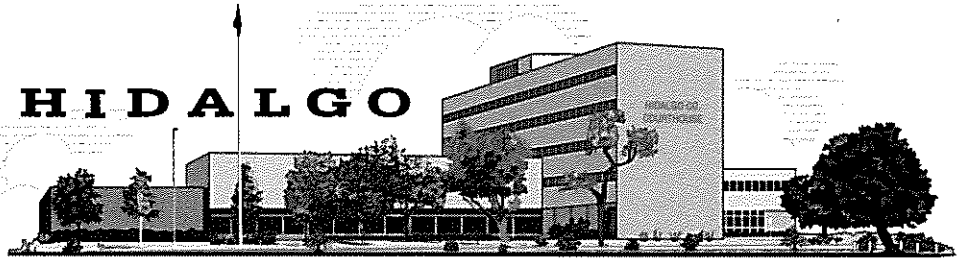


COUNTY of HIDALGO

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

October 21, 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.

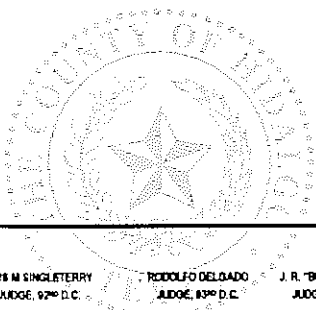
I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contracts between Hidalgo County and the City of Palmhurst, Texas for the road improvement project to seven road projects (Los Ebanos road, Trosper road, Mayberry road, Bryan road, Steward road, Glasscock road, and Taylor road) in the amount of \$377,141.50. 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

10-24-16

Date



HIDALGO COUNTY DISTRICT JUDGES

- LINA M SINGLETERRY
JUDGE, 92ND D.C.
- RODOLFO DELGADO
JUDGE, 83RD D.C.
- J. R. "BOBBY" FLORES
JUDGE, 131TH D.C.
- ROSE GUERRA REYNA
JUDGE, 206TH D.C.
- JUAN R. PARTIDA
JUDGE, 273TH D.C.
- MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.
- NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER
- LETICIA LOPEZ
JUDGE, 388TH D.C.
- AIDA SALINAS FLORES
JUDGE, 398TH D.C.
- ISRAEL RAMON, JR.
JUDGE, 430TH D.C.
- JESSE CONTRERAS
JUDGE, 448TH 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 Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer *sc*

Date: Friday, October 21, 2016

Subject: Certification of Revenues ICA City of Palmhurst for overlay of various roads

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant 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 the ICA with City of Palmhurst for the overlay paving of various roads.

Monies were receipted under account number 6-1200-126-30-123-005-0-000 in the amount of \$377,141.50 (Receipt#203471)

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. 5424.

AI-56983

Budget and Management 26. C. 1.

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 3 - ILA Palmhurst-7 Road Project (1200):

- a. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmhurst for the road improvement project to overlay portions of roads within the City's municipal limits.
- b. Approval of 2016 appropriation of funds into Pct 3-ILA Palmhurst 7 Road Project in the amount of \$377,141.50.

BACKGROUND

ICA approved 10/4/16.

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1200-431-00-123-120-0-610

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Receipt#203471; funds are currently recorded in acct #6-1200-126-30-123-005-0-000 "R & B Pct. 3/D/FR Other Govt-Palmhrst Var Roads"

Attachments

Appropriation

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Veronica Ortiz	10/20/2016 04:51 PM
Ivan Cantu	Ivan Cantu	10/20/2016 04:58 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 10/20/2016 04:20 PM

DATE: October 20, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2016
Appropriation



DEPARTMENT NAME: Department of Budget & Management for Pet 3 ICA Palmhurst

ACCOUNT NUMBER: 6-1200-431-00-123-XXX-0-610

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
6-1200-431-00-123-120-0-	610	PCT3 ILA Palmhurst-7 Road Project	General Supplies	377,141.50
6-1200-337-00-123-006-0-000		R&B Pct 3 ILA Palmhurst-7 Road Revenue		377,141.50
TOTAL BUDGET INCREASE (DECREASE)				377,141.50

REASON: To appropriate funding for revenues for ICA with City of Palmhurst for the overlay paving of various roads. Monies currently under an accounts receivable account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

