

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

May 29, 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

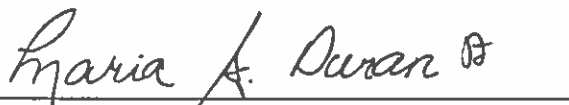
Dear Judge and Commissioners:

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 the City of Weslaco for the road improvement project to Milanos Road in the amount of \$114,251.34. 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

5-26-18

Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 131TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 449TH D.C.



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



May 23, 2018

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

RE: Certification of Revenues- Milano Rd. Project

Mrs. Duran

Please let this letter serve as a request for Certification of Revenues for the Milano Project and ICA between the City of Weslaco and Pct. 1.

Monies were receipted on 01/17/18 under account number 8-1200-126-30-121-004-0-000 in the amount of \$218,122.97 (Receipt No. 218911). At this time we are requesting for \$114,251.34 to be certified; this amount is the City of Weslaco's total material cost.

If you have any questions or concerns please contact me at extension 1010.

Respectfully,

A handwritten signature in black ink that reads "Amy S Smith".

Amy Saenz-Smith
Director of Administrative Operations

AI-65077

Precinct #1 14. A.

CC - REGULAR

Meeting Date: 05/29/2018

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

Department: COMM. PCT. #1

Information

CAPTION

Pct 1 is requesting approval of certification of revenues as certified by the County Auditor for revenues received from City of Weslaco for the Milano Road project.

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 No. 218911.

Attachments

Memo-Cert of Rev

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/25/2018 11:10 AM
Final Approval	Monica Salinas	05/25/2018 01:43 PM
Form Started By: Erica Espinosa		Started On: 05/25/2018 10:59 AM
Final Approval Date: 05/25/2018		



CERTIFICATE OF CONSTRUCTION COMPLETION

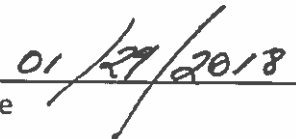
This is to certify that on November 20, 2017, a final inspection was made of the project herein described. The work performed under the agreement has been reviewed and found, to the Engineer's best knowledge, information, and belief to be complete.

PROJECT DESCRIPTION

Milanos Road from Business 83 to Mile 6 North Road, and Mile 7 North Road from Milanos Road to the canal crossing.

As-Built Plans will be provided to note the deviations from the original plans.


Project Engineer


Date

Account Inquiry by Account Mask - FAHQ05A 12/05/16 1:30 pm

Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
2-1350-431-00-121-229-0-721	CO2016-PCT1 MILANO RD(US83-MLE)	400 000 00	00	23,074 30	376,925 70
6-1350-431-00-121-229-0-841	CO2016-PCT1 MILANO RD(US83-MLE)	230 000 00	00	12,424 52	217,575 38
Totals		630,000.00	.00	35,498.82	594,501.08

Cancel

0.00
 12,424.52+
 23,074.30+
 35,498.82+
 594,501.08

Account Inquiry by Account Mask - FAHQ05A 12/05/10 1:30 pm

Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1350-431-00-121-229-0-721	C02016-PCT1 MILANO RD(US83-M6N)	311,968.21	00	183,421.38	128,546.83
7-1350-431-00-121-229-0-841	C02016-PCT1 MILANO RD(US83-M6N)	175,420.20	00	99,614.20	75,806.00
Totals		487,388.41	.00	283,035.58	204,352.83

Cancel

Account Inquiry by Account Mask - FAING05A 12/05/16 1:30 pm

Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
5-1350-431-00-121-229-0-721	CO2016-PCT1 MLANHO RD(US83-MGN)	128,546.83	59,796.66	4,108.98	64,641.19
8-1350-431-00-121-229-0-841	CO2016-PCT1 MLANHO RD(US83-MGN)	75,806.00	33,457.69	2,212.52	40,135.79
Totals		204,352.83	93,254.35	6,321.50	104,776.98
Cancel					



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

Receipt No: 218911

Received From: CITY OF WESLACO PCT. 1 01/11/18

Date 01/17/18

1	001140	R&B PCT. 1 MILANO RD PROJECT	8-1200-126-30-121-004-0-000	218,122.97
---	--------	------------------------------	-----------------------------	------------

Total: 218,122.97

Check Total	218,122.97
Cash Total	.00
Credit Total	.00
Other Total	.00



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

JAN 12 10:10:33 TREAS



MEMO

To: Norma G. Garcia
Hidalgo County Treasurer

From: Amy Saenz-Smith
Hidalgo County Pct. 1

Date: January 11, 2018

Re: Check# 001140 City of Weslaco

Attached please find check# 001140 from the City of Weslaco in the amount of \$218,122.97. This check is for the Milano Rd project, Interlocal Cooperation Agreement.

