

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

April 23, 2018

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David L. Fuentes, 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, Maria A. Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and City of Donna and the City of Weslaco for the reconstruction of Midway Road in the amount of \$387,646.90. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Maria Arcilia Duran, CPA
Hidalgo County Auditor

4-23-18

Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SIKOLETERRY
JUDGE, 12TH D.C.

RODOLFO DELGADO
JUDGE, 31ST D.C.

J. R. "BOBBY" FLORES
JUDGE, 13TH D.C.

ROSE GUERRA REYNA
JUDGE, 20TH D.C.

JUAN R. PARTIDA
JUDGE, 27TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 32ND D.C.

NOE GONZALEZ
JUDGE, 37TH D.C.
DYERSEER

LETICIA LOPEZ
JUDGE, 34TH D.C.

L. KENO VASQUEZ
JUDGE, 39TH D.C.

ISRAEL RAMON, JR.
JUDGE, 43RD D.C.

RENEE R. BETANCOURT
JUDGE, 44TH D.C.

AI-64608
CC - REGULAR

Budget and Management 18. B. 1.
Budget Appropriations

Meeting Date: 04/24/2018

Submitted By: Rolando Garcia, BUDGET
& MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 1 ICA Midway Rd (1200):

A. Approval of certification of revenues as certified by the County Auditor for revenues received from cities of Donna and Weslaco for the Midway Road project

B. Approval of 2018 appropriation of funds into Pct.1 Midway Road project in the total amount of \$387,646.90

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2018

ACCT. #: 8-1200-126-30-121-0XX-0-000

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Reference receipt's: 220150 & 219997

Attachments

Memo-Cert of Rev
Appropriation

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Veronica Ortiz	04/20/2018 04:46 PM
Merlen P. Munoz	Merlen P. Munoz	04/20/2018 05:00 PM
Final Approval	Monica Salinas	04/20/2018 05:23 PM
Form Started By: Rolando Garcia		Started On: 04/20/2018 09:33 AM
Final Approval Date: 04/20/2018		

DATE: April 20, 2018

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. Budget & Mgmt. for R/B (1200)

ACCOUNT NUMBER: 8-1200-431-00-121-255-0-841

Contact Person: Rolando G. Ph# x.5412

2018
Appropriation

AI-64608



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
8-1200-431-00-121-239-0-841	PCT1-ICA DONNA-WESLACO (MIDWAY) -GOV AID	387,646.90
8-1200-337-00-121-010-0-000	R&B PCT1-DONNA-WESLACO (MIDWAY RD)	387,646.90
TOTAL BUDGET INCREASE (DECREASE)		387,646.90

REASON: Appropriation of monies received from Cities of Donna and Weslaco in relation to ICA approved 10/03/17 AI-61860 for Midway Road project. Reference receipt's - 220150 & 219997

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Wakira Palacios

From: Erica M. Espinosa [erica.espinosa@co.hidalgo.tx.us]
Sent: Friday, April 20, 2018 10:45 AM
To: arcy.duran@auditor.co.hidaglo.tx.us
Cc: Linda Fong; Nereyda Gonzalez; Wakira Palacios; Rolando Garcia; David Suarez; Jorge L. Pena; Yolanda Estrada
Subject: Fwd: Certificat of Revenues-Midway Project
Attachments: Signed Request..png

Good morning Ms. Arcy,

Attached please find corrected request for Certification of Revenues for Precinct 1 Midway Project.

Thank you,

Erica M. Espinosa
Administrative Assistant, III
Office of Commissioner DAVID L FUENTES
HIDALGO COUNTY PCT.1
1902 Joe Stephens ste.101
Weslaco,Tx. 78599
(956) 968.8733
www.co.hidalgo.tx.us/pct1

From: Erica M. Espinosa [mailto:erica.espinosa@co.hidalgo.tx.us]
Sent: Thursday, April 19, 2018 12:04 PM
To: arcy.duran@auditor.co.hidaglo.tx.us
Cc: Linda Fong; Nereyda Gonzalez; Wakira Palacios; Rolando Garcia; David Suarez; Jorge L. Pena; Yolanda Estrada
Subject: Certificat of Revenues-Midway Project

Good afternoon Ms. Arcy,

Attached please find request for Certification of Revenues for Precinct 1 Midway (18th St.-Mile 5) project. If you shall have any questions please contact our office.

