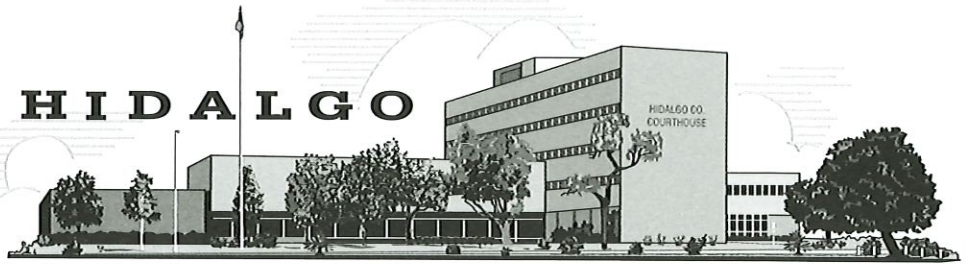


COUNTY of HIDALGO



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

March 25, 2019

The Honorable Richard Cortez, Hidalgo County Judge
The Honorable David 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 Ellie Torres, 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 reconstruction of Mile 10 in the amount of \$685,370.76. 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

3-26-19

Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. FERNANDO MANCIAS JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 135TH D.C. ROSE GUERRA REYNA JUDGE, 205TH D.C. MARLA CUELLAR JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 385TH D.C. L. KENO VASQUEZ JUDGE, 388TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENEE R. BETANCOURT JUDGE, 448TH D.C. JAME TIJERNA JUDGE, 464TH 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



March 18, 2019

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

RE: Certification of Revenues-Mile 10 (M6W-FM1015)

Ms. Duran,

Please let this letter serve as a request for Certification of Revenues into the Mile 10 (M6W-FM1015) Road project.

Monies were receipted under account number 9-1200-126-30-121-013-0-000 in the amount of \$685,370.76 (Receipt No. 232874 03/13/19)

If you have any questions or concerns please contact me at extension 1033.

Respectfully,

A handwritten signature in cursive script, appearing to read "Amy Saenz-Smith".

Amy Saenz-Smith
Director of Administration Operations

AI-69455

Precinct #1 40. B.

CC - REGULAR

Meeting Date: 03/26/2019

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

Department: COMM. PCT. #1

Information

CAPTION

Pct 1 (1200):

1. Approval of certification of revenues as certified by the County Auditor for revenues received from City of Weslaco for the Mile 10 (M6W-FM1015) road project.
2. Approval of 2019 appropriation of funds in the amount of \$685,370.76.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2019

ACCT. #: 9-1200-126-30-121-013-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Reference to Receipt No. 232874 03/13/19.

Attachments

Cert. of Revenues-Mile 10

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Veronica Ortiz	03/18/2019 04:57 PM
Final Approval		
Form Started By: Erica Espinosa		Started On: 03/18/2019 03:51 PM

DATE: March 22, 2019

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2019
Appropriation
AI-69455



DEPARTMENT NAME: Department of Budget & Management for R&B PCT 1 WESLACO MILE 10N

ACCOUNT NUMBER: 9-1200-431-00-121-255-0-XXX

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
9-1200-431-00-121-255-0- 721	PCT1-ICA WESLACO MILE 10N (M6W-FM1015	397,515.04
9-1200-431-00-121-255-0- 841	PCT1-ICA WESLACO MILE 10N (M6W-FM1015	287,855.72
<i>9-1200-337-00-121-014-0- 000</i>	R&B PCT1-WSLC ICA-MILE 10N (M6W-FM1015).	685,370.76
TOTAL BUDGET INCREASE (DECREASE)		685,370.76

REASON: To appropriate funding for Mile 10 Road project (Ref#232874 03/13/19) receipted under A/R Account #9-1200-126-30-121-013-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
LITA L. LEO