Please deposit it to the following account:

Acct. # 1200-126-30-121-004-0-000

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

HIDALGO COUNTY texas

*Department of
Budget & Management*
2818 S. Buz. Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7035
www.co.hidalgo.tx.us



November 27, 2017

City of Weslaco

Attn: David Suarez, Mayor
255 S Kansas Ave.
Weslaco, TX 78596

**Re: Interlocal Cooperation Agreement between Hidalgo County and City of Weslaco
regarding road improvements to Milano Road.**

Pursuant to the above mentioned Interlocal Cooperation Agreement executed on September 20, 2016, I am respectfully requesting for the city's estimated cost share participation as per line #4 of the agreement in the total amount of **\$218,122.97**

Attached please find a copy of Interlocal Cooperation Agreement and invoice.

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: Amy Saenz-Smith, Director of Administrative Operations
Nereyda Gonzalez, Financial Accounting Supervisor*



HIDALGO COUNTY

INVOICE

Invoice Date **11/27/2017**
Invoice No. **MILANO17**

Bill To: **CITY OF WESLACO**
Attention: David Suarez, Mayor
255 S Kansas
Weslaco, TX 78573

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 Inter-local Agreement between the City of Weslaco and the County of Hidalgo for road improvements for Milano Road commencing at Business 83 south to Mile 6 Road and 6th Street from Milanos Road to east approximately (1300) feet to elevated canal. As per line#4 of agreement City agrees to provide to County \$218,122.97 costs of materials for reconstruction within municipal limits of City. Approved September 20, 2016</i>	218,122.97

Amount Due: **218,122.97**

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

CREDIT ACCOUNT NUMBER: 1200-126-30-121-004-0-000

CITY OF WESLACO

001140

52718 ** HIDALGO COUNTY **

001140 01/10/2018

DATE	I.D.	PO #	DESCRIPTION	----- G/L DISTRIBUTION -----	AMOUNT
01/10/2018	MILANO17	18-01395	ROAD IMPROVEMENTS		218,122.97

CHECK TOTAL 218,122.97

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

CITY OF WESLACO

INTEREST & SINKING ACCT
255 S. KANSAS
WESLACO, TX 78586-6158

BBVA COMPASS
WESLACO, TEXAS

001140

01/10/2018 001140

****218,122.97**

VOID AFTER 90 DAYS

97/100 DOLLARS

PAY: TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED TWENTY TWO &

TO: ** HIDALGO COUNTY



David Suarez

Mike R. Pay

Security features included. Details on back.