Respectfully,



Erica M. Espinosa

Administrative Assistant, III

Office of Commissioner DAVID L FUENTES

HIDALGO COUNTY PCT.1

1902 Joe Stephens ste.101
Weslaco,Tx. 78599

(956) 968.8733

www.co.hidalgo.tx.us/pct1



Erica M. Espinosa

Administrative Assistant, III

Office of Commissioner DAVID L FUENTES

HIDALGO COUNTY PCT.1

1902 Joe Stephens ste.101
Weslaco,Tx. 78599

(956) 968.8733

www.co.hidalgo.tx.us/pct1



DAVID L. FUENTES
HIDALGO COUNTY COMMISSIONER PCT. 1
1902 JOE STEPHENS AVE. STE 101
WESLACO, TEXAS 78599
Office: (956) 968-8733 • Fax (956) 969-1417



April 20, 2018

Hidalgo County Auditors
Attention: Hon. Arcilia Duran
2808 S. Business Highway 281
Edinburg, TX 78539

RE: Certification of Revenues –Midway (Bus.83-18th St) Project

Mrs. Duran,


Please let this letter serve as a request for Certification of Revenues into the Midway (Bus. 83-18th St.).

Monies were receipted under the following account numbers:

8-1200-126-30-121-009-0-000 -Receipt # 219997-\$193,823.45
8-1200-126-30-121-010-0-000 -Receipt # 220150 -\$193,823.45

If you have any questions or concerns please contact me at extension 1024.

Respectfully,


David Suarez
Chief Administrator



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

Receipt No: 219997

Received From: CITY OF DONNA PCT. 1 02/16/18

Date 02/16/18

1 021749 MIDWAY PROJECT INTERLOCAL COOP. AGREEMNT 8-1200-126-30-122-039-0-000 193,823.45

Total: 193,823.45

Check Total	193,823.45
Cash Total	.00
Credit Total	.00
Other Total	.00

CITY OF DONNA
ACCOUNTS PAYABLE FUND
307 S. 12TH ST.
DONNA, TX 78537
PH (956) 464-3314

PlainsCapital Bank
Lubbock, Texas 79408-0271
88-2299/1113

021749

021749

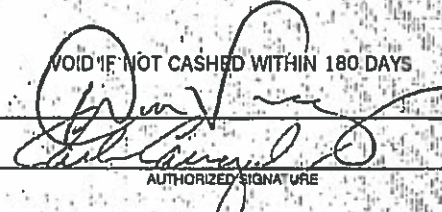
2/15/2018

193,823.45

ONE HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED TWENTY THREE & 45/100 DO

PAY TO THE ORDER OF: HIDALGO COUNTY
2818 S. BUS. HWY. 281
EDINBURG, TX 78539

VOID IF NOT CASHED WITHIN 180 DAYS


AUTHORIZED SIGNATURE

⑈021749⑈ ⑆111322994⑆ 2100019716⑈

CITY OF DONNA ACCOUNTS PAYABLE FUND

DATE: 02/15/2018 I.D.: MIDWAY-17

PO #

DESCRIPTION: INTERLOCAL COOPERATION AGREEME

021749
AMOUNT: 193,823.45

STUB TOTAL 193,823.45

CHECK TOTAL 193,823.45

VEND: 3182

CHECK DATE: 2/15/2018 CHECK NO: 021749



DAVID L. FUENTES
HIDALGO COUNTY COMMISSIONER PCT. 1
1902 JOE STEPHENS AVE. STE 101
WESLACO, TEXAS 78599
Office: (956) 968-8733 • Fax (956) 969-1417



MEMO

To: Norma G. Garcia
Hidalgo County Treasurer

From: Amy Saenz-Smith
Hidalgo County Pct. 1

Date: February 16, 2018

Re: Check# 021749 City of Donna

Attached please find check# 021749 from the City of Donna in the amount of \$193,823.45. This check is for the Midway project, Interlocal Cooperation Agreement.