 / /
DATE

ATTEST COUNTY CLERK



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

Receipt No: 203471

Received From: PCT 3 CITY OF PALMHURST 10/12/16

Date 10/18/16

1 30759 STREET OVERLAY PROJECT FY'15-16 6-1200-126-30-123-005-0-000 377,141.50

Total: 377,141.50

Check Total	377,141.50
Cash Total	.00
Credit Total	.00
Other Total	.00

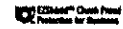
10759

CITY OF PALMHURST

4417 N. SHARY RD.
PALMHURST, TX 78573-8345
(956) 583-8697

BBVA COMPASS BANK

35-1054/1130



010759

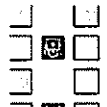
10/07/16

PAY TO THE ORDER OF ** Hidalgo County - Precinct #3 **

\$ **377,141.50

THREE HUNDRED SEVENTY SEVEN THOUSAND ONE HUNDRED FORTY ONE & 50/100 DOLLARS DOLLARS

** Hidalgo County - Precinct #3 **
730 N. Breyfogle, Suite B
Mission, TX 78574-7020



VOID AFTER 90 DAYS
James [Signature]
Robert C. Salinas
AUTHORIZED SIGNATURE

MEMO

⑈010759⑈ ⑆113010547⑆ 2515282621⑈

CITY OF PALMHURST

10759

1-0186 ** Hidalgo County - Precinct #3 **

010759 10/07/2016

DATE	I.D.	PO #	DESCRIPTION	G/L NUMBER	G/L DISTRIBUTION	AMOUNT
09/30/2016	09/30/16	16-1523	Street Overlay Project FY15-16		DISTRIBUTION	377,141.50

CHECK TOTAL 377,141.50

[Mail](#)
[Address Book](#)
[Calendar](#)
[Tasks](#)
[Briefcase](#)
[Preferences](#)
[Search](#)
[Compose](#)
RE: ICA

[Close](#)
[Reply](#)
[Reply to All](#)
[Forward](#)
[Delete](#)
[Spam](#)
[Actions](#)

RE: ICA - City of Palmhurst

From: Nereyda Gonzalez
To: Norma Ceballos
Cc: Rene Layton, becky luna

Good afternoon Norma,

Please use account 6-1200-126-30-123-005-0-000. Please let me know if you have any questions.

Thank you,

Nereyda J. Gonzalez
 Financial Accounting Supervisor
 Hidalgo County Auditor's Office
 Edinburg, Texas 78539-6243
 Phone: (956) 318-2511 Ext. 4662
 Fax: (956) 318-2577

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed. If you are a reader of this transmission and you are not the intended recipient, you are hereby notified that any disclosure, distribution, duplication or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If your receipt of this message in error, please notify the sender by replying immediately to this transmission and destroy the transmission.

-----Original Message-----

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Wednesday, October 12, 2016 2:20 PM
To: Nereyda Gonzalez
Subject: Fwd: ICA - City of Palmhurst

Hi Nereyda,

12:00 PM
OCT 04 2016
ARTURO GUJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY Neil DEPUTY

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 04th day of October, 2016, by and between the **CITY OF PALMHURST, 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, City 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, City and County desire to jointly undertake a road improvement project to overlay portions of the following roads within City's municipal limits: Stewart Road and Glasscock Road from City's north municipal limit to City's south municipal limit, Los Ebanos Road from Mile 3 to City's south municipal limit, Trospen Road from Mile 3 Road to City's north municipal limit, Mayberry Road from Mile 3 Road to City's south municipal limit, Bryan Road from Mile 3 Road to City's south municipal limit and Taylor Road from Mile 3 Road to City's south municipal limit (collectively the "Roads");

WHEREAS, the Roads form a connecting link and integral part of the County and City road systems and the improvements to the Roads are in the best interest of the County and the City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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 parties agree to cooperate in making the necessary improvements, to the Roads as described herein.

2. County agrees to provide all labor, and machinery necessary to overlay the Roads described herein.
3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.
4. Prior to commencement of the overlay of the Roads by the County, the City agrees to provide the sum of Three Hundred Seventy-Seven Thousand One Hundred Forty One and fifty one hundredths Dollars (\$377,141.50) within five (5) days of the approval of this Agreement for the cost of materials for the overlay of the Roads.
5. Any and all other costs deemed necessary for the improvements to the Roads shall be borne by the County.
6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.
7. City, pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.
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 Palmhurst: City of Palmhurst
 Attention: Mayor Ramiro J. Rodriguez, Jr.
 4417 N. Shary Road
 Palmhurst, Texas 78573

If to County: County of Hidalgo
 Attention: County Judge Ramon Garcia
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

With copy to: Commissioner Joe Flores, Precinct No.3
 724 N. Breyfogle
 Mission, Texas 78574

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.

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 upon ninety (90) 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.

THE CITY OF PALMHURST

Ramiro J. Rodriguez, Jr.
Ramiro J. Rodriguez, Jr., Mayor

ATTEST:

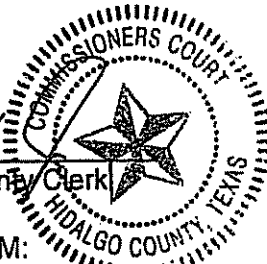
Alonso Perez
City Secretary

COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



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

APPROVED BY:
COMMISSIONERS' COURT
ON: 10/4/14 me

By: Stephen L. Crain
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

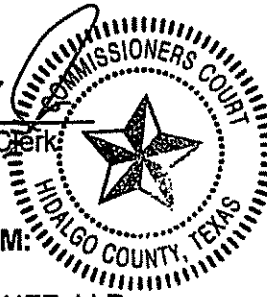
In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project to overlay portions of the following roads within City's municipal limits Stewart Road and Glasscock Road from City's north municipal limit to City's south municipal limit, Los Ebanos Road from Mile 3 Road to City's south municipal limit, Trospen Road from Mile 3 Road to City's north municipal limit, Mayberry Road from Mile 3 Road to City's south municipal limit, Bryan Road from Mile 3 Road to City's south municipal limit and Taylor Road from Mile 3 Road to City's south municipal limit (collectively the "Roads"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Palmhurst, Texas.