Receipt No: 232874

Received From: PCT 1 CITY OF WESLACO 03/08/19

Date 03/13/19

1	051329	CITY OF WESLACO PH1 INTERLOCAL AGREEMENT	685,370.76
		9-1200-126-30-121-013-0-000	

Total: 685,370.76

Check Total	685,370.76
Cash Total	.00
Credit Total	.00
Other Total	.00

CITY OF WESLACO

52718 HIDALGO COUNTY

02/28/2019

051329

DATE	INVOICE #	P.O. #	DESCRIPTION
2/25/2019	M10-02	19-02041	INTERLOCAL AGREEMENT / PHASE 1

AMOUNT
51329
685,370.76

MAR11 19PM 1:42 REAS

CHECK TOTAL 685,370.76

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

CITY OF WESLACO

A/P CLEARING ACCT
265 S. KANSAS
WESLACO, TX 78596-6158

BBVA COMPASS
WESLACO, TEXAS

051329
51329

CHECK DATE
02/28/2019

PAY THIS AMOUNT
\$685,370.76

PAY: ---Six Hundred Eighty Five Thousand Three Hundred Seventy Dollars and 76/100 Cents--- VOID AFTER 90 DAYS

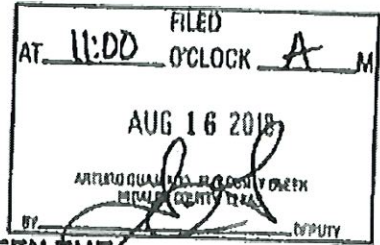
TO THE HIDALGO COUNTY
ORDER
OF:

David Suarez MP

Michele R. Perry MP

⑈051329⑈ ⑆113010547⑆

⑈2519186007⑈



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF WESLACO, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
MILE 10 NORTH FROM MILE 6 TO FM 1015 (Phase I)**

THIS agreement is made on this the 14th day of August, 2018 by and between the City of Weslaco, Texas, hereinafter referred to as the "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, the CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a county in the State of Texas; and

WHEREAS, the CITY and COUNTY desire to cooperate in making needed road improvements to Mile 10 North from Mile 6 to FM 1015 as outlined in Exhibit A (the "Project"); and

WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, the CITY and COUNTY desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

WHEREAS, the CITY and COUNTY have secured funds towards the Construction and Right of Way costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) as indicated on Exhibit B;

WHEREAS, the total Phase I project development cost is estimated to be \$1,370,741.62 of which the COUNTY will contribute an estimated amount of \$685,370.76;

WHEREAS, the CITY desires to cooperate by contributing a total sum not to exceed the amount of \$685,370.76 to the COUNTY toward the project development activities; and

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government 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

WHEREAS, COUNTY will be the fiduciary agent for this project and assume the role of project development lead;

NOW, THEREFORE, COUNTY and CITY, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Preliminary Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.
2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City shall pay County as its contribution for Phase I of the Project the sum of \$685,370.76.00 at time of execution of this Agreement.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. 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.
8. 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 agreement or representative) and 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 the CITY and County, and not otherwise.

9. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
10. **Notice:** Except as maybe 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 City: City of Weslaco
 Attention: Honorable David Suarez
 255 S. Kansas Ave.
 Weslaco, Texas 78596
- If to County: Hidalgo County, Texas
 Attention: Honorable Ramon Garcia, County Judge
 302 W. University Drive
 Edinburg, Texas 78539
- With copy to: Honorable David Fuentes, Commissioner Pct. #1
 1902 Joe Stephens Ave.
 Weslaco, Texas 78596
- With copy to: Hidalgo County
 Attention: Steve Crain, County Attorney
 818 Pecan Boulevard
 McAllen, Texas 78501
11. 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 the 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 the 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 the City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into the 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 or 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

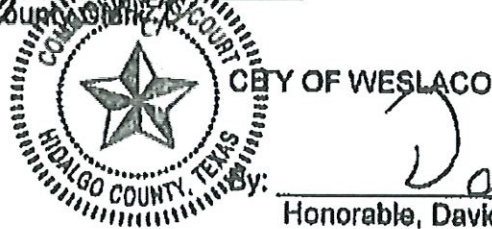
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:
Arturo Guejardo, Jr.
Arturo Guejardo, Jr., County Clerk

APPROVED BY
COMMISSIONER'S COURT
ON: 8/15/15



By: David Suarez
Honorable, David Suarez, Mayor

ATTEST:
[Signature] WCL 08/07/15
City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: [Signature]
Stephen L. Crain