Please deposit it to the following account:

Acct. # 8-1200-126-30-122-039-0-000

Should you have any questions, please feel free to contact our office @ (956) 968-8733 Ext. 1010.

Thank You,

A handwritten signature in cursive script that reads "Amy Saenz-Smith".

Amy Saenz-Smith
Director of Administrative Operations



Hidalgo County

Department of Budget & Management
 2818 S. Bus. Hwy. 281
 Edinburg, Texas 78539
 (956) 292-7025

City of Donna
 ATTN: Irene Munoz, Mayor
 307 S. 12th ST.
 Donna, Texas 78537-3337

Statement Date	Amount Due:
2/1/2018	\$ 193,823.45

STATEMENT

Date	Invoice No.	Description	Debits/Charges	Credits/Payments	Remaining Balance
10/25/17	MIDWAY-17	ICA-Midway Road reconstruction	193,823.45		193,823.45
		<i>*ORIGINAL INVOICE AND DOCUMENTATION DELIVERED 10/25/17</i>			-
					-
					-
					-
					-

Total Balance Due: \$ 193,823.45

 Cut Here

Remittance

Please make checks payable to: **Hidalgo County**

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

City of Donna

Amount Due: \$ 193,823.45

Amount Paid: _____

CREDIT ACCOUNT NUMBER: 1200-126-30-122-039-0-000

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

October 25, 2017

City of Donna

Attn: Irene Munoz, Mayor
307 S. 12th St.
Donna, Texas 78537-3337

Re: Inter-local Cooperation Agreement between Hidalgo County, City of Donna and City of Weslaco regarding reconstruction of Midway Road between 18th Street and Business 83

Pursuant to the above mentioned Inter-local Cooperation Agreement executed on October 03, 2017, I am respectfully requesting for the city's estimated cost share participation as per line #3 of the agreement in the total amount of **\$193,823.45**

Thank you for your time and consideration regarding this matter. If you have any questions please contact me at 956-292-7025 ext. 5424 or Rolando Garcia ext. 5412

Sincerely,



Sergio Cruz
Budget Officer

Attachments

Cc: *Honorable Precinct No.1 David Fuentes*



HIDALGO COUNTY

INVOICE

Invoice Date	10/25/2017
Invoice No.	MIDWAY-17

Bill To: CITY OF DONNA
 Attention: Irene Munoz, Mayor
 307 S. 12th St.
 Donna, Texas 78537-3337

Remittance

MAKE CHECKS PAYABLE TO: HIDALGO COUNTY

Please remit payment and a copy of invoice to:

2818 S. Bus. Hwy. 281
 Edinburg, Texas 78539
 (956) 292-7025

Description	Amount
<i>As per Interlocal Cooperation Agreement between Hidalgo County among the City of Donna and the City of Weslaco approved by Hidalgo County Commissioner's Court on October 03, 2017 for the reconstruction of approximately 9,000 linear feet of Midway Road from 18th street to Business 83 - (City of Donna Cost Share)</i>	193,823.45

Amount Due: **193,823.45**

Make Check(s) Payable to: **HIDALGO COUNTY**

CREDIT ACCOUNT NUMBER: 1200-126-30-122-039-0-000



REVIEWED BY: JENNIFER GARZA
OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 220150