By vote on Oct. 04, 2016 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: 10/4/16

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

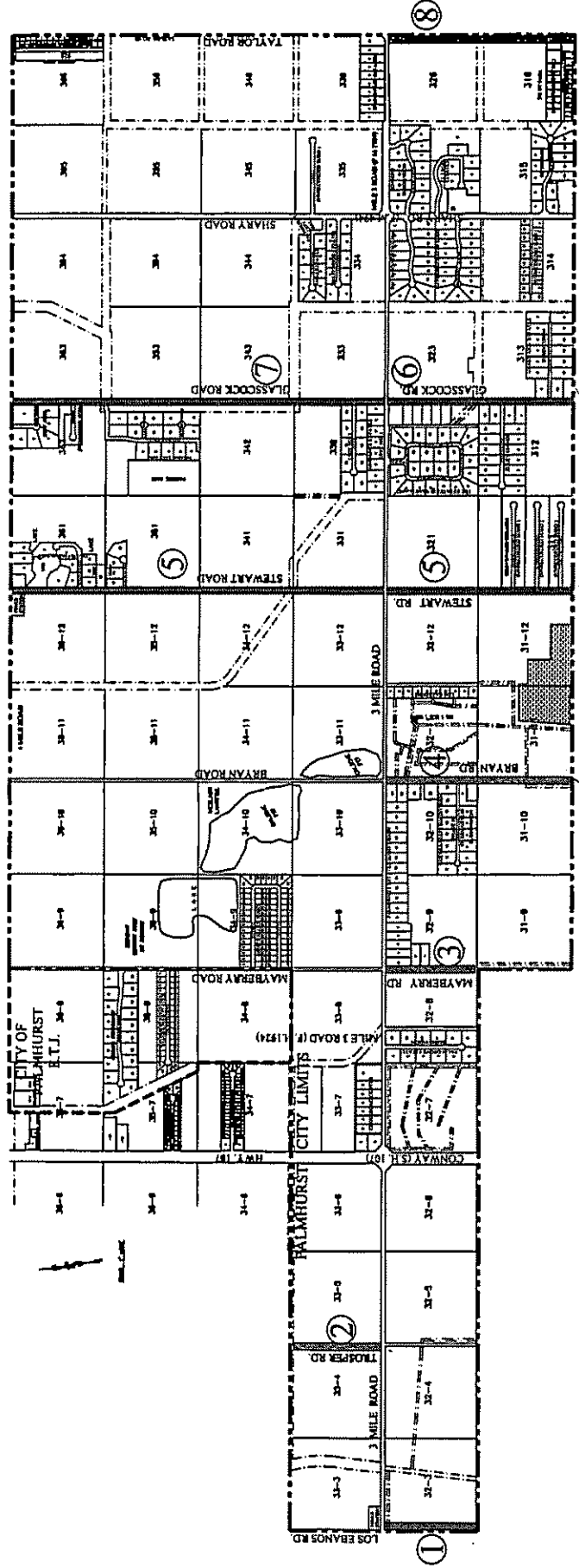
By: Stephen L. Crain
Stephen L. Crain

City of Palmhurst
2016 Overlay Paving Project
July 2016 Estimate Cost

Numbers	Roads	Linear Feet	Width (ft)	Square Feet	Square Yards	Est Cost
1	Los Ebanos (South)	1280	20	25600	2844	\$ 15,335.00
2	Trosper Road (North)	1320	23	30360	3373	\$ 18,135.00
3 (p1)	Mayberry Road (South)	1250	41	51250	5694	\$ 30,421.00
3 (p2)	Mayberry Road (South)	1332	23	30636	3404	\$ 18,297.00
4	Bryan Road (South)	2600	22	57200	6356	\$ 37,198.00
5 (p1)	Stewart Road (South)	2590	22	56980	6331	\$ 34,069.00
5 (p2)	Stewart Road (North)	1250	41	51250	5694	\$ 30,698.00
5 (p2)	Stewart Road (North)	3970	22	87340	9704	\$ 52,204.00
6	Glasscock Road (South)	2580	22	56760	6307	\$ 33,885.00
7	Glasscock Road (North)	5220	22	114840	12760	\$ 68,656.00
8	Taylor (South)	2630	24	63120	7013	\$ 37,681.00
		26022		625336	69480	\$ 376,579.00
	miles	4.928				

15 tons caliche
Total Est Cost

\$ 562.50
\$ 377,141.50



CITY OF PALMHURST
2016 OVERLAY PAVING PROJECT