FILED
 AT 11:00 O'CLOCK A M
 AUG 16 2018
 ARTURO GUJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY TEXAS
 BY _____ 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 regarding certain road improvements to Mile 10 North from Mile 6 to FM 1015, a section which is in part within the city limits of Weslaco and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on August 14 2018, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
 By: Ramon Garcia, County Judge

ATTEST:

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



APPROVED BY
 COMMISSIONERS COURT
 ON: 8/14/18

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP,

By: Stephen E. Crain
 Stephen E. Crain

EXHIBIT "B"
MILE 10 NORTH PROJECT (MILE 6 TO FM 1015)
ESTIMATED PROJECT COSTS

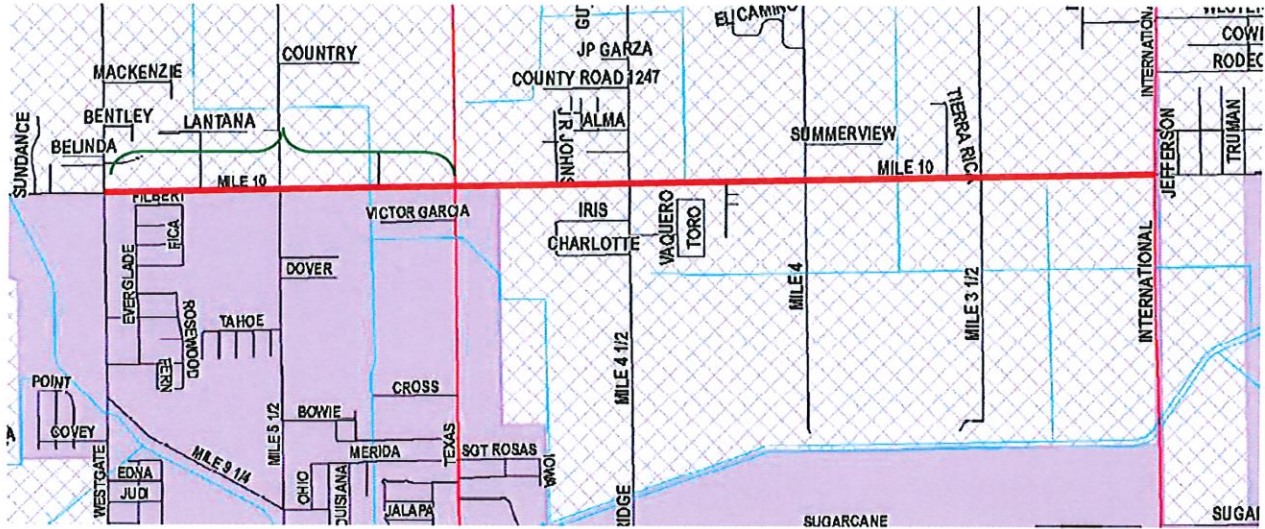
ROADWAY PROJECT	MILE 10
UNITS	from Mile 6 to FM 1015
EXISTING ROADWAY	40-ft Rural
EXISTING ROW WIDTH	65' to 100' Varies
PROPOSED ROADWAY	4-lane divided Urban
PROPOSED ROW WIDTH	USUAL 80 FT AND MAXIMUM 100-FT
ESTIMATED CONSTRUCTION COST ... (ROADWAY ONLY)	\$13,500,000.00
ESTIMATED CONSTRUCTION COST ... (CLEAN EXISTING OUTFALLS) (2000+1320+2640+2640)	\$1,304,250.00
LENGTH FOR 4-LANE ROADWAY (MILES)	3.0 Miles
LENGTH FOR OUTFALLS TO BE PURCHASED CLEANED AND IMPROVED	1.6 Miles

ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST		HCMPO FUNDS AVAILABLE MAY 2018	FUNDING YEAR
			COUNTY 50%	CITY 50%		
PHASE I - INTERLOCAL COOPERATION AGREEMENT						
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN						
Determination of Local Costs vs State Cost/Fees, Study and Agreements/AFA with TxDOT/LPA coord. Etc	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00		
Environmental Document with TxDOT	100%	\$ 135,000.00	\$ 67,500.00	\$ 67,500.00		
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 67,200.00	\$ 33,600.00	\$ 33,600.00		
Archaeological and Historical Research	100%	\$ 65,000.00	\$ 32,500.00	\$ 32,500.00		
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00		
Schematic for Roadway & OUTFALLS	100%	\$ 236,640.00	\$ 118,320.00	\$ 118,320.00		
Traffic Data Request as per TxDOT Directive	100%	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00		
Traffic Signal Warrants (6 Locations)	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00		
Hydrological Map for 4 Outfall Drain Ditches outfalls & capacities	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00		
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) ROADWAY	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00		
Office Surveys for Sch. (Prel. Ownership Identification and Property Rights) 1.5 MILES OF OUTFALLS	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00		
Preliminary Compensable Utilities Identification on Schematic (ROADWAY AND OUTFALLS)	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00		
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA, City of Weslaco and County recommendations	100%	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00		
Engineering Technical Support to address Public Hearing with Layavla etc	100%	\$ 22,600.00	\$ 11,300.00	\$ 11,300.00		
Field Surveys for Design and Construction OF ROADWAY	100%	\$ 144,000.00	\$ 72,000.00	\$ 72,000.00		
Field Surveys for Design and Construction OF OUTFALLS	100%	\$ 78,181.82	\$ 39,090.91	\$ 39,090.91		
Either address the Public or hold 1 Public Hearing	100%	\$ 27,000.00	\$ 13,500.00	\$ 13,500.00		
Sub-Surface Utility Engineering (SUE) 25 pot holes/mile	100%	\$ 115,719.70	\$ 57,859.85	\$ 57,859.85		
SUB-TOTAL			\$ 685,370.76	\$ 685,370.76		
PHASE II - FOR INFORMATION PURPOSES ONLY						
PHASE II - ROW Map, Surveys, PS&E						
Complete ROW Map (Estimated 81 Parcels)	100%	\$ 324,000.00	\$ 324,000.00			
PS&E Development Roadway (6 % Engineering Fee)	100%	\$ 1,184,340.00	\$ 1,184,340.00			
Geotechnical and Pavement Design for approval by TxDOT	100%	\$ 42,000.00	\$ 42,000.00			
Permanent Signal Designs (Mile 4 1/2, Mile 4, Mile 5-1/2, FM 88, FM 1015)	100%	\$ 144,000.00	\$ 144,000.00			
Temporary Signal Designs during Construction	100%	\$ 72,000.00	\$ 72,000.00			
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	\$ 132,000.00	\$ 132,000.00			
Permitted Utilities Coordination to adjust	100%	\$ 151,200.00	\$ 151,200.00			
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	\$ 177,651.00	\$ 177,651.00			
SUB-TOTAL		\$ 2,227,191.00	\$ 2,227,191.00	\$ -		
PHASE III - FOR INFORMATION PURPOSES ONLY						
PHASE III - ROW Acquisition and Construction Oversight						
Right-of-Way Costs - Acc.Services (2 est. 81 Parcels)	100%	\$ 1,190,800.00	\$ 1,190,800.00			
Estimated County Attorney Costs for Conciliation (\$15,000/Parcel based on 20% total of parcels)	100%	\$ 243,000.00	\$ 243,000.00			
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 113,400.00	\$ 113,400.00			
Eng Consultant Construction Management (24 Months)	100%	\$ 151,200.00	\$ 151,200.00			
Estimated Roadway Right-of-Way Costs (ESTIMATED 647,894 sq ft @ \$3.5' sq ft)	20%	\$ 2,267,629.00	\$ 453,525.80		\$ 2,200,000.00	FY 2021
COMPENSABLE UTILITY COSTS (gasoline tanks & Irrigation Line - 1 Mile)	20%	\$ 800,000.00	\$ 160,000.00			
Right-of-Way State Division Review and Oversight (1.5% of combined Const and ROW Cost s)	100%	\$ 268,078.19	\$ 268,078.19			
ROADWAY & OUTFALL CONSTRUCTION COST	3.4%	\$ 14,804,250.00	\$ 503,344.50		\$ 9,400,000.00	FY 2024
TxDOT/LPA Construction Inspection (11%)	3.4%	\$ 1,628,467.50	\$ 55,367.90			
SUB-TOTAL		\$ 21,474,824.69	\$ 3,146,716.38	\$ -		
ESTIMATED GRAND TOTAL		\$ 25,072,757.20	\$ 6,744,645.92	\$ -	\$ 11,600,000.00	