Received From: CITY OF WESLACO PCT. 1 02/22/18

Date 02/23/18

1	001143	MIDWAY PROJ. INTERLOCAL COOP. AGREEMENT 8-1200-126-30-122-039-0-000	193,823.45
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Total: 193,823.45

Check Total	193,823.45
Cash Total	.00
Credit Total	.00
Other Total	.00



REVIEWED BY: JENNIFER GARZA
Hidalgo County Pct. 1
1902 Jo Stephens, Ave., Ste. 101
Weslaco, Texas 78599
Phone: 956-968-8733

COMMISSIONER DAVID L FUENTES

MEMORANDUM

To: Norma G. Garcia
Hidalgo County Treasurer

From: Amy Saenz-Smith
Hidalgo County Pct. 1

Date: February 22, 2018

Subject: Check# 001143 City of Weslaco

Attached please find check# 001143 from the City of Weslaco in the amount of \$193,823.45. This check is for the Midway project, Interlocal Cooperation Agreement.

Please deposit it to the following account:

Acct. # 8-1200-126-30-122-039-0-000

Should you have any questions, please feel free to contact our office @ (956) 968-8733 Ext. 1010.

Thank You,

A handwritten signature in black ink that reads 'Amy Saenz-Smith'.

Amy Saenz-Smith
Director of Administrative Operations

AI-61860
CC - REGULAR

Purchasing Department 21. B. 1.
Pct. 1

Meeting Date: 10/03/2017

Submitted For: David Fuentes, Submitted By: Erica Espinosa, COMM. PCT. #1
COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of an Interlocal agreement between County of Hidalgo, City of Donna and City of Weslaco for the provision of joint efforts for the reconstruction of Midway Rd. starting at 18th St. and ending at Bus. 83.

BACKGROUND

In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreements in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

Fiscal Impact

CALENDAR YEAR: 2017

ACCT. #: 7-1351-431-00-121-239-0-721

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 09/28/17.

Attachments

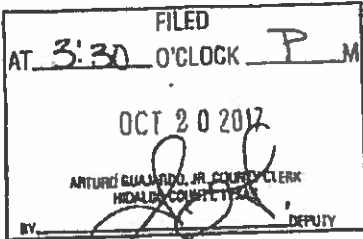
Legal approval

ICA-Midwav (M5N-Bus83)

estimate

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal		09/28/2017 04:25 PM
Budget & Management	Veronica Ortiz	09/28/2017 04:34 PM
Final Approval	Veronica Ortiz	09/29/2017 11:24 AM
Form Started By: Erica Espinosa		Started On: 09/28/2017 02:33 PM
Final Approval Date: 09/29/2017		



STATE OF TEXAS §
 COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 03rd day of October, 2017, by and among THE CITY OF DONNA, TEXAS, hereinafter referred to as "Donna", THE CITY OF WESLACO, TEXAS hereinafter referred to as "Weslaco" 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, Donna is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, Weslaco is a municipality located in Hidalgo County, Texas;

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

WHEREAS, County desires to reconstruct approximately 9,000 linear feet of Midway Road from 18th Street North to Business 83, such road more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, approximately 722 linear feet of the Road is within the municipal limits of both Donna and Weslaco as the west side of the Road is within Donna municipal limits and the east side of the Road is within Weslaco municipal limits;

WHEREAS, approximately 2714 linear feet of the Road is within the municipal limits of Weslaco and County as the east side of this portion of the Road is within the municipal limits of Weslaco and the west side of this portion of the Road is within the County;

WHEREAS, approximately 5564 feet of the Road lies within the County;

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of Donna, Weslaco and the County;

WHEREAS, Donna and Weslaco, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of public roadways within their respective municipal limits; and