⑈001140⑈

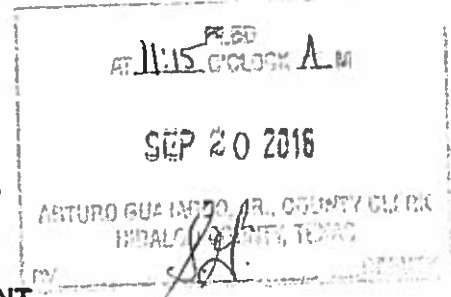
⑆113010547⑆

⑈2519185981⑈

STATE OF TEXAS

COUNTY OF HIDALGO

§ C-16-359-09-20
§
§



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

THIS Agreement is made on this the 20th day of September, 2016, 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, 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 reconstruct portions of the following roads partially within City's municipal limits: Milanos Road commencing at Business 83 south to Mile 6 Road and 6th Street from Milanos Road east approximately 1300 feet to the elevated canal (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 plans and specification for the reconstruction of the Roads, and all labor, and machinery necessary to reconstruct the Roads herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in road reconstruction unless otherwise agreed in writing by both parties.
4. Prior to commencement of the reconstruction of the Roads by the County, the City agrees to provide to County the sum of Two Hundred Eighteen Thousand One Hundred Twenty-Two and ninety-seven one hundredths Dollars (\$218,122.97) within ten (10) days of the approval of this Agreement by City for the cost of materials for the reconstruction of the Roads within the municipal limits of City. Any excess of such dollars provided by City to County under this numbered paragraph 4 not used by the County for material purchase for reconstruction of the Roads within the municipal limits of City shall be returned to City within a reasonable time following the completion of such reconstruction of the Roads within the municipal limits of City
5. City and County will each share equally the cost of any material or other testing required in the reconstruction of the Roads.
6. Any and all other costs deemed necessary for the reconstruction of the Roads shall be borne by the County.
7. 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.
8. City, pursuant to Tex. Trans. Code § 251.012, City authorizes County to perform all work necessary or required for the reconstruction of the Roads within the municipal limits of the City.
9. **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.
10. **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.
11. **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

18. **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.

19. **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.

20. **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.

21. **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 WESTLACO


David Suarez, Mayor

ATTEST:

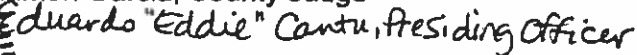

City Secretary

COUNTY OF HIDALGO


Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk


Eduardo "Eddie" Cantu, Presiding Officer

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:


Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 9/20/16 

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 11:15 O'CLOCK A.M.
SEP 20 2016
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 City of Weslaco and County desire to jointly undertake a road reconstruction project to reconstruct portions of Milanos Road beginning at Business Highway 83 south to Mile 6 Road and 6th Street from Milanos Road approximately 1300 feet east to the elevated canal within City's municipal limits (collectively the "Roads"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Weslaco, Texas.

By vote on Sept. 20, 2016 the Hidalgo County Commissioners Court has approved the Project identified above.

RAMA
By: Ramon Garcia, County Judge
Eduardo "Eddie" Cantu, Presiding Officer

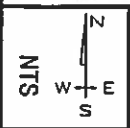
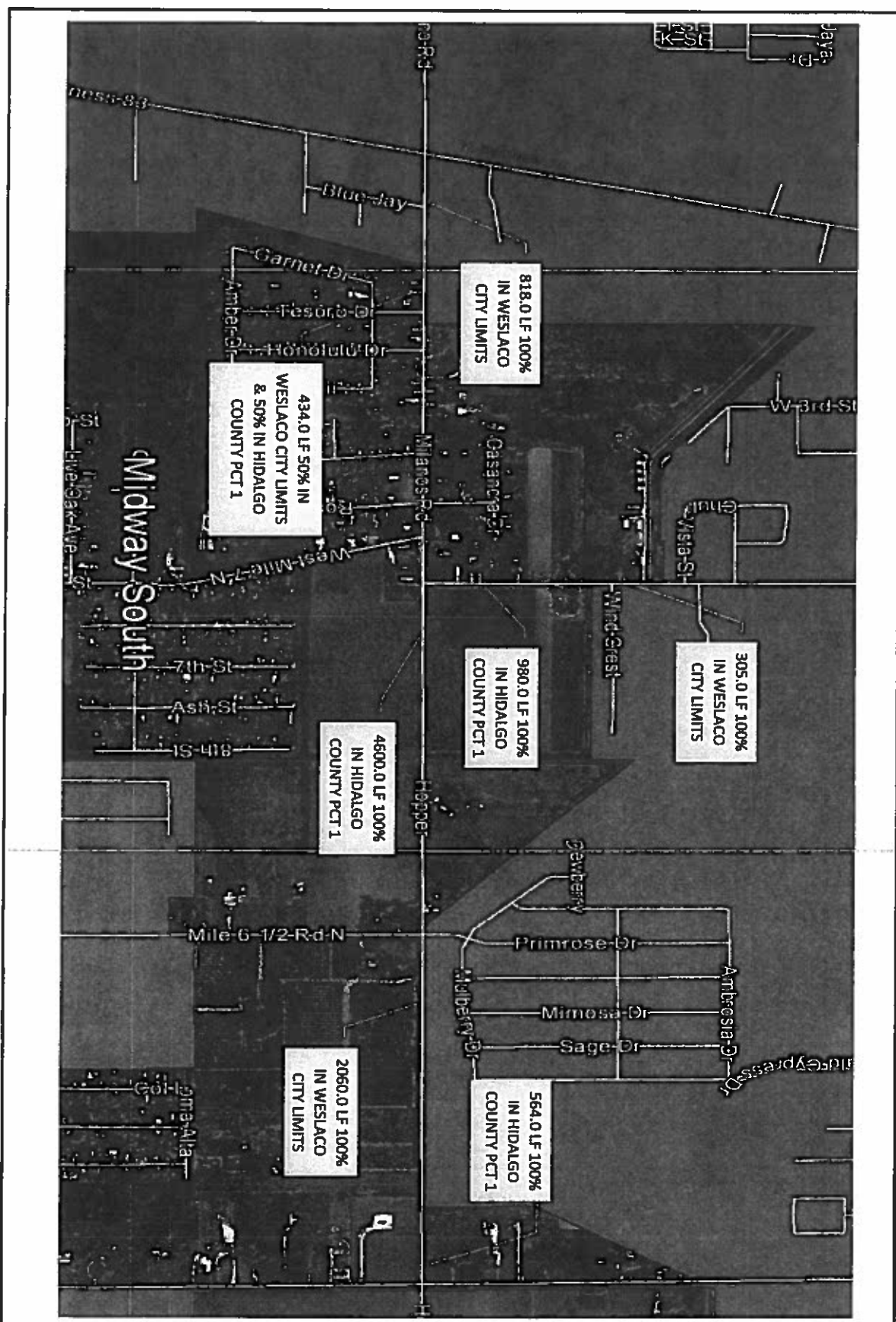
ATTEST:

[Signature]
Arturo Guajardo, County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 9/20/16 *[Signature]*

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



MILANOS RD. WESLACO CITY LIMITS EXHIBIT

HIDALGO COUNTY PRECINCT 1
 1900 JOE STEPHENS AVE. STE. 100
 WESLACO, TX 75390
 TEL: (956) 848-0100 OR FAX: (956) 848-1457
 www.co.hidalgo.tx.us

491 to Pedro Martinez Road)™ within Hidalgo County Precinct No. 1, in connection to agreement # C-16-328-08-30.

Mr. Cruz informed that there concerns by the auditor regarding the term of the contracts, given that the FEMA PW's expire at the end of this year. However, have submitted the extension letter and do anticipate a favorable respond.

Mr. Crain stated that it is for all 11 sites.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-56429

APPROVED

a. Acceptance and approval on an Interlocal Agreement between County of Hidalgo and City of Weslaco for the provisions of joint efforts for the Milano Road (commencing at Business 83 south to Mile 6 road and 6th Street from Milano Rd. approximately 1,300 feet to the elevated canal) Improvement Project; and

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Acceptance and approval of Interlocal Agreement Project: Improvements to Milano Road (beginning at Business Highway 83 south to Mile 6 Road and 6th Street from Milano Road approximately 1,300 feet east to the elevated canal).

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Court proceeded to Item. 15.C.1.

B. Community Service Agency

1. AI-56114 Presentation of sole responsible vendor submitting the lowest bid meeting all specifications and/or requirements for the purpose of award of Bid/Contract for the: "Lease of Office Space-City of Edinburg" for Hidalgo County Community Service Agency, under (RFB) Project #: 2016-142-07-20-SMA.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Court proceeded to Item. 4.

C. Colonia Access Program Pct. 1

1. AI-56394 BCAP/Pct. 1
Acceptance and Approval of Work Authorization No. 3 in connection to Contract C-CAP-08-028-10-28 with TEDSI INFRASTRUCTURE GROUP in the amount of \$29,610.02 for the provision of professional engineering services for Various Border Colonia Access Program Round III Projects for Pct. 1.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. Colonia Access Program Pct. 3

1. AI-56423 Acceptance and Approval of Work Authorization No. 2 in connection to contract C-CAP-12-128-05-22 with Javier Hinojosa Engineering in the amount of \$53,234.55 for the provision of professional engineering services for various Border Colonia Access Program Round III Projects for Pct. 3.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.