Work Authorization No. 1 (Phase I)	FY 18	\$ 1,370,741.52	NOT ISSUED
Work Authorization No. 2 (Phase II)	FY 19	\$ 2,049,540.00	NOT ISSUED
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 19	\$ 177,651.00	
Work Authorization No. 3 (Phase III)	FY 20	\$ 1,463,400.00	NOT ISSUED
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 20	\$ 1,683,316.38	

TOTAL ESTIMATED LPA COST: \$ 6,744,648.80 26.5%
 COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II: \$ 25,072,757.20
 ESTIMATED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S): \$ 1,860,967.38

MILE 10 PHASE I - LPA PARTICIPATION COSTS	
ESTIMATED CITY OF WESLACO PARTICIPATION COST FOR PHASE I OF THIS PROJECT:	\$ 685,370.76
ESTIMATED COUNTY PARTICIPATION COST FOR PHASE I OF THIS PROEJECT:	\$ 685,370.76



(Mile 6 = Westgate) / (FM1015 = International)

Section I: Mile 6 to FM 88

M6W – FM88 = 5,284 LF (2,642 is City/2,642 is County)

FM88 – FM1015 = 10,566 LF (9,904 County and 662 City)

Total Linear Fee for the project is 10,566+5,284=15,850

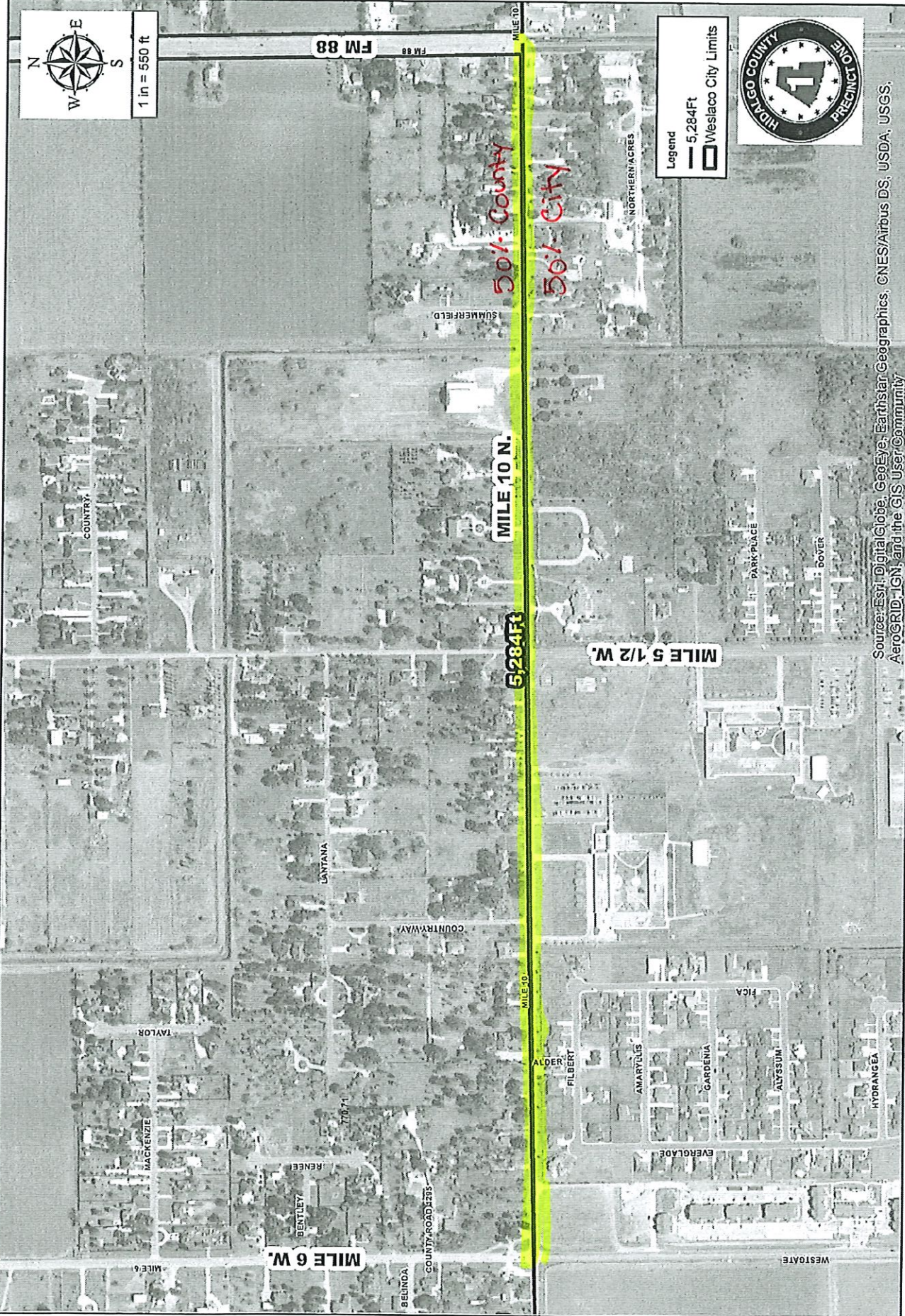
12,546 County (79%) (9,904 + 2,642)