WHEREAS, Donna, Weslaco 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

Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, Donna, Weslaco 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 Road as described herein.
2. County agrees to provide through its own forces or a third-party contractor(s) all labor, machinery and material necessary for reconstruction of the Road.
3. Donna and Weslaco each agrees to pay upon execution of this Agreement the sum of One Hundred Ninety-Three Thousand Eight Hundred Twenty-Three and 45 one hundredths Dollars (\$193,823.45) being the estimated cost of their share the Road Improvements. Any actual costs in excess of the estimated costs shall be paid by Donna and Weslaco within thirty (30) days against invoice by the County.
4. County will, to the extent reasonably possible, follow the County's standard specifications for road reconstruction unless otherwise agreed in writing by all parties.
5. Any and all costs of engineering services shall be borne exclusively by the County.
6. Donna, Weslaco and County will coordinate work schedules in order to provide for minimal disruption to the public during the reconstruction of the Road.
7. Donna and Weslaco pursuant to Tex. Trans. Code § 251.012, authorize County to perform the work described herein within their municipal limits.
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 among 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 McAllen, Donna 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 Donna: City of Donna
Irene Munoz, Mayor
307 S. 12th St.
Donna, Texas 78537-3337

If to Weslaco: City of Weslaco
Attention: Mayor David Suarez
255 S Kansas Ave, Weslaco, TX 78598
Weslaco, 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 David L. Fuentes, Precinct No.1
1902 Joe Stephens Avenue
Weslaco, Texas 78598

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 McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of McAllen 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.

ATTEST:

Laura Berdeana
Donna City Secretary

CITY OF DONNA

Irene Munoz
Irene Munoz, Mayor


ATTEST:

David Suarez *wcc 10/03/17*
Weslaco City Secretary

CITY OF WESLACO

David Suarez
David Suarez, Mayor

ATTEST:


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

COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: *Stephen L. Crain*
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: *10/3/17*

FILED
AT 3:30 O'CLOCK P M
OCT 20 2017
ARTURO GUJARDO, JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY [Signature] DEPUTY

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 Donna, Weslaco and County desire to reconstruct approximately 9000 linear feet of Midway Road from 18th Street North to Business 83 which is a state road farm to market road through an Interlocal Cooperation Agreement to be entered into among Hidalgo County, the City of Donna, Texas and the City of Weslaco, Texas.

By vote on Oct. 3, 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

[Signature]
Arturo Guajardo, County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 10/3/17