3,304 City (21%) (2,642 + 662)

15,850 Total LF (100%)

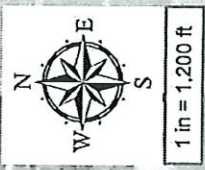
		0.0*
County	←	12,546.0 ÷
Total LF	←	15,850.0 =
		0.79*
City	←	3,304.0 ÷
Total LF	←	15,850.0 =
		0.21*

HIDALGO COUNTY PRECINCT NO. 1

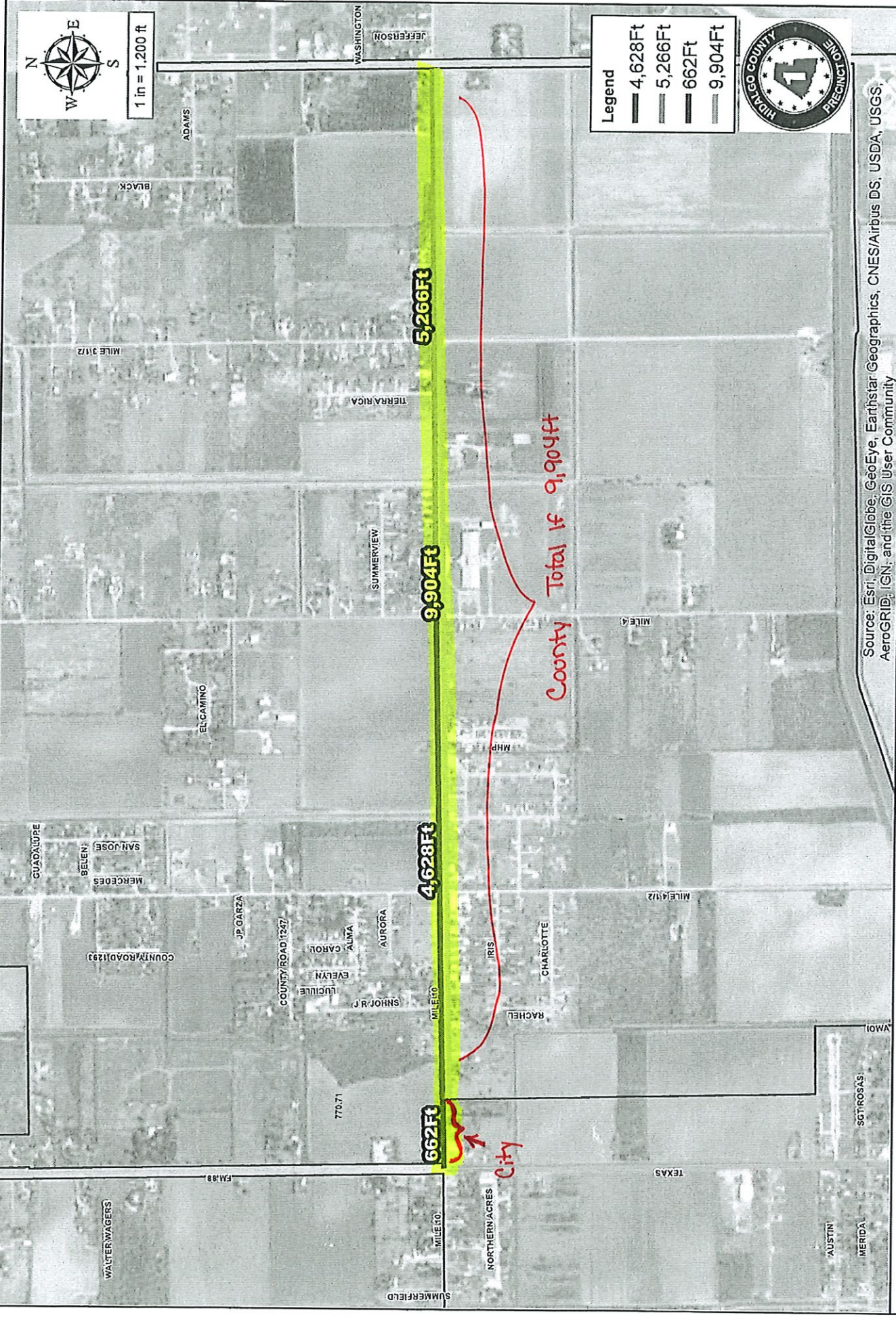


MILE 10 PROJECT

HIDALGO COUNTY PRECINCT NO. 1

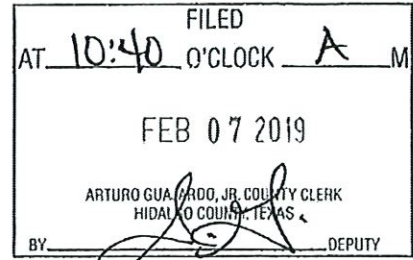


Legend	
	4,628Ft
	5,266Ft
	662Ft
	9,904Ft



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

MILE 10 PROJECT



STATE OF TEXAS §
COUNTY OF HIDALGO §

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

This Amendment to Interlocal Cooperation Agreement (the "Amendment") is made between the County of Hidalgo ("County") and the City of Weslaco, Texas ("City") effective the 29th day of January, 2019, pursuant to the provisions of the Texas Interlocal Agreement Cooperation Act, as follows:

WHEREAS, by interlocal agreement dated August 14, 2018, County and City agreed to that certain improvements to Mile 10, North from Mile 6 to FM 1015; and

WHEREAS, following the execution of the Agreement County and City desire to clarify the monetary contribution by City;

NOW THEREFORE, for and in consideration of the clarification of the Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and City hereby agree to the following amendments to the Agreement:

1. The ninth "Whereas Clause" of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

Whereas, the City desires to cooperate by contributing a lump sum amount of Six Hundred Eighty-Five Thousand Three Hundred Seventy and Seventy-six hundredths Dollars (\$685,370.76) to County towards the project development activities.

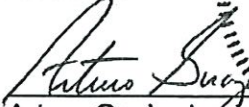
2. The following shall be inserted as the last sentence of numbered paragraph 1 of the Agreement:

The County agrees to use its best efforts to complete Phase 1 of project development as described in this numbered paragraph 1 within three (3) years following the date of February 1, 2019 and County may, with the consent of City, extend the time period to complete Phase I if needed.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.


EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ATTEST:


Arturo Guajardo, Jr., County Clerk



HIDALGO COUNTY


By: 
Richard F. Cortez, County Judge

CITY OF WESLACO, TEXAS

By: 
David Suarez, Mayor

ATTEST:


Adelaida Vega, City Secretary

APPROVED BY
COMMISSIONERS COURT
ON: 1/29/19 

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: 
Stephen L. Crain