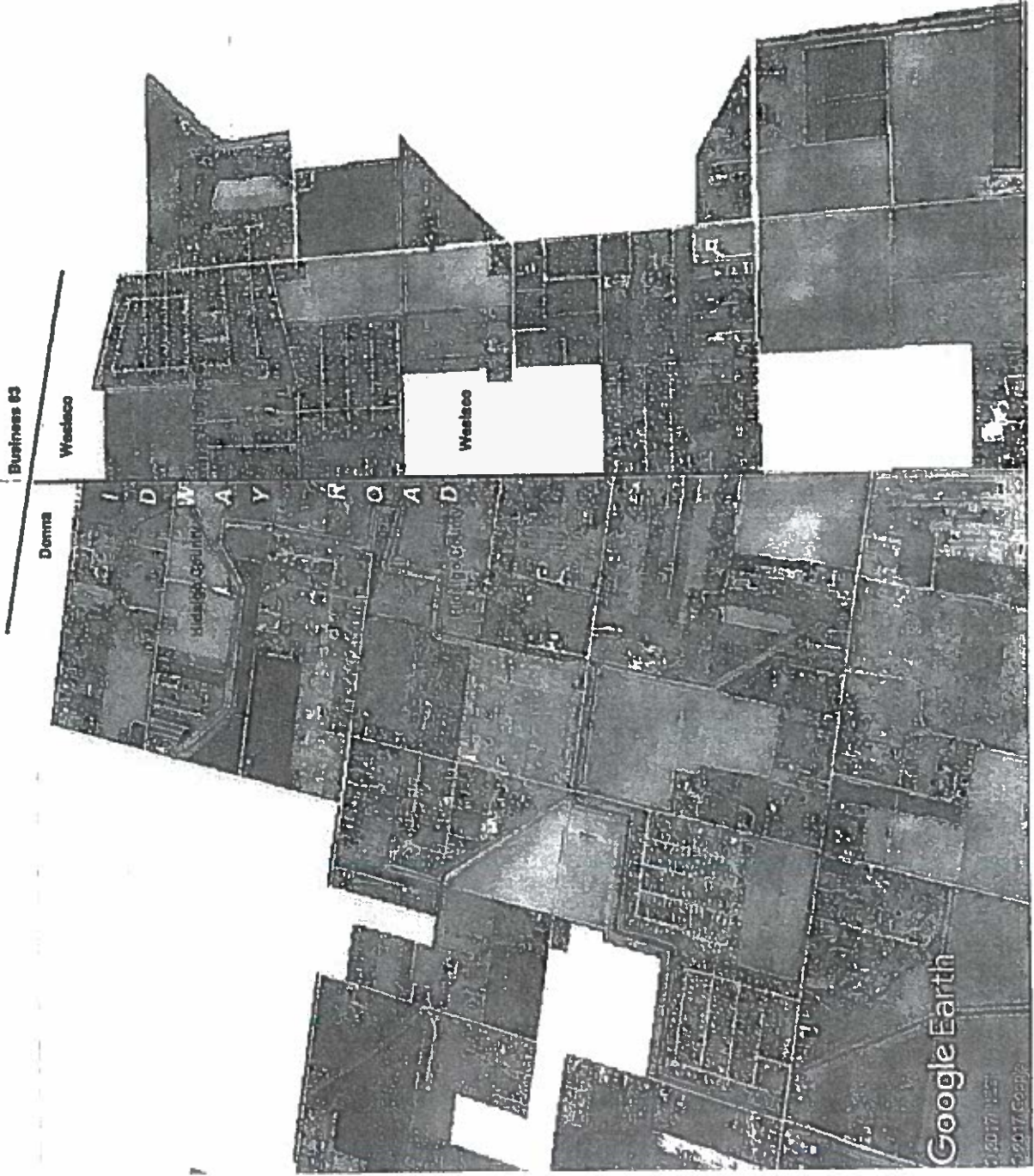
APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: [Signature]
Stephen L. Crain

Midway Road Reconstruction Project

Exhibit A



Subject: Journal Entry

AJE - 18027

DATE: 4/17/2018

PREPARED BY: Wakira Palacios

REVIEWED BY: ~~W~~ 04/18/18

BC 4/18/18

ACCOUNT DESCRIPTION	ACCOUNT NO.	DEBIT	CREDIT
UNAVAILABLE REV-PCT2-DONNA/WSLACO-MID'	7-1200-241-00-122-027-0-000 ✓	387,646.90 ✓	
R&B PCT 2-D/FR OTHR GOVT-DONNA-MIDWAY R	7-1200-126-30-122-039-0-000 ✓		193,823.45 ✓
R&B PCT 2-D/FR OTHR GOVT-WESLACO-MIDWA'	7-1200-126-30-122-040-0-000 ✓		193,823.45 ✓
R&B PCT 2-D/FR OTHR GOVT-DONNA-MIDWAY R ✓	7-1200-126-30-121-009-0-000 ✓	193,823.45 ✓	
R&B PCT 2-D/FR OTHR GOVT-WESLACO-MIDWA' ✓	7-1200-126-30-121-010-0-000 ✓	193,823.45 ✓	
UNAVAILABLE REV-PCT2-DONNA/WSLACO-MID'	7-1200-241-00-121-051-0-000 ✓		387,646.90 ✓
TOTAL		775,293.80	775,293.80

4 4

To correct JE174893 due from & unavailable revenue for the Midway Rd reconstruction (18th St to Bus 83) project ICA with the City of Donna and the City of Weslaco were ~~applied to department 122~~ ^{incorrectly recorded to Pct 2} and should have been ~~department 121~~ ^{Pct 1}. ICA was approved at Commissioners' Court on October 03, 2017. See agenda item AI-61860.

COR JE174893 DFR&UNAVREV DONA/WSLC-MDWDY

Subject: Journal Entry

JE - 174893

DATE: 10/24/2017
PREPARED BY: Wakira Pascios
REVIEWED BY: ~~JK~~ 10/24/17
Bl 10/30/17

ACCOUNT DESCRIPTION	ACCOUNT NO.	DEBIT	CREDIT
R&B PCT 2-D/FR OTHR GOVT-DONNA-MIDWAY R	7-1200-126-30-122-039-0-000 ✓	193,823.45 ✓	
R&B PCT 2-D/FR OTHR GOVT-WESLACO-MIDWA'	7-1200-126-30-122-040-0-000 ✓	193,823.45 ✓	
UNAVAILABLE REV-PCT2-DONNA/WSLACO-MID'	7-1200-241-00-122-027-0-000		387,646.90 ✓
TOTAL		387,646.90	387,646.90
		4	4

To record due from & unavailable revenue for the Midway Rd reconstruction (18th St to Bus 83) project ICA with the City of Donna and the City of Weslaco. ICA was approved at Commissioners' Court on October 03, 2017. See agenda item AJ-61860. ✓

REC DUEFR & UNAV REV DONNA/WSLCO -MIDWAY ✓

10/17

AI-61860
CC - REGULAR

Purchasing Department 21. B. 1.
Prct. 1

Meeting Date: 10/03/2017

Submitted For: David Fuentes, Submitted By: Erica Espinosa. COMM. PCT. #1
COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of an Interlocal agreement between County of Hidalgo, City of Donna and City of Weslaco for the provision of joint efforts for the reconstruction of Midway Rd. starting at 18th St. and ending at Bus. 83.

BACKGROUND

In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreements in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

Fiscal Impact

CALENDAR YEAR: 2017

ACCT. #: 7-1351-431-00-121-239-0-721

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 09/28/17.

Attachments

Legal approval

ICA-Midway (M5N-Bus83)

estimate

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal		09/28/2017 04:25 PM
Budget & Management	Veronica Ortiz	09/28/2017 04:34 PM
Final Approval	Veronica Ortiz	09/29/2017 11:24 AM
Form Started By: Erica Espinosa		Started On: 09/28/2017 02:53 PM
Final Approval Date: 10/03/2017		

FILED
AT 3:30 O'CLOCK P M
OCT 20 2017
ARTURO GUJARDO, JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 07th day of October, 2017, by and among THE CITY OF DONNA, TEXAS, hereinafter referred to as "Donna"; THE CITY OF WESLACO, TEXAS hereinafter referred to as "Weslaco" 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, Donna is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, Weslaco is a municipality located in Hidalgo County, Texas;

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

WHEREAS, County desires to reconstruct approximately 9,000 linear feet of Midway Road from 18th Street North to Business 83, such road more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, approximately 722 linear feet of the Road is within the municipal limits of both Donna and Weslaco as the west side of the Road is within Donna municipal limits and the east side of the Road is within Weslaco municipal limits;

WHEREAS, approximately 2714 linear feet of the Road is within the municipal limits of Weslaco and County as the east side of this portion of the Road is within the municipal limits of Weslaco and the west side of this portion of the Road is within the County;

WHEREAS, approximately 5564 feet of the Road lies within the County;

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of Donna, Weslaco and the County;

WHEREAS, Donna and Weslaco, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of public roadways within their respective municipal limits; and

WHEREAS, Donna, Weslaco 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

Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, Donna, Weslaco 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 Road as described herein.
2. County agrees to provide through its own forces or a third-party contractor(s) all labor, machinery and material necessary for reconstruction of the Road.
3. Donna and Weslaco each agrees to pay upon execution of this Agreement the sum of One Hundred Ninety-Three Thousand Eight Hundred Twenty-Three and 45 one hundredths Dollars (\$193,823.45) being the estimated cost of their share the Road improvements. Any actual costs in excess of the estimated costs shall be paid by Donna and Weslaco within thirty (30) days against invoice by the County
4. County will, to the extent reasonably possible, follow the County's standard specifications for road reconstruction unless otherwise agreed in writing by all parties.
5. Any and all costs of engineering services shall be borne exclusively by the County.
6. Donna, Weslaco and County will coordinate work schedules in order to provide for minimal disruption to the public during the reconstruction of the Road.
7. Donna and Weslaco pursuant to Tex. Trans. Code § 251.012, authorize County to perform the work described herein within their municipal limits.
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 among 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 McAllen, Donna 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 Donna: City of Donna
Irene Munoz, Mayor
307 S. 12th St.
Donna, Texas 78537-3337

If to Weslaco: City of Weslaco
Attention: Mayor David Suarez
255 S Kansas Ave, Weslaco, TX 78596
Weslaco, 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 David L. Fuentes, Precinct No.1
1902 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.

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 McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of McAllen 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.

ATTEST:

Laura Badelluana
Donna City Secretary

CITY OF DONNA

Irene Munoz
Irene Munoz, Mayor

ATTEST:

[Signature] *10/03/17*
Weslaco City Secretary

CITY OF WESLACO

[Signature]
David Suarez, Mayor

ATTEST:


Arturo Guajardo, Jr., County Clerk




COUNTY OF HIDALGO


Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: 
Stephen L. Crain

APPROVED BY
COMMISSIONERS' CO.
ON: 10/31/17 

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 3:30 O'CLOCK P M
OCT 20 2017
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY: [Signature] DEPUTY

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 Donna, Weslaco and County desire to reconstruct approximately 9000 linear feet of Midway Road from 18th Street North to Business 83 which is a state road farm to market road through an Interlocal Cooperation Agreement to be entered into among Hidalgo County, the City of Donna, Texas and the City of Weslaco, Texas.

By vote on Oct. 3, 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

[Signature]
Arturo Guajardo, County Clerk



APPROVED BY
COMMISSIONER
ON: 10/3/17 [Signature]

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP
By: [Signature]
Stephen L. Crain

Midway Road Reconstruction Project

Exhibit A



**Cost Estimate-Material & Labor
Hidalgo County Precinct No. 1
Midway Road Reconstruction Project
From 18th Street to Buisness 83
Estimator: Jorge L. Pena**



Item	Est. Qty	Unit	Item Description	Unit Price	Total Extension in Dollars
1	22,000	SY	2" HMAC (22' Section)	\$12.50	\$275,000.00
2	22,000	SY	PRIME COAT	\$1.50	\$33,000.00
3	26000	SY	6" Compacted Caliche Stabilized W 1% Lime (24' Section)	\$8.50	\$221,000.00
4	26000	SY	Rework and Stabilize (2% Lime) 6" Sub Grade	\$4.00	\$104,000.00
5	1600	LF	18"HPP PIPE	\$31.00	\$49,600.00
6	712.5	LF	18" RCP	\$40.30	\$28,856.25
7	18,000	LF	Regrade Roadside Ditch	\$2.00	\$36,000.00
8	1	LS	Pavement Markings	\$8,946.00	\$8,946.00
9	1	LS	Traffic Control	\$4,000.00	\$4,000.00
10	1		Material Testing (Geo Tech)	\$32,914.50	\$32,914.50
11	1		Project Engineering and Management	60,000	\$60,000.00
SUBTOTAL:				\$853,316.75	
20% contingency Matarfal				\$56,741.49	
TOTAL:				\$910,058.24	

Comments: Midway Road Reconstruction Project from 18th street to Buisness 83 for a total of 9,000 linear feet. Roadside ditch regarding with drainage relief protocol to be conducted.